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COPY

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

Regular Meeting--Wednesday, May 17, 1995

at 10:00 A.M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- Aldermen Coleman, Troutman, Munoz, Doherty, Hansen.

Call To Order.

On Wednesday, May 17, 1995 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable James J. Laski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Murphy, Rugai, Zalewski, Chandler, Medrano, Burnett, E. Smith, Wojcik, Suarez, Austin, Colom, Banks, Giles, Allen, Laurino, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 35.

Quorum present.

Invocation.

Father Marc of Saint Symphorosa Church opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- TRIBUTE TO LATE HONORABLE MATTHEW BIESZCZAT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 17, 1995.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of the late Matthew Bieszczat.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Matthew Bieszczat, former Chicago alderman and Cook County Board member, died on April 30, 1995, at the age of ninety-three; and

WHEREAS, A resident of Chicago's Ukrainian Village neighborhood, Mr. Bieszczat was selected as alderman of the 26th Ward in a special election in 1945 and served as alderman until 1960; and

WHEREAS, He also served the people of the 26th Ward as the Democratic committeeman, a position he held from 1953 until 1986; and

WHEREAS, In 1953, when Richard J. Daley was chosen chairman of the Cook County Democratic Party, Mr. Bieszczat was named secretary, a position which he held until 1982; and

WHEREAS, Mr. Bieszczat also served as a bailiff in the Municipal Court from 1960 to 1966; and

WHEREAS, Mr. Bieszczat was elected to the Cook County Board in 1966 and served in that position for twenty years; and

WHEREAS, In addition to his holding numerous public offices, Mr. Bieszczat also served the community as an official delegate to the elevation of Pope John Paul II; and

WHEREAS, Mr. Bieszczat is survived by many beloved family members, including daughters and sons-in-law, Barbara and Richard Troy and Mary Jane and Donald Klein, ten grandchildren and eleven great-grandchildren; and

WHEREAS, Matthew Bieszczat had a distinguished career in government and he will always be remembered for his decades of dedicated service and loyalty to the City of Chicago, especially the people of the 26th Ward; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on the seventeenth day of May, 1995, do hereby recognize and honor Matthew Bieszczat for his many years of dedicated service to the people of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Matthew Bieszczat as a token of our esteem.

On motion of Alderman Burke, seconded by Aldermen Granato, Shaw, Buchanan and Natarus, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to extend condolences on behalf of his own family and the people of Chicago to the family of Matthew Bieszczat. Remembering Matthew Bieszczat as a man devoted to his family, his community and his church, Mayor Daley also spoke of Mr. Bieszczat's dedication to the Democratic party and his unwaivering commitment to improving the lives of all Chicagoans.

Placed On File -- DESIGNATION OF MS. SARAH PANG AS PROXY FOR HONORABLE RICHARD M. DALEY, MAYOR.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, *Placed on File.*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 17, 1995.

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

LADIES AND GENTLEMEN -- Please take notice that I have selected and do hereby designate Sarah Pang as my proxy for me in my name, place and stead to affix my signature as Mayor of the City of Chicago to any license, permit, contract, change order, ordinance, local improvement bond, deed, grant document or other written instrument required to be signed by the Mayor.

Appended hereto is a written signature of my name as it will appear on said written instruments as executed by Sarah Pang and with the proxy's signature underneath, all as required by statute. This proxy was filed with the City Clerk on May 17, 1995.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

[Signature appended hereto on file and available for public inspection in the Office of the City Clerk.]

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF ADVISORY COUNCIL ON WOMEN.

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 Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 17, 1995.

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

LADIES AND GENTLEMEN -- I have appointed the following persons as members of the Advisory Council on Women for the terms indicated:

For terms expiring July 1, 1996:

Norma L. Seledon-Tellez, to succeed Guadalupe Gouveia, whose term has expired; Nancy Lanoue, to succeed Hedy M. Ratner, whose term has expired; Ida Bialik, to succeed Lauren Sugarman, whose term has expired; and Mary F. Morten, to succeed Marta E. White, whose term has expired.

For terms expiring July 1, 1997:

Muriel F. Tuteur, to succeed Lydia Lewis, whose term has expired; Bernice J. Miller, reappointed; Nanette M. Silva, to succeed Frances Skotzko-Lopez, whose term has expired; and Walidah G. Sherman, to succeed Maurine Woodson, who has resigned.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. JESSE L. MILLER, JR. AS MEMBER OF BOARD OF ILLINOIS INTERNATIONAL PORT 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 Transportation and Public Way:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 17, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Jesse L. Miller, Jr. as a member of the board of the Illinois International Port District for a term expiring June 1, 1999, to succeed George J. Dalmas, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 11 OF MUNICIPAL CODE OF CHICAGO TO REVISE BOUNDARIES 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

May 17, 1995.

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 amending Chapter 4-11 of the Municipal Code of Chicago to revise the boundaries of the New Maxwell Street Market and to make other changes relating to the market.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLES 13 AND 15 OF MUNICIPAL CODE OF CHICAGO CONCERNING BUILDING STANDARDS, FEES AND PERMITS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 17, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Buildings Commissioner, I transmit herewith five ordinances amending the Municipal Code of Chicago, as follows: an amendment to Chapter 13-156 concerning reports of elevator malfunctions; an amendment to Chapter 13-156 concerning mechanical operation standards for elevators; an amendment to Titles 13 and 15 concerning wood construction standards; an amendment to Chapter 13-32 concerning permits for work on designated landmark buildings; and an amendment to Chapter 13-84 concerning computation of the fee for occupancy cards.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR COMMUNITY DEVELOPMENT FLOAT LOAN TO UNITED STUDIO CENTER LIMITED PARTNERSHIP FOR DEVELOPMENT OF TELEVISION AND FILM PRODUCTION FACILITY AT 2200 WEST MADISON STREET.

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

May 17, 1995.

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 authorizing a Community Development Float loan of $5,500,000 to United Studio Center Limited Partnership for development of a television and film production facility at 2200 West Madison Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION OF SUBORDINATE MORTGAGE LOAN FROM ILLINOIS HOUSING DEVELOPMENT AUTHORITY TO BOARD OF TRUSTEES OF YOUNG MEN'S CHRISTIAN ASSOCIATION FOR REHABILITATION OF FACILITY AT 501 NORTH CENTRAL AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 17, 1995.

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 a subordinate mortgage loan from the Illinois Housing Development Authority to the Board of Trustees of the Young Men's Christian Association for rehabilitation of the Austin Y.M.C.A. located at 501 North Central Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR DONATION OF SOIL TESTING EQUIPMENT TO ILLINOIS INSTITUTE OF TECHNOLOGY.

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

May 17, 1995.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the donation of certain soil testing equipment to the Illinois Institute of Technology.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ASSIGNMENT OF CONCESSION AGREEMENT RIGHTS OF NATIONAL CAR RENTAL SYSTEMS, INC. AT CHICAGO O'HARE INTERNATIONAL AIRPORT AND CHICAGO MIDWAY AIRPORT TO N.C.R. ACQUISITION CORP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 17, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the assignment of the rights of National Car Rental, Inc. in concession agreements at O'Hare and Midway Airports to N.C.R. Acquisition Corp..

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR APPROPRIATION OF FEDERAL GRANT AWARDS TO DEPARTMENT OF POLICE FOR SATURATION PATROLS.

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

May 17, 1995.

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 approving appropriation of $28,000 in newly available federal grant awards to the Department of Police for saturation patrols.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE AND AUTHORIZATION FOR EXPENDITURE OF GRANT FUNDS FOR CITY'S REPRESENTATION AT UNITED NATIONS' WORLD CONFERENCE ON WOMEN IN BEIJING, CHINA.

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

May 17, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Human Resources, I transmit herewith an ordinance accepting and authorizing the expenditure of grant funds for the City's representation at the United Nations' World Conference on Women in Beijing, China.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- COUNTY OF COOK REQUESTED TO ENTER NO CASH BIDS ON BEHALF OF CITY FOR ACQUISITION OF TAX DELINQUENT PROPERTY AT 4624 WEST FIFTH AVENUE PURSUANT TO COMMERCIAL AND INDUSTRIAL 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 Economic and Capital Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 17, 1995.

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 of Cook to enter a no cash bid on behalf of the City for acquisition of a tax delinquent parcel of property in the Roosevelt-Kostner Redevelopment Area located at 4624 West Fifth Avenue pursuant to the Commercial and Industrial Tax Reactivation Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- COUNTY OF COOK REQUESTED TO ENTER NO CASH BIDS ON BEHALF OF CITY FOR ACQUISITION OF PROPERTIES AT 36TH AND SOUTH STATE STREET FOR PARKING FACILITY AND GARDEN SPACE FOR CHICAGO BEE BRANCH LIBRARY PURSUANT TO COMMERCIAL AND INDUSTRIAL 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

May 17, 1995.

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 of Cook to enter no cash bids on behalf of the City for the acquisition of five parcels located at 36th and South State Street for the purpose of a parking facility and garden space for the Chicago Bee Branch Library, pursuant to the Commercial and Industrial Tax Reactivation Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- COUNTY OF COOK REQUESTED TO ENTER NO CASH BIDS ON BEHALF OF CITY FOR ACQUISITION OF TAX DELINQUENT PROPERTIES AT 1300 -- 1326 EAST 92ND PLACE PURSUANT TO COMMERCIAL AND INDUSTRIAL 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 Economic and Capital Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 17, 1995.

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 Cook County Board of Commissioners to enter no cash bids on behalf of the City for acquisition of certain tax delinquent properties in the Riverdale Industrial Corridor, at 1300 to 1326 East 92nd Place, under the Commercial and Industrial Tax Reactivation Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF VACANT DISPOSITION PARCELS WITHIN CENTRAL WEST REDEVELOPMENT AREA TO DEVELOPERS AS PART OF SHOWCASE OF 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 Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 17, 1995.

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 ten vacant disposition parcels in the Central West Redevelopment Area to five developers for redevelopment with single-family and two-flat residences as part of the Showcase of Homes Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT FOR OFFICE SPACE AT 318 SOUTH MICHIGAN AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 17, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance authorizing the execution of a lease agreement for office space at 318 South Michigan Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF AMENDMENT NUMBER 12 TO CENTRAL WEST REDEVELOPMENT PLAN BY DESIGNATION OF ADDITIONAL PARCELS WITHIN CENTRAL WEST URBAN RENEWAL AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 17, 1995.

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. 12 to the Central West Redevelopment Plan to amend the acquisition map to designate an additional fifty-nine parcels in the Central West Urban Renewal Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF PORTIONS OF SOUTH INDIANA AVENUE AND SOUTH PRAIRIE AVENUE AS LIMITED LOCAL ACCESS PUBLIC WAYS.

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

May 17, 1995.

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 designating parts of South Indiana and South Prairie Avenues as Limited Local Access Public Ways.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The Honorable James J. Laski, 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 -- ELIGIBILITY STUDY AND REDEVELOPMENT PLAN AND PROJECT FOR PROPOSED 95TH AND WESTERN REDEVELOPMENT PROJECT AREA.

A communication from Mr. Steven Tantillo, Assistant Corporation Counsel, under date of May 8, 1995, transmitting the Eligibility Study of a proposed Redevelopment Project Area for Tax Increment Allocation Financing in the 95th and Western Study Area, together with the 95th and Western Avenue Redevelopment Project Area Tax Increment Allocation Finance Program Redevelopment Plan and Project, which was *Placed on File.*

Placed On File -- INSPECTOR GENERAL'S QUARTERLY REPORT FOR PERIOD ENDED APRIL 15, 1995.

A communication from Mr. Alexander Vroustouris, Inspector General, filed in the Office of the City Clerk pursuant to Title 2, Chapter 56, Section 120 of the Municipal Code of Chicago, transmitting a quarterly report on the following investigations for the period ended April 15, 1995, which was *Placed on File.*

Investigations Initiated:	538
Investigations Concluded:	392
Investigations Pending:	2,663
Investigations of Employees:	383
Investigations of Appointed Officials:	47
Investigations of Elected Officials:	17

Investigations of Contractors, Subcontractors, and Persons Seeking City Contracts:	84
Investigations of Persons Seeking Certification of Eligibility:	7
Investigations Involving Alleged Misconduct:	538
Investigations Involving Waste or Inefficiency:	472

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 March 16 and April 13, 1995 and reports of the Department of Planning and Development approving the following proposals, which were *Placed on File:*

March 16, 1995.

Department Of General Services, Real Estate Section.

Disposition Of Vacant City-Owned Property.

Referral Number	Ward	Address
Seal Bid		
95-018-02	30	3145 -- 3147 North Parkside Avenue
95-019-02	32	1244 North Halsted Street
95-023-02	35	2113 North Stave Street
95-024-02	26	1353 North Maplewood Avenue
95-027-02	4	4918 South Forrestville Avenue
95-032-02	4	4920 South Forrestville Avenue

Referral Number	Ward	Address
95-033-02	4	4925 -- 4927 South Forrestville Avenue
94-034-02	4	4926 South Forrestville Avenue
95-035-02	4	4932 South Forrestville Avenue
95-036-02	4	4935 South Forrestville Avenue
95-037-02	4	4937 South Forrestville Avenue
95-038-02	4	4940 South Forrestville Avenue
95-039-02	4	4941 South Forrestville Avenue
95-040-02	4	4958 South Forrestville Avenue
95-041-02	4	4939 South Dr. Martin Luther King, Jr. Drive
95-042-02	4	4909 South Vincennes Avenue

Negotiated Sale.

95-021-02	10	3044 East 92nd Street
95-022-02	10	3046 -- 3048 East 92nd Street
95-026-02	4	924 East 46th Street
95-050-02	4	4548 South Oakenwald Avenue
95-051-02	4	4359 South Berkeley Avenue
95-052-02	4	4501 South Ellis Avenue

Adjacent Neighbors Program.

95-028-02	Citywide	(See Exhibit "A")

Referral Number	Ward	Address
95-013-02	10	(See Exhibit "A")
95-020-02	4	(See Exhibit "A")

Special Sales Program.

95-043-02 to 95-049-02	Citywide	(See Exhibit "B")

Exhibits "A" and "B" referred to above read as follows:

Exhibit "A".

Adjacent Neighbors Land Acquisition Program.

Address	Permanent Index Number	Size	Ward	Zone
4146 South Lake Park Avenue	02-02-117-035	50 x 100	4	R4
4552 South Lake Park Avenue	02-02-402-044	42 x 150	4	R5
4517 South Oakenwald Avenue	02-02-405-014	100 x 124	4	R5
4811 South Langley Avenue	20-102-130-06	25 x 126	4	R4
6148 South Stewart Avenue	20-16-320-026	30 x 120	3	R5

Address	Permanent Index Number	Size	Ward	Zone
1522 South St. Louis Avenue	16-23-223-031	25 x 123	24	R4
3016 West Warren Boulevard	16-12-325-037	25 x 100	28	R4
5640 South Prairie Avenue	20-15-110-019	25 x 162	20	R4
6034 South Wallace Street	20-163-090-34	35 x 233	16	R4
4505 South Ellis Avenue	20-02-313-001	22 x 115	4	R4
1013 East 45th Street	20-02-313-001	35 x 66	4	R4
4450 South Lake Park Avenue	20-02-402-044	22 x 152	4	R4
4132 South Ellis Avenue	20-02-113-030	15 x 180	4	R4
4148 South Lake Park Avenue	20-02-117-035	25 x 100	4	R4
4324 South Oakenwald Avenue	20-02-400-039	11 x 140	4	R4
428 East 44th Street	20-03-400-040	21 x 180	3	R5
(95-013-02) 10619 South Avenue M	26-17-102-013	25 x 125	10	R3
(95-020-02) 3963 South Ellis Avenue	20-02-103-11	25 x 125	4	R5

Exhibit "B".

Special Sales.

Address	Permanent Index Number	Size	Ward	Zone
5630 -- 5634 South Ashland Avenue	20-18-215-033/034	25 x 121	15	B4
432 West Englewood Avenue	20-16-323-024	52 x 128	20	M1
546 West Englewood Avenue	20-16-322-018	38 x 128	20	R3
121 --125 North Keeler Avenue	16-10-420-004	25 x 100	28	R4
5710 -- 5712 South Loomis Street	20-17-119-029/030	50 x 124	16	R3
6025 -- 6027 South Prairie Avenue	20-15-310-007	56 x 160	20	R5
438 -- 440 West 62nd Street	20-16-320-015	40 x 120	20	R3

April 13, 1995

Department Of General Services, Real Estate Section.

Disposition Of Vacant City-Owned Property.

Referral Number	Ward	Address
95-053-02	2	3611 South Dr. Martin Luther King, Jr. Drive

Referral Number	Ward	Address
95-054-02	19	2158 West 111th Street
95-055-02	35	2063 North Mozart Street
95-056-02	5	7245 South Stony Island Avenue
95-057-02	28	2452 West Taylor Street
95-058-02	28	2834 West Taylor Street
95-059-02	28	2535 -- 2537 West Madison Street
94-060-02	28	2836 West Taylor Street
95-061-02	28	2840 West Taylor Street
95-062-02	28	2858 West Taylor Street
95-063-02	6	609 -- 611 East 71st Street
95-064-02	2	2215 -- 2217 West Warren Boulevard
95-065-02	3	3956 -- 3958 South Vincennes Avenue
95-066-02	4	642 East Oakwood Boulevard
95-067-02	16	Special Sales Program (See Exhibit "A")

Exhibit "A" referred to above reads as follows:

Exhibit "A".

Special Sales.

Address	Permanent Index Number	Size	Ward	Zone
5516 -- 5518 South Halsted Street	20-17-207-012	50 x 120	16	C1-2
5526 South Halsted Street	20-17-207-015	25 x 120	16	C1-2
5538 South Halsted Street	20-17-207-020	19 x 120	16	C1-2
5540 -- 5544 South Halsted Street	20-17-207-021	48 x 120	16.	B4

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

Communications from Mr. Duane P. Carlson, P.E., District Engineer, under dates of May 1 and May 10, 1995, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on March 9, 1995 (involving expenditures of Motor Fuel Tax funds) as follows:

Amendment of ordinance to authorize increase in allocation of Motor Fuel Tax funds necessary for maintenance of bridges during year 1995.

Amendment of ordinance to authorize increase in allocation of Motor Fuel Tax funds necessary for improved street maintenance during year 1995.

Amendment of ordinance to authorize increase in allocation of Motor Fuel Tax funds necessary for snow and ice control maintenance of improved streets, county highways and state highways during year 1995.

Amendment of ordinance to authorize increase in allocation of Motor Fuel Tax funds necessary for street cleaning maintenance of improved streets, county highways and state highways during year 1995.

Amendment of ordinance to authorize increase in allocation of Motor Fuel Tax funds necessary for streetlight energy costs of improved streets, county highways and state highways during year 1995.

Amendment of ordinance to authorize increase in allocation of Motor Fuel Tax funds necessary for traffic signal energy costs of improved streets, county highways and state highways during year 1995.

Amendment of ordinance to authorize increase in allocation of Motor Fuel Tax funds necessary for street sign maintenance of improved streets, county highways and state highways during year 1995.

Amendment of ordinance to authorize increase in allocation of Motor Fuel Tax funds necessary for streetlight and traffic signal maintenance of improved streets, county highways and state highways during year 1995.

Amendment of ordinance to authorize increase in allocation of Motor Fuel Tax funds necessary for curb and gutter maintenance of improved streets, county highways and state highways during year 1995.

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 May 2, 1995, 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 May 17, 1995, 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 May 2, 1995, 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 and Trust Company, under Trust Number 119038-04 -- to classify as an R3 General Residence District instead of an M1-4 Restricted Manufacturing District the area shown on Map No. 9-H bounded by:

the south line of West Larchmont Avenue; the west line of North Ravenswood Avenue; the north line of the public alley next south of and parallel to the south line of West Larchmont Avenue; a line 156.33 feet west of and parallel to the west line of North Ravenswood Avenue running to the point of beginning; the south line of the east/west alley next south of and parallel to West Larchmont Avenue; the west line of North Ravenswood Avenue; the north line of West Byron Street; and a line 150.09 feet west of and parallel to the west line of North Ravenswood Avenue running north to the point of beginning,

also to classify as an R6 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-H bounded by:

the south line of West Larchmont Avenue; the west line of the Chicago Transit Authority right-of-way running north/south and parallel to the west line of North Ravenswood Avenue; the north line of the public alley south of and parallel to West Larchmont Avenue; and a line 32.10 feet west of the west line of the Chicago Transit Authority right-of-way running north to the point of beginning of West Larchmont Avenue.

Capstone Equity Corporation -- to classify as an R5 General Residence District instead of an R4 General Residence District and to further classify as a Residential Planned Development instead of an R5 General Residence District the area shown on Map No. 19-G bounded by:

a line 263.75 feet east of North Eastlake Terrace; North Eastlake Terrace extending 300 feet south of said line; a line 184.40 feet east of North Eastlake Terrace; and Lake Michigan.

Devon Bank and Trust Number 6182 -- to classify as a B4-2 Restricted Service District instead of a B2-2 Restricted Retail District the area shown on Map No. 9-J bounded by:

a line 198.31 feet north of and parallel to West School Street; the public alley next east of and parallel to North Pulaski Road; West School Street; North Milwaukee Avenue; and North Pulaski Road.

Mr. Scott Dilny and Mrs. Cathy Dilny -- to classify as a B1-1 Local Retail District instead of an R3 General Residence District the area shown on Map No. 13-H bounded by:

the public alley next north of and parallel to West Ainslie Street; North Bell Avenue; West Ainslie Street; and a line 24 feet west of and parallel to North Bell Avenue.

Mr. Leonard E. Dudeck, beneficiary of Bank of Chicago Garfield Ridge, under Trust Number 88-7-4 -- to classify as an R2 Single-Family Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 12-K bounded by:

a line 120 feet north of and parallel to West 48th Street; the public alley next east of and parallel to South Knox Avenue; West 48th Street; and South Knox Avenue.

East Side Lofts, L.L.C. -- to classify as a B4-5 Restricted Service District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 4-E bounded by:

East 16th Street; the alley next east of South Indiana Avenue; a line 328.38 feet south of East 16th Street; and South Indiana Avenue.

Mr. Jeffrey Gelman -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-H bounded by:

a line 175 feet northwest of and parallel to North Marshfield Avenue; the public alley next northeast of and parallel to North Clybourn Avenue; a line 100 feet northwest of and parallel to North Marshfield Avenue; and North Clybourn Avenue.

Mr. Henry Hillgameyer -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 10-F bounded by:

a line 53.50 feet north of and parallel to West 45th Street; the public alley next east of and parallel to South Wallace Street; West 45th Street; and South Wallace Street.

Mr. James M. Jones -- to classify as a C2-1 General Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 8-H bounded by:

a line 149.04 feet southwesterly of the west line of South Wood Street, as measured at the northerly right-of-way line of South Archer Avenue and perpendicular to South Archer Avenue; South Archer Avenue; a line 269.96 feet southwesterly of the west line of South Wood Street, as measured at the northerly right-of-way line of South Archer Avenue and perpendicular to South Archer Avenue; and the alley next northwesterly of and parallel to South Archer Avenue.

Mr. Roger Keaton and Mr. Israel Garcia -- to classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 5-I bounded by:

a line 451 feet north of and parallel to West Wabansia Avenue; the public alley next east of and parallel to North Artesian Avenue; a line 427 feet north of and parallel to West Wabansia Avenue; and North Artesian Avenue.

Mr. Pak Lau -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-G bounded by:

West 33rd Street; South Justine Street; a line 53 feet south of West 33rd Street; and the alley next west of and parallel to South Justine Street.

Lizard and Company, Inc./Annie Properties, Inc. -- to classify as a B5-5 General Service District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 2-C bounded by:

a line 146 feet north of West Adams Street; a line 125 feet east of South Peoria Street; West Adams Street; and South Peoria Street.

Mr. Mark Maka -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 7-M bounded by:

a line 159.95 feet north of and parallel to West Schubert Avenue; North Merrimac Avenue; a line 59.95 feet north of and parallel to West Schubert Avenue; and the public alley next west of and parallel to North Merrimac Avenue.

The Museum of Science and Industry -- to classify as Institutional Planned Development No. _____, as amended, instead of Institutional Planned Development No. _____ the area shown on Map No. 14-C bounded by:

Subarea A:

that portion of Jackson Park (including the Fine Arts Building) bounded on the north by the south line of the existing east and west drive, said drive being an extension in an easterly direction of East 57th Street, on the west, southwest, south, southeast and east by the inner line of North Circuit Road (which North Circuit Road extends south from its western junction with said east and west drive and then curves toward the east and then toward the north forming an irregular semi-circle and again joining said east and west drive at the junction of said east and west drive with South Shore Drive), being more particularly described as follows:

commencing at the southwest corner of Lot 11 in East End Subdivision of parts of Sections 12 and 13, Township 38 North, Range 14, East of the Third Principal Meridian; thence south 00 degrees, 03 minutes, 40 seconds east 339.41 feet along the southerly extension of the west line thereof being also the east line of South Hyde Park Boulevard to the point of beginning; thence south 89 degrees, 59 minutes, 41 seconds east 494.43 feet along the south curb of East 57th Drive; thence south 84 degrees, 11 minutes, 44 seconds east 43.84 feet; thence southeasterly 97.74 feet along the arc of a curve convex northeasterly having a radius of 385.11 feet (the chord of said arc bearing south 76 degrees, 59 minutes, 56 seconds east 97.47 feet); thence southeasterly 117.50 feet along the arc of a curve convex northeasterly having a radius of 463.78 feet (the chord of said arc bearing south 66 degrees, 22 minutes, 40 seconds east 117.19 feet); thence south 57 degrees, 47 minutes, 51 seconds east 8.16 feet; thence southeasterly 251.19 feet along the arc of a curve convex northeasterly having a radius of 250.00 feet (the chord of said arc bearing south 29 degrees, 00 minutes, 49 seconds east 240.76 feet); thence south 00 degrees, 13 minutes, 46 seconds east 607.15 feet; thence southwesterly 183.41 feet along the arc of a curve convex southeasterly having a radius of 678.98 feet (the chord of said arc bearing south 03 degrees, 59 minutes, 35 seconds west 182.86 feet); thence north 90 degrees, 00 minutes, 00 seconds west 224.29 feet; thence north 00 degrees, 00 minutes, 00 seconds east 5.00 feet; thence northwesterly 156.91 feet along the arc of a curve convex southwesterly and having a radius of 100.00

feet (the chord of said arc bearing north 45 degrees, 02 minutes, 53 seconds west 141.30 feet); thence south 89 degrees, 54 minutes, 15 seconds west 130.00 feet; thence south 00 degrees, 05 minutes, 45 seconds east 18.33 feet; thence north 90 degrees, 00 minutes, 00 seconds west 95.00 feet; thence south 00 degrees, 00 minutes, 00 seconds west 20.00 feet; thence north 90 degrees, 00 minutes, 00 seconds west 190.00 feet; thence north 00 degrees, 00 minutes, 00 seconds west 20.00 feet; thence north 90 degrees, 00 minutes, 00 seconds west 95.00 feet; thence north 00 degrees, 05 minutes, 45 seconds east 18.33 feet; thence north 89 degrees, 54 minutes, 15 seconds west 130.00 feet; thence southwesterly 156.91 feet along the arc of a curve having a radius of 100.00 feet (the chord of said arc bearing south 45 degrees, 02 minutes, 53 seconds west 141.30 feet); thence south 00 degrees, 00 minutes, 00 seconds west 5.00 feet; thence north 90 degrees, 00 minutes, 00 seconds west 216.89 feet; thence northwesterly 94.57 feet along the arc of a curve convex southwesterly having a radius of 733.77 feet (the chord of said arc bearing north 07 degrees, 06 minutes, 07 seconds west 94.50 feet); thence north 02 degrees, 26 minutes, 10 seconds west 51.62 feet; thence north 00 degrees, 06 minutes, 21 seconds west 664.67 feet; thence north 09 degrees, 14 minutes, 16 seconds east 29.69 feet; thence northeasterly 129.28 feet along the arc of a curve convex northwesterly, having a radius of 240.39 feet (the chord of said arc bearing north 26 degrees, 14 minutes, 15 seconds east 127.73 feet); thence northeasterly 111.11 feet along the arc of a curve convex northwesterly having a radius of 336.51 feet (the chord of said arc bearing north 53 degrees, 12 minutes, 08 seconds east 110.61 feet); thence northeasterly 107.33 feet along the arc of a curve convex northwesterly having a radius of 549.33 feet (the chord of said arc bearing north 69 degrees, 03 minutes, 44 seconds east 107.16 feet); thence northeasterly 110.22 feet along the arc of curve convex northwesterly having a radius of 636.34 feet (the chord of said arc bearing north 79 degrees, 51 minutes, 44 seconds east 110.08 feet); thence south 89 degrees, 59 minutes, 41 seconds east 84.20 feet to the point of beginning, in the City of Chicago, in Cook County, Illinois (containing 29.84 +/– acres).

Subarea B:

That portion of Jackson Park described as follows:

commencing at the southwest corner of Lot 11 in East End Subdivision of parts of Sections 12 and 13, Township 38 North, Range 14, East of the Third Principal Meridian; thence south 00 degrees, 03 minutes, 40 seconds east 339.41 feet along the southerly extension of the west line thereof being also the east line of South Hyde Park Boulevard; thence south 89 degrees, 59 minutes, 41 seconds east 494.43 feet along the south curb of East 57th Drive;

thence south 84 degrees, 11 minutes, 44 seconds east 43.84 feet; thence southeasterly 97.74 feet along the arc of a curve having a radius of 385.11 feet (the chord of said arc bearing south 76 degrees, 59 minutes, 56 seconds east 97.47 feet); thence southeasterly 117.50 feet along the arc of a curve having a radius of 463.78 feet (the chord of said arc bearing south 66 degrees, 22 minutes, 40 seconds east 117.19 feet); thence south 57 degrees, 47 minutes, 51 seconds east 8.16 feet to the point of beginning; thence southeasterly 251.19 feet along the arc of a curve having a radius of 250.00 feet (the chord of said arc bearing south 29 degrees, 00 minutes, 49 seconds east 240.76 feet); thence south 00 degrees, 13 minutes, 46 seconds east 607.15 feet; thence southwesterly 419.43 feet along the arc of a curve convex southeasterly having a radius of 678.98 feet (the chord of said arc bearing south 13 degrees, 57 minutes, 06 seconds west 412.80 feet); thence southwesterly 377.40 feet along the arc of a curve convex southeasterly having a radius of 411.31 feet (the chord of said arc bearing south 58 degrees, 51 minutes, 21 seconds west 364.30 feet); thence south 52 degrees, 57 minutes, 54 seconds west 81.73 feet; thence south 33 degrees, 26 minutes, 52 seconds east 247.49 feet; thence north 64 degrees, 40 minutes, 56 seconds east 625.00 feet; thence north 34 degrees, 04 minutes, 41 seconds west 270.00 feet; thence north 48 degrees, 07 minutes, 12 seconds east 440.00 feet; thence northwesterly 61.55 feet along the arc of a curve convex to the southwest having a radius of 1,908.57 feet (the chord of said arc bearing north 36 degrees, 14 minutes, 59 seconds west 61.55 feet); thence northwesterly 523.42 feet along the arc of a curve convex to the southwest, having a radius of 2,750.56 feet (the chord of said arc bearing north 28 degrees, 56 minutes, 18 seconds west 522.63 feet); thence northwesterly 232.91 feet along the arc of a curve convex to the southwest, having a radius of 869.96 feet (the chord of said arc bearing north 14 degrees, 15 minutes, 04 seconds west 232.22 feet); thence north 06 degrees, 37 minutes, 13 seconds west 91.98 feet; thence northerly and westerly 41.79 feet along the arc of a curve convex northeasterly and having a radius of 24.00 feet (the chord of said arc bearing north 56 degrees, 30 minutes, 31 seconds west 36.71 feet); thence northwesterly 89.25 feet along the arc of a curve convex southwesterly and having a radius of 111.37 feet (the chord of said arc bearing north 83 degrees, 26 minutes, 25 seconds west 86.83 feet); thence north 62 degrees, 27 minutes, 51 seconds west 52.29 feet to the point of beginning, in the City of Chicago, in Cook County, Illinois (containing 9.06 +/– acres).

Mr. Zenaido Naranjo and Mrs. Celia Naranjo -- to classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 6-J bounded by:

West 27th Street; South Millard Avenue; a line 50 feet south of and parallel to West 27th Street; and the public alley next west of and parallel to South Millard Avenue.

Mr. J. Brian Pierce -- to classify as a B2-3 Restricted Retail District instead of a B2-2 Restricted Retail District the area shown on Map No. 11-G bounded by:

a line 143.4 feet north of and parallel to West Montrose Avenue; North Clark Street; a line 92.91 feet north of and parallel to West Montrose Avenue; and the public alley next west of and parallel to North Clark Street.

The Renaissance Limited Partnership -- to classify as an Institutional Planned Development instead of a B2-1 Restricted Retail District the area shown on Map No. 20-I bounded by:

the alley next north of and parallel to West 87th Street; a line 409.84 feet east of South Sacramento Avenue; West 87th Street; and South Sacramento Avenue.

Ms. Barbara Ruvel -- to classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area shown on Map No. 9-N bounded by:

a line 266 feet south of West Addison Street; the alley next east of and parallel to North Harlem Avenue; a line 416 feet south of West Addison Street; and North Harlem Avenue.

Mr. Robert J. Weber, attorney for South Shore Limited Partnership -- to classify as an Institutional Planned Development instead of a B5-4 General Service District the area shown on Map No. 18-B bounded by:

South South Shore Drive (East 71st Street); South Coles Avenue; a line 364.61 feet long starting at a point 36.06 feet southeast of the south line of South South Shore Drive (East 71st Street) as measured along the southwest line of South Coles Avenue, to a point 275.33 feet southeast of the south line of South South Shore Drive (East 71st Street) (as measured along the northeast line of South Exchange Avenue); South Exchange Avenue; a line 64.68 feet long starting at a point 175.21 feet southeast of the south line of South South Shore Drive (East 71st Street) as measured along the northeast line of South Exchange Avenue to a point 111.08 feet south of the south line of South South Shore Drive (East 71st Street) as measured along the south line of South South Shore Drive (East 71st Street) from the northeast line of South

Exchange Avenue; and a line 150.17 feet east of South Exchange Avenue (as measured along the south line of South South Shore Drive (East 71st Street)).

1800 West Fullerton Building, L.L.C. -- to classify as a C1-3 Restricted Commercial District instead of an M3-3 Heavy Manufacturing 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 to 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 222 feet; and a line extended from the north end of the last described line and parallel to West Fullerton 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:

Al-Chaar Mike, Allied American Insurance Company and Anthony Aiello, Allstate Insurance (6) Barbara M. Bialek, Annie Collins, Tess Fry, Concetta Oliva, Dillie L. Russell and John E. Weglarz, American Ambassador Casualty Company and Jon Alessi, American Family Insurance Company and Erin and Kristina Gianakopoulos, American Service Insurance Company and Rosie Smith;

Bagnole Donna M., Barrett Michael D., Battiato Paula, Brennan Erin, Brennan Mark H., Brooks Barry, Brooks Ernestine M.;

Castillo Noel A., Clark Phanel;

Delgado Carmen, Dismukes-Warren Carolyn;

Enterprise Rent-A-Car, Evazians Raman E.;

Fleming Daphne;

Gamez Manuel, Gratteau Phillip R.;

Haepp Barbara and Donald, Halle Brent A., Henderson Michael E., Hernandez Guadalupe;

Johnson Lawrence, Johnson Victor J., Jordan Georgelette M., Juzang Mary;

Kane Ronald S., Kavanaugh Karen L., Koepke Joan K., Kohn Nancy, Kramaric Marlene C.;

La Grand Lloyd E., Lewis Earl, Lewis, Sr. Wayne, Liberty Mutual Group and Daniel Donohue, Liles Susanne;

Magers Kendall R., Mantzouratos Theodossis, Marek Arlene J., McKillop John S., Mwitula Norbert;

Niesterczuk Maria;

O'Neill Terrence F.;

Patel Ramesh P., Peoples Gas Light and Coke Company (22), Popper Robert C.;

Qualls Eddie L.;

Rachwal Zdzislaw Z., Reed Carl D., Reidy Christine, Richardson James A., Roa Julio and Carmen, Rogers Darryl, Ruff David A.;

Sheehan Mark, Smith Theresa, Smith Victor L., Smoot Levern, State Farm Insurance Company (5) Jozef Bafia, Mary and Mark Gurney, James and Elaine Opsitnik, Kenneth A. Ross and Maria Spinelli;

Tam Stephen G., Thomas Curtis, Thomas Lucy L.;

United States Fidelity and Guaranty Company and George and Anna Moshos;

Vasilopulos Bob D.;

Wade Michael, Wallach Stanley J., Washington Denise, Welch Richard J., Wesley Ira N. (2), Williams Ronald, Winkfield Michael, Woolwine John;

Zawadzki Glen R..

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF LARAMIE STATE BANK BUILDING AS CHICAGO LANDMARK.

A communication from Mr. Charles Thurow, Deputy Commissioner,

Department of Planning and Development, Landmarks Division, under date of May 3, 1995, transmitting a recommendation that the Laramie State Bank Building, located at 5200 West Chicago Avenue, be designated as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AUTHORIZATION FOR ISSUANCE OF GAS SUPPLY REFUNDING REVENUE BONDS, 1995 SERIES A.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of Gas Supply Refunding Revenue Bonds, 1995 Series A, in an amount not to exceed $50,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit of government under Section 6(a) of Article VII of the Constitution, with the power to adopt ordinances and take actions relating to its government and affairs; and

WHEREAS, Pursuant to such home rule powers, and in order to further the public purposes of the City by aiding in the providing of a safe, economical and efficient gas supply for the residences and business in the City, thereby promoting a favorable climate in the City for new and improved job opportunities by promoting the retention and expansion of commercial, industrial and manufacturing facilities in the City and improving the welfare and prosperity of the City and its inhabitants, the City has heretofore issued its City of Chicago, Illinois, Fixed-Rate Gas Supply Revenue Bonds, 1985 Series D (The Peoples Gas Light and Coke Company Project), currently outstanding in the aggregate principal amount of $50,000,000 (the "Series D Bonds"); and

WHEREAS, The proceeds of the Series D Bonds were lent to The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company"), and applied by the Company to defray a portion of the costs incurred by the Company in acquiring, constructing, installing and improving facilities for the supplying and distribution of gas located wholly within and throughout the City, including, but not limited to, distribution mains, service pipes, meters, pressure regulators, pipelines, monitoring and regulating systems, power operating equipment, buildings and building improvements; and

WHEREAS, It is now proposed to refund the Series D Bonds through the issuance by the City of its $50,000,000 aggregate principal amount Gas

Supply Refunding Revenue Bonds, 1995 Series (The Peoples Gas Light and Coke Company Project) (the "Bonds") in one or more series at one or more times, not later than December 31, 1995; and

WHEREAS, The Bonds will be issued pursuant to one or more Indentures of Trust or Supplements thereto (collectively, the "Indentures") to be dated as of the first or fifteenth day of the month during which the Bonds are issued and to be between the City and such party as shall be designated in the Indentures to act as trustee thereunder (the "Trustee"), and the proceeds of the issuance and sale of the Bonds will be loaned by the City to the Company to refund the Series D Bonds pursuant to one or more loan agreements or supplements thereto (collectively, the "Loan Agreements") to be dated the same date as the related Indentures and to be between the City and the Company; and

WHEREAS, The City desires to sell the Bonds to an underwriting syndicate or selling group managed by such underwriters (collectively, the "Underwriters") as may be identified in a contract of purchase (the "Contract of Purchase") to be dated the date of execution thereof and to be among the City, the Company and the Underwriters; now, therefore,

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

SECTION 1. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell not to exceed $50,000,000 aggregate principal amount of the Bonds in one or more series and at one or more times, not later than December 31, 1995, to the Underwriters as provided in the Contract of Purchase, as executed, at purchase prices of not less than 97% of the principal amount thereof plus accrued interest, if any, to the date of purchase for the purpose of refunding the Series D Bonds. Receipt by the Trustee of payment for the Bonds shall constitute payment to the City of the purchase price for the Bonds.

The Bonds shall be issuable only as fully registered Bonds without coupons in the denomination of $5,000 and any integral multiple thereof. Unless the City shall otherwise direct, the Bonds shall be lettered R and shall be numbered separately from 1 upward. The Bonds shall be dated, except as otherwise provided in the related Indenture, as of the first or the fifteenth day of the month during which the Bonds are issued or the preceding month. The Bonds shall mature as provided in the related Indenture, but not later than thirty-five years from their date. Interest on the Bonds shall be payable as provided in the related Indenture.

The Bonds of each series shall bear interest from their date for periods (each a "Rate Period") of from one day up to 270 days, or one year or integral multiples thereof up to the number of years until the final maturity of such Bonds, in each case at a rate not in excess of twenty percent (20%) per annum, with the length of the initial Rate Period for each series of Bonds and the rate to be borne by such Bonds for such initial Rate Period to be

determined by the Mayor or the City Comptroller prior to the issuance of such Bonds after consultation with the Underwriters and the Company. Any such series of Bonds may bear interest at a single fixed interest rate for a single Rate Period until maturity (in which case the initial Rate Period for such Bonds shall terminate on the maturity date of such Bonds), or may bear interest for each Rate Period after the initial Rate Period (each such Rate Period after the initial Rate Period to be of a length equal to from one day to 270 days or one year or any integral multiple thereof as provided in the related Indenture) at a rate (the "Adjusted Interest Rate") equal to that rate which, in the judgment of the Remarketing Agent (the "Remarketing Agent") serving as such under the related Indenture, would produce as nearly as possible a par bid for such Bonds in the secondary market on the first day of such Rate Period.

Notwithstanding the foregoing, the Adjusted Interest Rate for any series of Bonds shall not exceed twenty percent (20%) per annum.

The Bonds shall be subject to mandatory and optional redemption as provided in the related Indenture.

The Bonds, together with premium, if any, and interest thereon, shall be limited obligations of the City payable solely from the amounts payable (the "Revenues") by the Company pursuant to the related Loan Agreement, including amounts payable on the first and refunding mortgage bonds (the "First Mortgage Bonds") to be issued by the Company to evidence its obligation to repay the loan of the proceeds of the Bonds (except as provided in the related Indenture and the related Loan Agreement to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the respective owners thereof only against the Bond Fund under the related Indenture and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the related Indenture and the related Loan Agreement. No owner of any of the Bonds shall have the right to compel any exercise of the taxing power of the City to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision.

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 Indentures contained, against any past, present or future member, alderman, officer, employee or agent of the City, either directly or indirectly or through the City or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, alderman, officer, employee or agent, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indentures and the issuance of any of the Bonds.

After consultation with the Underwriters and the Company, the Mayor and the City Comptroller of the City are hereby authorized and directed to fix the aggregate principal amount of the Bonds, the aggregate principal amount of the Bonds of each series, the designation of each series of the Bonds, the dated date of the Bonds of each series, the date of issuance of each series of Bonds, the maturity date or dates of each series of the Bonds, the redemption provisions applicable to each series of the Bonds, the initial interest rate or rates to be borne by each series of the Bonds and the initial Rate Periods during which such rates are to be applicable, the tender provisions applicable to each series of the Bonds and the sale price. The execution of the Bonds of any series by the Mayor or the City Comptroller of the City shall constitute conclusive evidence of such officer's fixing of the aforesaid provisions.

The City Council hereby finds that the issuance and sale of the Bonds to refund the Series D Bonds will further the public purposes of the City as recited in the preambles of this ordinance.

SECTION 2. Authorization of Indentures. The Indentures, in substantially the forms presented to this meeting and filed with this ordinance in the records of the City Council, under which the City shall pledge and assign certain of its rights under the respective Loan Agreements to the Trustee for the benefit of the owners of the Bonds upon the terms and conditions as set forth in said forms of Indentures, submitted to and reviewed by the City Council on the date hereof, is hereby approved, and the Mayor or the City Comptroller is hereby authorized to execute and deliver the Indentures on behalf of the City with such changes therein as the Mayor or the City Comptroller, as the case may be, shall deem advisable, the signature of such officer being conclusive evidence of such approval thereof.

SECTION 3. Authorization of Loan Agreements. The Loan Agreements, in substantially the forms presented to this meeting and filed with this ordinance in the records of the City Council, under which the City shall loan the proceeds of the Bonds to the Company to be used to refund the Series D Bonds upon the terms and conditions as set forth in said forms of Loan Agreements, submitted to and reviewed by the City Council on the date hereof, is hereby approved, and the Mayor or the City Comptroller is hereby authorized to execute and deliver the Loan Agreements with such changes therein as the Mayor or the City Comptroller, as the case may be, shall deem advisable, the signature of such officer being conclusive evidence of such approval thereof.

SECTION 4. Authorization of Contract of Purchase. The Contract of Purchase, in substantially the form presented to this meeting and filed with this ordinance in the records of the City Council, under which the City agrees to sell the Bonds to the Underwriters upon the terms and conditions as set forth in said form of Contract of Purchase, submitted to and reviewed by the City Council on the date hereof, is hereby approved, and the Mayor or

the City Comptroller is hereby authorized to execute and deliver the Contract of Purchase, with the concurrence of the Chairman of the Committee on Finance of the City, with such changes therein as the Mayor or the City Comptroller, as the case may be, and the Chairman of the Committee on Finance of the City shall deem advisable, including amendments to accommodate a selling group, the signatures of such officers being conclusive evidence of such approval.

SECTION 5. Authorization of Official Statement. Distribution of a Preliminary Official Statement or Preliminary Official Statements and a final Official Statement or Official Statements in connection with the offering of the Bonds for sale is hereby authorized and approved.

SECTION 6. Approval of Bonds; Execution of Bonds and Documents. The forms of the Bonds set forth in the Indentures presented to this meeting, subject to appropriate insertions and revisions in order to comply with the provisions of the Indentures (as executed) or the ordinance be, and the same hereby are, approved, and when the same shall be executed on behalf of the City in the manner contemplated by the Indentures and this ordinance they shall represent the approved forms of the Bonds of the City. The Mayor or the City Comptroller of the City is hereby authorized and directed to cause the Bonds to be prepared in the forms now before this meeting and hereby approved subject to appropriate insertion and revisions in order to comply with the provisions of the Indentures (as executed) and this ordinance. The Bonds shall be executed in the name of the City with the manual or facsimile signature of the Mayor or the City Comptroller and shall be attested with the manual or facsimile signature of the City Clerk and the corporate seal of the City or facsimile thereof shall be imprinted or impressed on each Bond. The Mayor, the City Comptroller or the City Clerk of the City is hereby authorized and directed to deliver the Bonds to the Trustee for authentication, as so executed, for and on behalf of, and as the act and deed of, the City in the manner provided in the Indentures, as executed, and the Trustee is hereby required to authenticate the Bonds in accordance with the Indentures.

If any of the officers who shall have signed or sealed any of the Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the City, although at the nominal date of such Bonds any such person shall not have been such officer of the City.

SECTION 7. Information Return for Private Activity Bond Issues on Form 8038. The Mayor or the City Comptroller of the City is hereby authorized and directed to cause to be prepared an Information Return for

Private Activity Bond Issues on Form 8038 with respect to the Bonds and to execute such Form 8038 and to file or cause such Form 8038 to be filed with the Internal Revenue Service, all in accordance with the provisions of Section 149(e) of the Code, and Treasury Regulation Section 1.149(e)-1, any such Form 8038 to be based upon information the accuracy of which has been certified by the Company.

SECTION 8. Appointment of the Remarketing Agent. If and to the extent the Bonds bear interest at an Adjusted Interest Rate, the Mayor or the City Comptroller of the City is hereby authorized to act on behalf of the City in connection with the appointment or replacement of the Remarketing Agent under the Indenture relating to such Bonds.

SECTION 9. Further Authority. The Mayor or City Comptroller of the City is hereby authorized and directed to execute and deliver a certificate or certificates to substantiate the conclusion that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, such certificate or certificates to be based upon information the accuracy of which has been certified by the Company. The City shall, and the officers and agents of the City are hereby authorized and directed to take such action and execute such other documents, financing statements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Indentures, the Loan Agreements and the Contract of Purchase, as executed, and all acts and doings of the officers of the City which are in conformity with the purposes and intent of this ordinance and in furtherance of the issuance and sale of the Bonds and the refunding of the Series D Bonds shall be, and are hereby in all respects, authorized, approved and confirmed.

SECTION 10. Tefra Notice; Public Approval. If it is determined that the maturity of the Bonds will be later than March 1, 2015, the publication on behalf of the City of notice of public hearing, and the conduct of such public hearing by the Committee on Finance of the City, as required by Section 147(f)(2) of the Code, is hereby authorized and approved. In the event the passage and approval of this ordinance shall occur subsequent to such public hearing, such passage and approval shall constitute the "public approval" required by said Section 147(f)(2) of the Code.

SECTION 11. Severability. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provisions shall for any reason be declared invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

SECTION 12. Inconsistent Ordinances, Resolutions and Orders. To the extent that any ordinances, resolutions and orders, or parts thereof, conflict with the provisions of this ordinance, the provisions of this ordinance shall control.

SECTION 13. Ordinance Irrepealable. After the Bonds of any series are issued, this ordinance shall be and remain irrepealable until such Bonds and the premium, if any, and interest thereon shall have been fully paid, cancelled and discharged.

SECTION 14. Effective Date. This ordinance shall be in full force and effect upon its passage and approval as by law provided.

Indenture of Trust (Fixed Rate), Loan Agreement (Fixed Rate), Indenture of Trust (Multi-Modal), Loan Agreement (Multi-Modal) and Contract of Purchase referred to in this ordinance read as follows:

City Of Chicago, Illinois

To

The First National Bank Of Chicago

As Trustee.

Indenture Of Trust
[Fixed Rate]

Securing Gas Supply Revenue Bonds, 1995 Series A.

(The Peoples Gas Light And Coke Company Project)

Dated As Of _____ 1, 1995.

This Indenture of Trust, dated as of _____ 1, 1995, between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government of the State of Illinois (hereinafter defined as the "Issuer"), and The First National Bank of Chicago, a banking association organized and existing under the laws of the United States of America with its principal corporate trust office located at One First National Plaza, Suite 0126, Chicago, Illinois 60670, as Trustee (hereinafter defined as the "Trustee");

Witnesseth:

Whereas, The Issuer 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, having a population in excess of 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, Pursuant to its powers as a home rule unit of government, the Issuer has heretofore issued $50,000,000 aggregate principal amount of City of Chicago, Illinois, Fixed Rate Gas Supply Revenue Bonds, 1985 Series D (The Peoples Gas Light and Coke Company Project), all of which are currently outstanding (the "Prior Bonds"); and

Whereas, The proceeds of the Prior Bonds were lent by the Issuer to The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company") for the purpose of defraying a portion of the cost of certain gas supply facilities, designed as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Internal Revenue Code of 1986, as amended (the "Project"); and

Whereas, Pursuant to an ordinance adopted by the City Council of the Issuer in the exercise of its powers as a home rule unit of government, the Issuer has authorized the issuance of its City of Chicago, Illinois, Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project) (the "Bonds") in the aggregate principal amount of $50,000,000, the proceeds of which are to be used to refund a like principal amount of the Prior Bonds; and

Whereas, The Issuer has entered into a Loan Agreement (the "Agreement") with the Company specifying the terms and conditions of the loan of the proceeds of the Bonds to the Company for the purpose of refunding a like principal amount of the Prior Bonds and the repayment of said loan; and

Whereas, The execution and delivery of this Indenture and the issuance of the Bonds in the aggregate principal amount of $50,000,000 have been in all respects duly and validly authorized by ordinance duly adopted by the Issuer; and

Whereas, The Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following form and Trustee's certificate of authentication is also to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to wit:

[Form Of Bond]

United States Of America

State Of Illinois

City Of Chicago, Illinois

Gas Supply Revenue Bond, 1995 Series A.

(The Peoples Gas Light And Coke Company Project)

Registered
No. R-_____ Registered
$_____

Interest Rate: _____%

Maturity Date: _____1, ____ C.U.S.I.P.: _____

Registered Owner:

Principal Amount: Dollars

City of Chicago, Illinois (the "Issuer"), a municipal corporation and a home rule unit of government of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above, and to pay (but only out of the source hereinafter provided) interest on the balance of said Principal Amount from time to time remaining unpaid until payment of said Principal Amount has been made or duly provided for, at the rates and on the dates determined as described herein and in the Indenture, as hereinafter defined, and to pay (but only out of the source hereinafter provided) interest on overdue principal at the rate borne by this Bond on the date on which such principal became due and payable, except as the provisions set forth in the Indenture with respect to redemption or acceleration prior to maturity may become applicable hereto, the principal of and premium, if any, and interest on this Bond being payable in lawful money of the United States of America at the Principal Office or the New York Office of the First National Bank of Chicago, as Trustee, or its successor in trust (the "Trustee"); provided, however, payment of interest on any Interest Payment Date (as hereinafter defined) shall be made to the registered owner hereof as of the close of business on the Record Date (as hereinafter defined) with respect to such Interest Payment Date and shall be (i) paid by check or draft mailed to such registered owner

hereof at his address as it appears on the registration books of the Issuer maintained by the Trustee or at such other address as is furnished in writing by such registered owner to the Trustee not later than the close of business on the Record Date or (ii) transmitted by wire transfer to the accounts with members of the Federal Reserve System located within the continental United States of America of those owners which own at least $1,000,000 in aggregate principal amount of the Bonds and which shall have provided wire transfer instructions to the Trustee prior to the close of business on such Record Date.

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.

This Bond And All Other Bonds Of The Issue Of Which It Forms A Part Shall Never Constitute The Debt Or Indebtedness Of The Issuer Within The Meaning Of Any Provision Or Limitation Of The Constitution Or Statutes Of The State Of Illinois Nor Constitute Or Give Rise To A Pecuniary Liability Of The Issuer Or Charge Against Its General Credit Or Taxing Powers.

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 until the certificate of authentication hereon shall have been duly executed by the Trustee.

In Witness Whereof, The City of Chicago, Illinois has caused this Bond to be executed in its name by the facsimile signature of its Mayor and attested by the facsimile signature of its City Clerk and its corporate seal to be impressed or imprinted hereon, all as of _____, 199__.

City of Chicago, Illinois

By: _____[Facsimile]_____
Mayor

Attest:

By: [Facsimile]
City Clerk

[Form Of Trustee's Certificate Of Authentication]

This Bond is one of the Bonds described in the within-mentioned Indenture.

Date of Authentication:

The First National Bank of Chicago,
as Trustee

Authorized Officer

[Reverse Of Bond]

This Bond is one of a duly authorized issue of Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project) (hereinafter referred to as the "Bonds"), limited in aggregate principal amount to $50,000,000, issued pursuant to an Indenture of Trust dated as of _____ 1, 1995, between the Issuer and the Trustee (which Indenture, as from time to time supplemented and amended, is hereinafter referred to as the "Indenture"), for the purpose of refunding a like principal amount of City of Chicago, Illinois, Fixed-Rate Gas Supply Revenue Bonds, 1985 Series D (The Peoples Gas Light and Coke Company Project) (the "Prior Bonds"), which Prior Bonds were previously issued by the Issuer to finance a portion of the costs of acquiring, constructing and improving certain gas supply facilities (the "Project") located wholly within the corporate boundaries of the Issuer. Under the terms of a Loan Agreement dated as of _____ 1, 1995, between the Issuer and the Company (which Loan Agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement"), proceeds from the sale of the Bonds are to be loaned by the Issuer to the Company. The Bonds are secured by and entitled to the protection of the Indenture. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and

obligations of the Issuer, the Trustee and the owners of the Bonds and the terms upon which the Bonds are or may be issued and secured.

To secure the payment of the Bonds and premium, if any, and interest thereon, the Company has issued its First and Refunding Mortgage Bonds, Series ____ (the "First Mortgage Bonds"), in the principal amount of $50,000,000 pursuant to the Mortgage dated January 2, 1926, from Chicago By-Product Coke Company to Bank of America Illinois (successor to Illinois Merchants Trust Company), as Trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any time by supplemental indentures, including the Series ____ First Mortgage Supplemental Indenture dated as of _____ 1, 1995. The First Mortgage Bonds are issued to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Bonds.

This Bond may be transferred or exchanged by the registered owner hereof in person or by his attorney duly authorized in writing at the Principal Office or the New York Office of the Trustee but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer or exchange a new registered Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor.

Interest on this Bond shall be payable on each Interest Payment Date for the period commencing on the next preceding Interest Payment Date (or if no interest has been paid hereon, commencing on the Dated Date) and ending on the day next preceding such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds shall be in default, the Bonds shall bear interest from the last date to which interest has been paid in full or duly provided for on the Bonds, or if no interest has been paid or duly provided for on the Bonds, from the Dated Date. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The term "Interest Payment Date" means the first day of each _____ and _____, commencing _____ 1, 1995.

The term "Record Date" means the fifteenth day of the calendar month next preceding such Interest Payment Date.

The Bonds shall be deliverable in the form of registered Bonds without coupons in the denominations of $5,000 and any integral multiple thereof.

The Bonds Are Subject To Optional And Mandatory Redemption As Provided In The Indenture.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and pursuant to an ordinance of the City Council of the Issuer. This Bond and the series of which it forms a part are limited obligations of the Issuer payable solely out of the revenues and receipts derived by the Issuer under the Agreement (except as provided in the Indenture to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), which revenues and receipts include among other things the payments made on the First Mortgage Bonds delivered by the Company pursuant to the Agreement. No owner of any of the Bonds has the right to compel any exercise of taxing power of the Issuer to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds do not constitute an indebtedness of the Issuer, or a loan of credit thereof within the meaning of any constitutional or statutory provision. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal of, premium, if any, and interest on the Bonds are to be paid by the Company to the Trustee and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 1995 Series A", and all such payments have been duly pledged and assigned to the Trustee under the Indenture to secure payment of such principal, premium, if any, and interest.

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 member, alderman, officer or employee of the Issuer, or through the Issuer, or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, alderman, officer or employee, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If an event of default as defined in the Indenture occurs, the principal of all Bonds issued under the Indenture may be declared due and payable upon the conditions and in the manner and with the effect provided in the Indenture.

The Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other

purposes, whether or not this Bond be overdue, and neither the Issuer, the Trustee nor any such agent shall be affected by notice to the contrary.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of payment, registration, transfer or exchange of Bonds, including a provision that under certain circumstances the Bonds shall be deemed to be paid if Government Obligations, 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 and 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.

Terms which are used herein as defined terms and which are not otherwise defined shall have the meanings assigned to them in 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	_____ Custodian _____ (Cust.) (Minor) under Uniform Gifts to Minors Act _____ (State)
Ten. Ent. --	as tenants by the entireties	
Jt. Ten. --	as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used though not in the above list.

Assignment.

For Value Received, The undersigned sells, assigns and transfers unto

_____
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

_____

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

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

[End Of Bond Form]

Whereas, The execution and delivery of the Bonds and of this Indenture have been duly authorized and all things necessary to make the Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this Indenture a valid and binding agreement have been done; now, therefore,

This Indenture Of Trust Witnesseth:

That the Issuer 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 Issuer by the Trustee at

or before the execution and delivery of these presents and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds outstanding hereunder from time to time, according to their tenor and effect, and to secure the observance and performance by the Issuer 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 of the rights and interest of the Issuer in and to the First Mortgage Bonds (as hereinafter defined) and the Agreement, including all extensions and renewals of the term thereof, if any, together with all right, title and interest of the Issuer therein (except for the right of the Issuer to the payment of costs, expenses and indemnification pursuant to Sections 3.3(b)(i)(C), 5.3 and 6.4 of the Agreement and any rights of the Issuer to receive any notices, certificates, requests, requisitions or other communications under the Agreement) including, but without limiting the generality of the foregoing, the present and continuing right to receive receipt for, collect or make claim for any of the moneys, income, revenues, issues, profits and other amounts payable or receivable thereunder, including payments made by the Company under the Agreement, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer or any other person is or may become entitled to do under the Agreement; and

Granting Clause Second.

All payments to be received by the Issuer (except as provided in the preceding paragraph) under the Agreement, together with all other Revenues, and all moneys and earnings thereon held by the Trustee in the Bond Fund under the terms of the Indenture; and

Granting Clause Third.

Any and all other property of each name and 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 Issuer or by anyone on its behalf or with its written consent, to the Trustee, which are hereby authorized to

receive any and all such property 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 respective successors in said Trust and assigns forever.

In Trust Nevertheless, Upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds (except as otherwise provided herein).

Provided, However, That if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal 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 true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article VI hereof or shall provide, as permitted by Article VIII hereof, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

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

Article I.

Definitions And Rules Of Interpretation.

Section 101. Rules Of Interpretation.

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

(A) All references in this Indenture to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Indenture.

(B) The words "herein", "hereof", "hereto", "hereby" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

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

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

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

(F) All other terms used herein which are defined in the Agreement shall have the same meanings assigned them in the Agreement unless the context otherwise requires.

Section 102. Definitions.

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

"Agreement" means the Loan Agreement executed by and between the Issuer and the Company of even date herewith, as from time to time supplemented and amended.

"Authorized Company Representative" means any person at the time designated to act on behalf of the Company by a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Company by any officer of the Company. Such certificate may designate an alternate or alternates.

"Authorized Issuer Representative" means the Mayor, City Comptroller or any person at the time designated to act on behalf of the Issuer by a written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor. Such certificate shall designate an alternate or alternates.

"Authorized Denominations" means $5,000 or any integral multiple thereof.

"Beneficial Owner" means the actual purchaser of each Bond the ownership interest of which is recorded on the records of the Direct and/or Indirect Participants.

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

"Bond Fund" means City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 1995 Series A by Section 602 thereof.

"Bondholder" or "Owner", or "holder" or "owner" means the registered owner of any Bond.

"Bonds" means the $50,000,000 aggregate principal amount of Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project), to be issued by the Issuer hereunder.

"Business Day" means any day which is not a Sunday or a legal holiday or a day (including Saturday) on which banking institutions in Chicago, Illinois, in New York, New York, and in the city where the Principal Office of the Trustee is located are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder or (to the extent applicable) under prior law, including temporary regulations.

"Collateral Release Fund" means the Collateral Release Fund created by Section 614 hereof.

"Company" means The Peoples Gas Light and Coke Company, a corporation organized and existing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation as permitted in Section 5.1 of the Agreement.

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

"Dated Date" means _____ 1, 1995.

"Default" or "event of default" means any occurrence or event specified in and defined by Section 901 hereof.

"Direct Participant" means any direct participant in the book-entry system of D.T.C..

"D.T.C." means The Depository Trust Company, a New York corporation, and its successors and assigns.

"D.T.C. Delivery" means delivery in accordance with the procedures of D.T.C. including D.T.C.'s Delivery Order Procedures.

"Extraordinary Services" and "Extraordinary Expenses" mean all services rendered and all reasonable expenses, including counsel fees, incurred under this Indenture and the Tax Agreement other than Ordinary Services and Ordinary Expenses including any tax or governmental charge due in connection with the exchange of any Bond which is not chargeable to the Bondholder pursuant to Section 204 hereof.

"First Mortgage Bonds" means the First and Refunding Mortgage Bonds, Series __, issued pursuant to the Series __ First Mortgage Supplemental Indenture concurrently with the issuance and delivery by the Issuer of the Bonds.

"First Mortgage Indenture" means the Mortgage, dated January 2, 1926, from Chicago By-Product Coke Company to Bank of America Illinois (successor to Illinois Merchants Trust Company), as Trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any time by supplemental indentures, including the Series __ First Mortgage Supplemental Indentures.

"First Mortgage Trustee" means Continental Bank, National Association, as Trustee under the First Mortgage Indenture, or its successor as such Trustee.

"Government Obligations" means non-callable direct general obligations of, or obligations the payment of the principal and interest of which are unconditionally guaranteed by, the United States of America.

"Indenture" means these presents as supplemented and amended by any supplemental indentures executed by the Issuer and the Trustee pursuant to Article XII hereof.

"Indirect Participant" means any Person on behalf of whom a Direct Participant holds an interest in the Bonds.

"Interest Payment Date" means the first day of each _____ and _____, commencing _____ 1, 1995.

"Issuer" means the City of Chicago, Illinois, the party of the first part hereto, and any successor body to the duties and functions of the Issuer.

"Maturity Date" means _____ 1, _____.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company with notice to the Trustee.

"New York Office" of the Trustee means First Chicago Trust Company of New York, 14 Wall Street, Eighth Floor, New York, New York 10005, or such other address as may be designated by the Trustee by appropriate notice at least thirty (30) days prior to any change in such address.

"Ordinary Services" and "Ordinary Expenses" mean those services rendered and those reasonable expenses incurred by the Trustee hereunder which are equivalent to those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

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

A. Bonds theretofore canceled or required to be canceled under Section 210 hereof;

B. Bonds which are deemed to be paid in accordance with Article VIII hereof; and

C. Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article II hereof.

In determining whether the Owners of a requisite aggregate principal amount of outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of this Indenture, Bonds which are owned of record by the Company or any affiliate thereof or held by the Trustee for the account of the Company shall be disregarded and deemed not to be Outstanding hereunder for the purpose of any such determination (except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned or held shall be disregarded) unless all Bonds are owned by the Company or any affiliate thereof and/or held by the Trustee for the account of the Company, in which case such Bonds shall be considered outstanding for the purpose of such determination. For the purpose of this definition, an

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

"Participant" means any Direct Participant or Indirect Participant, or any participant in the book-entry system of the Securities Depository if other than D.T.C..

"Paying Agent" means the Trustee.

"Person" means natural persons, partnerships, associations, corporations, trusts and public bodies.

"Principal Office" means, with respect to the Trustee, the principal corporate trust office of the Trustee, which office at the date of acceptance of the Trustee of the duties and obligations imposed upon it hereunder is located at the address specified in Section 1404 hereof.

"Prior Agreement" means the Loan Agreement dated as of March 1, 1985, between the Issuer and the Company, as supplemented and amended by the Third Supplemental Loan Agreement dated as of March 1, 1985, relating to the Prior Bonds.

"Prior Bond Fund" means the fund established pursuant to Section 402 of the Prior Indenture.

"Prior Bonds" means the City of Chicago, Illinois, Fixed-Rate Gas Supply Revenue Bonds, 1985 Series D (The Peoples Gas Light and Coke Company Project), currently outstanding in the aggregate principal amount of $50,000,000.

"Prior Indenture" means the Indenture of Trust dated as of March 1, 1985, between the Issuer and the Prior Trustee, as supplemented and amended by the Third Supplemental Indenture of Trust dated as of March 1, 1985, pursuant to which the Prior Bonds were issued.

"Project" means the Project as defined in the Prior Agreement.

"Rating Category" or "Rating Categories" means one or more of the generic rating categories of a nationally recognized securities rating agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Rebate Fund" means the Rebate Fund, if any, created and established pursuant to the Tax Agreement.

"Record Date" means, with respect to any Interest Payment Date the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Registrar" means the Trustee.

"Revenues" means (i) all amounts payable by the Company pursuant to Section 4.1 of the Agreement, (ii) all amounts payable in respect of the principal, premium, if any, and interest on the First Mortgage Bonds, (iii) any portion of net proceeds of the Bonds deposited with the Trustee under Section 603 hereof for the payment of accrued interest, (iv) earnings on moneys on deposit in the Bond Fund, and (v) any other moneys paid by the Company pursuant to Section 4.3 of the Agreement. Revenues shall not include any amounts payable by the Company pursuant to Sections 3.3(b)(i)(C), 5.3 and 6.4 of the Agreement.

"Securities Depository" means D.T.C. or, alternatively, any other "clearing agency" (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended, selected by the Issuer and the Trustee at the direction and expense of the Company.

"Series __ First Mortgage Supplemental Indenture" means the Supplemental Indenture of even date herewith to the First Mortgage Indenture pursuant to which the First Mortgage Bonds are issued.

"S. & P." means Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company, with notice to the Trustee.

"State" means the State of Illinois.

"Tax Agreement" means the Tax Exemption Certificate and Agreement dated as of the date of delivery of the Bonds, among the Issuers, the Company and the Trustee.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"Trustee" means The First National Bank of Chicago and any successor trustee pursuant to Section 1105 or 1109 hereof at the time serving as successor Trustee hereunder.

"Underwriters" means, collectively, [Goldman, Sachs & Co.; Smith Barney Shearson, Inc.; Pryor, McClendon, Counts & Co., Inc.; and Artemis Capital Group, Inc.].

Article II.

The Bonds.

Section 201. Authorized Amount And Purpose Of Bonds.

No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $50,000,000 except as provided in Section 208 hereof. The Bonds shall be issued for the purpose of refunding a like principal amount of the Prior Bonds, as provided in the Agreement. The proceeds of the Bonds (excluding accrued interest, if any) shall be promptly remitted by the Trustee to the Prior Trustee for deposit in the Prior Bond Fund and used to pay the principal of the Prior Bonds upon the redemption thereof.

Section 202. Issuance Of Bonds.

The Issuer may issue the Bonds following the execution of this Indenture; and the Trustee shall, at the Issuer's written request, authenticate such Bonds and deliver them as specified in such request. The Bonds shall be designated "City of Chicago, Illinois Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project)". The Bonds shall be issuable as fully registered Bonds without coupons in Authorized Denominations. Unless the Issuer shall otherwise direct, the Bonds shall be numbered as determined by the Trustee.

The Bonds shall be dated as of the Dated Date, shall mature, subject to prior redemption upon the terms and conditions hereinafter set forth, on the Maturity Date and shall bear interest as herein provided from the Dated Date. Interest on each Bond shall be payable on each Interest Payment Date for each such Bond for the period commencing on the next preceding Interest Payment Date (or if no interest has been paid thereon, commencing on the Dated Date) and ending on the day next preceding such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds shall be in default, Bonds shall bear interest from the last date to which interest has been paid in full or duly provided for on the Bonds or, if no interest has been paid or duly provided for on the Bonds, from the date thereof. Each Bond shall bear interest on overdue principal at the rate borne by the Bonds on the date on which such principal became due and payable. The Trustee shall insert the date of authentication of each Bond in the place provided for such purpose in the form of certificate of authentication of Trustee to be printed on each Bond.

The principal of and premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the

respective dates of payment thereof, is legal tender for the payment of public and private debts (which shall be immediately available funds and such principal and premium, if any, shall be payable at the Principal Office or the New York Office of the Trustee. Payment of interest on any Interest Payment Date on any Bond shall be made to the Owner thereof as of the close of business on the Record Date immediately prior thereto and shall be (i) made by check or draft mailed on the Interest Payment Date to the Owner as of the close of business on the Record Date immediately preceding the Interest Payment Date, at his address as it appears on the registration books of the Issuer or at such other address as is furnished to the Trustee in writing by such Owner not later than the close of business on the Record Date for such Interest Payment Date, or (ii) transmitted by wire transfer to the accounts with members of the Federal Reserve System located within the continental United States of America of those Owners which own at least $1,000,000 in aggregate principal amount of the Bonds and which shall have provided wire transfer instructions to the Trustee prior to the close of business on such Record 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 Owners in whose names any such Bonds are registered at the close of business on the fifth (5th) Business Day next preceding the date of payment of such defaulted interest.

Section 203. Interest On The Bonds.

The Bonds shall bear interest from and including the Dated Date at the rate of _____ % per annum (computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months) until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or otherwise. Interest on the Bonds shall be paid on each Interest Payment Date.

Section 204. Ownership, Transfer, Exchange And Registration Of Bonds.

The Issuer shall cause books for the registration and for the transfer of the Bonds as provided herein to be kept by the Trustee, which is hereby constituted and appointed the Registrar and transfer agent for the Bonds. The Issuer shall prepare and deliver to the Trustee, and the Trustee shall keep custody of, a supply of unauthenticated Bonds duly executed by the Issuer, as provided in Section 205 hereof, for use in the transfer and exchange of Bonds. The Trustee is hereby authorized and directed to complete such forms of Bonds as to principal amounts and registered owners, in accordance with the provisions hereof, in effecting transfers and exchanges of Bonds as provided herein.

Upon surrender for transfer of any Bond at the Principal Office or the New York Office of the Trustee, duly endorsed for transfer or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee duly executed by the Owner or his attorney duly authorized in writing, the Trustee shall date and execute the certificate of authentication on and deliver in the name of the transferee or transferees a new Bond or Bonds duly executed by the Issuer of Authorized Denominations and for a like aggregate principal amount.

Any Bond or Bonds may be exchanged at the Principal Office or the New York Office of the Trustee for a new Bond or Bonds of like aggregate principal amount of other Authorized Denominations. Upon surrender of any Bond or Bonds for exchange, the Trustee shall date and execute the certificate of authentication on and deliver a new Bond or Bonds duly executed by the Issuer which the Bondholder making the exchange is entitled to receive.

The Trustee shall not be required to transfer or exchange any Bond after the mailing of notice calling such Bond or portion thereof for redemption, nor during the period of ten (10) days next preceding the mailing of such notice of redemption.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium, if any, or interest on any Bond shall be made only to or upon the written order of the Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In connection with the transfer or exchange of any Bond as herein provided, the Bondholder requesting such transfer or exchange (other than an exchange upon a partial redemption of a Bond) shall pay any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange, but otherwise no charge shall be made to the Bondholder for such transfer or exchange.

Section 205. Execution; Limited Obligation.

The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or facsimile signature of its City Clerk, and shall have impressed or imprinted thereon the corporate seal of the Issuer or a facsimile thereof. Any such facsimile signatures shall have the same force and effect as if said Mayor or City Clerk, as the case may be, had manually signed each of said Bonds.

In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such

Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with premium, if any, and interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except as provided in this Indenture and the Agreement to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the respective owners thereof only against the Bond Fund and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture and the Agreement. No owner of any of the Bonds shall have the right to compel any exercise of taxing power of the Issuer thereof to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds shall not constitute an indebtedness of the Issuer thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision.

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 this Indenture contained, against any past, present or future member, councilman, officer, employee or agent of the Issuer, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, councilman, officer, employee or agent, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

Section 206. Authentication.

No Bond shall be valid for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of authentication shall be conclusive proof that such Bond has been duly authenticated and delivered under this Indenture and that the holder thereof is entitled to the security and benefits of the trust hereby created. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Upon authentication of any Bond, the Trustee shall set forth on such Bond the date of such authentication.

Section 207. Form Of Bonds.

The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Section 208. Mutilated, Destroyed, Lost Or Stolen Bonds.

In the event any Bond or temporary Bond is mutilated, lost, stolen or destroyed, the Trustee may authenticate a new Bond duly executed by the Issuer of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the Issuer and the Trustee satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee on behalf of the Issuer may pay the same without surrender thereof. The Issuer and the Trustee may charge the Owner of such Bond with their reasonable fees and expenses in this connection. The Issuer shall cooperate with the Trustee in connection with the issue of replacement Bonds, but nothing in this section shall be construed in derogation of any rights which the Issuer, the Company or the Trustee may have to receive indemnification against liability, or payment or reimbursement of expenses, in connection with the issue of a replacement Bond.

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

Section 209. Temporary Bonds.

Pending preparation of definitive Bonds, or by agreement with the purchasers of all Bonds, the Issuer 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 Issuer, 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 210. Cancellation And Disposition Of Surrendered Bonds.

Whenever any Outstanding Bond shall be delivered to the Trustee for transfer, exchange or cancellation pursuant to this Indenture, upon payment of the principal amount represented thereby, or for replacement pursuant to Section 208 hereof, such Bond shall be promptly canceled and disposed of by the Trustee, and counterparts of a certificate of disposition evidencing such disposition shall be furnished by the Trustee to the Issuer and the Company.

Section 211. Refunding Bonds.

The Issuer may issue, and expressly reserves the right to issue, to the extent permitted by law, refunding bonds under another indenture to refund all or any principal amount of the Bonds; provided, however, that the net proceeds of any such bonds used to refund all or any principal amount of the Bonds shall be paid directly to the Trustee for the Bondholders and shall not come into the possession or control of the Company.

Section 212. Use Of Certain Moneys In The Bond Fund Upon Refunding.

In the event that refunding bonds shall be issued by the Issuer to pay the principal of or premium, if any, on all or any portion of the Bonds, the net proceeds of the refunding bonds remaining after payment of expenses incident to the refunding shall be deposited by the Issuer into the Bond Fund as provided in Section 603 hereof. All moneys remaining in the Bond Fund on the date of the refunding to be used to pay interest on the Bonds to be refunded shall be held, as collateral for the payment of the Bonds to be refunded, by the Trustee, in trust for and on behalf of the Owners of the Bonds to be refunded, together with the portion of the proceeds of the sale of the refunding bonds so deposited and any investments or reinvestments of such proceeds, in one or more separate subaccounts in the Bond Fund irrevocably in trust for the respective holders of Bonds to be refunded, and upon defeasance of the Bonds to be refunded as provided in Article VIII hereof shall be held, invested and used as provided in Article VIII hereof. Investment income or profit on any such investments or reinvestments shall remain in the Bond Fund.

Section 213. Delivery Of The Bonds.

Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and deliver them to the purchasers as directed by the Issuer as hereinafter in this section 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 Issuer, of the ordinance adopted and approved by its governing body authorizing the execution and delivery of this Indenture and the Agreement, and the issuance, sale and delivery of the Bonds.

(2) Original executed counterparts of this Indenture and the Agreement.

(3) The executed and authenticated First Mortgage Bonds required to be assigned by the Issuer and delivered to the Trustee pursuant to the Agreement.

(4) A written request and authorization to the Trustee on behalf of the Issuer and signed by two authorized officers of the Issuer to authenticate and deliver the Bonds to the purchasers therein identified upon payment to the Trustee, but for account of the Issuer, of a sum equal to the purchase price thereof plus accrued interest, if any, thereon to the date of delivery. Such proceeds shall be paid over to the Trustee and deposited as hereinafter provided under Article VI hereof.

(5) An opinion of Bond Counsel to the effect that the Bonds have been duly and validly issued, and setting forth the particulars thereof.

Section 214. Book-Entry System.

The Bonds shall be initially issued in the name of Cede & Co., as nominee for D.T.C. as the initial Securities Depository and as registered owner of the Bonds, and held in the custody of the Securities Depository. A single certificate will be issued and delivered to D.T.C. for each maturity of the Bonds. The Beneficial Owners will not receive physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as there shall be a Securities Depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner's allocable share of any tax, fee or other governmental charge that may be imposed in relation thereto.

The Trustee and the Issuer, at the direction and expense of the Company, may from time to time appoint a successor Securities Depository and enter

into an agreement with the Securities Depository, to establish procedures with respect to the Bonds not inconsistent with the provisions of this Indenture. Any successor Securities Depository shall be a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended.

Neither the Issuer, the Company, the Trustee nor the Remarketing Agent will have any responsibility or obligation to any Securities Depository, any Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant; (ii) the payment by the Securities Depository or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption or purchase price of, or interest on, any Bonds; (iii) the delivery of any notice by the Securities Depository or any Participant; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any other action taken by the Securities Depository or any Participant.

Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner under the following circumstances:

(a) The Securities Depository determines to discontinue providing its service with respect to the Bonds and no successor has been appointed by the Company. Such a determination may be made by a Securities Depository at any time by giving notice to the Company, the Issuer and the Trustee and discharging its responsibilities with respect thereto under applicable law.

(b) The Company determines that continuation of the system of book-entry transfers through the Securities Depository is not in the best interests of the Beneficial Owners.

Whenever, during the term of the Bonds, the beneficial ownership thereof is determined by a book-entry at the Securities Depository, the requirements in this Indenture of holding, delivering, tendering or transferring Bonds shall be deemed modified to require the appropriate person to meet the requirements of the Securities Depository as to registering or transferring the book-entry to produce the same effect.

If at any time, D.T.C. or any other Securities Depository ceases to hold the Bonds, all references herein to D.T.C. or such other Securities Depository, as the case may be, shall be of no further force or effect.

So long as any such agreement with a Securities Depository is in effect, the Issuer, the Company, the Trustee and the Remarketing Agent will recognize the Securities Depository or its nominee as the Bondholder for all purposes, including notices and voting; provided, however, the term Owner, as it appears in Section 301(B)(2) hereof (but not for any other provision of

this Indenture, except only as specifically provided herein), shall be deemed to include the Beneficial Owner.

Article III.

Redemption Of Bonds Before Maturity.

Section 301. 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) Optional Redemption.

(1) The Bonds are subject to optional redemption by the Issuer, at the written direction of the Company, in whole but not in part, at any time, at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the redemption date, if any, of the following shall have occurred:

(a) if in the Company's reasonable judgment unreasonable burdens or excessive liabilities shall have been imposed upon the Issuer or the Company with respect to the Project or the operation thereof, including, without limitation, federal, state or other ad valorem property, income or other taxes, other than ad valorem taxes presently levied upon privately owned property used for the same general purposes as the Project; or

(b) if changes in the economic availability of raw materials, operating supplies, fuel or other energy sources or supplies, or facilities necessary for the operation of the Project or such technological or other changes shall have occurred which in the Company's reasonable judgment render the Project uneconomic for such purpose; or

(c) any court or administrative body shall enter an order or decree preventing operations at the Project for six (6) consecutive months; or

(d) any court or administrative agency shall issue an order, decree or regulation the compliance with which would, in the opinion of the Company, render the continuation of the Project's operations economically unfeasible.

Any such redemption shall be on any date within ninety (90) days from the time the Company files a written notice with the Issuer and the Trustee and directs that the Bonds are to be redeemed, which direction must be given, if

at all, within one hundred eighty (180) days following the occurrence of one of the events listed above permitting the exercise of the option.

(2) The Bonds are also subject to optional redemption prior to maturity by the Issuer, at the written direction of the Company, in whole or in part (and if in part, by lot in such manner as may be designated by the Trustee), on or after December 1, 2003, and at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued interest, if any, to the redemption date:

Redemption Dates	Redemption Price
December 1, 2003 through November 30, 2004	102%
December 1, 2004 through November 30, 2005	101%
December 1, 2005 and thereafter	100%

(3) The Bonds are subject to optional redemption by the Issuer, in whole but not in part, at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the redemption date, in the event the Company elects to redeem the First Mortgage Bonds upon the acquisition by any federal, state or municipal authority of any substantial portion (i.e., at least one-third on the basis of book values) of the income-producing properties of the Company which are subject to the lien of the First Mortgage Indenture. Any such redemption shall be on the same date selected by the Company as the date the related First Mortgage Bonds are to be redeemed.

(B) Mandatory Redemption.

(1) The Bonds are subject to mandatory redemption by the Issuer, in whole but not in part, at any time, at a redemption price of one hundred percent (100%) or the principal amount thereof plus accrued interest, if any, to the redemption date, in the event the Company redeems the First Mortgage Bonds upon the acquisition by any federal, state or municipal authority of all or substantially all of the income-producing properties of the Company which are subject to the lien of the First Mortgage Indenture. Any such redemption shall be on the same date selected by the Company as the date the related First Mortgage Bonds are to be redeemed.

(2) The Bonds are also subject to mandatory redemption at any time, in whole (or in part, as hereinafter provided), at one hundred percent (100%) of the principal amount thereof, plus accrued interest, if any, to the

redemption date, in the event that it is finally determined by the Internal Revenue Service or by a court of competent jurisdiction that, as a result of the failure by the Company to observe any covenant, agreement or representation in the Agreement, the interest payable on the Bonds is includable for federal income tax purposes in the gross income of any Owner thereof, other than an Owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code, and the applicable regulations thereunder. For purposes of this subsection (2) the "Owner" of a Bond includes the Beneficial Owner. Any such determination will not be considered final for this purpose unless the Company has been given written notice and, if it so desires, has been afforded the opportunity to contest the same, either directly or in the name of any Owner of a Bond, and until a conclusion of any appellate review, if sought. The Bonds shall be redeemed in whole after such determination unless redemption of a portion of the Bonds outstanding would have the result that interest payable on the Bonds remaining outstanding after such redemption would not be includable for federal income tax purposes in the gross income of any Owner of the Bonds (other than an Owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code), and in such event the Bonds shall be redeemed (in any Authorized Denomination) by lot in such manner as the Trustee shall determine, in such amount as to accomplish that result. Any such redemption shall be on any date within one hundred eighty (180) days from the time of such final determination.

Section 302. Notice Of Redemption.

Notice of the call for any redemption of Bonds or any portion thereof (which shall be in Authorized Denominations) pursuant to Section 301 hereof identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the redemption price, the place and manner of payment and that from the redemption date interest will cease to accrue, shall be given by the Trustee by mailing a copy of the redemption notice by first-class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Such notice shall be given at least 30 days prior to the date fixed for redemption to the Owners of Bonds to be redeemed; provided, however, that failure to duly give such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds with respect to which no such failure or defect occurred. Upon presentation and surrender of Bonds so called for redemption in whole or in part at the place or places of payment, such Bonds or portions thereof shall be redeemed.

With respect to any notice of optional redemption of Bonds, unless upon the giving of such notice such Bonds shall be deemed to have been paid within the meaning of Article VIII hereof, such notice may state (if so directed by the Company in writing) that such redemption shall be

conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, and premium, if any, and interest on, such Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Any notice mailed as provided in this section shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice.

If a Bond is presented to the Trustee for transfer after notice of redemption of such Bond has been mailed as herein provided, the Trustee shall deliver a copy of such notice of redemption to the new Owner of such Bond.

In addition to the foregoing notice, further notice may be given by the Trustee as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner (i) defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed or (ii) give rise to any liability on the part of the Issuer, the Company or the Trustee.

A. Each further notice of redemption given hereunder may contain the information required above for an official notice of redemption plus (i) the C.U.S.I.P. number of the Bonds; (ii) the date of issue of the Bonds; (iii) the rate or rates of interest borne by the Bonds; (iv) the maturity date of the Bonds; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

B. Each further notice of redemption may be sent at least five days before the date the redemption notice to the Owners is required to be given as provided in the first paragraph of this Section 302, by registered or certified mail or overnight delivery service, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories as of the date hereof being The Depository Trust Company, New York, New York and Midwest Securities Trust Company, Chicago, Illinois).

C. Each further notice of redemption may be published one time in *The Bond Buyer* of New York, New York or, if such publication is impractical, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at the time the redemption notice to the Owners is required to be given as provided in the first paragraph of this Section 302.

D. Each further notice of redemption may be given at least two days before the date the redemption notice to the Owners is required to be given as provided in the first paragraph of this Section 302, by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to two of the following services selected by the Company and at the address provided to the Trustee by the Company:

(1) Financial Information, Inc.'s Financial Daily Called Bond Service;

(2) Interactive Data Corporation's Bond Service;

(3) Kenny Information Service's Called Bond Service;

(4) Moody's Municipal and Government Called Bond Service; or

(5) S. & P.'s Called Bond Record.

Section 303. Deposit Of Funds.

For the redemption of any of the Bonds, there shall be deposited in the Bond Fund from Revenues received moneys sufficient to pay when due the principal of, premium, if any, and interest on the Bonds to be redeemed.

Section 304. Partial Redemption Of Bonds.

In case a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond may be redeemed provided the principal amount not being redeemed is in an Authorized Denomination. Upon surrender of any Bond for redemption in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to the Owner thereof, without cost to the Owner, a new Bond or Bonds of Authorized Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 305. Selection Of Bonds For Redemption.

If less than all of the Bonds are called for redemption, the Trustee shall select the Bonds or portions thereof to be redeemed, from the Bonds Outstanding not previously called for redemption, by lottery or in such other manner as in the Trustee's sole discretion it shall deem appropriate and fair. The Trustee shall promptly notify the Issuer and the Company in writing of the Bonds or portions thereof selected for redemption, provided, however, that in connection with any redemption of Bonds the Trustee shall first select for redemption any Bonds held by the Trustee for the account of the Company or held of record by the Company and that if, as indicated in a

certificate of an Authorized Company Representative delivered to the Trustee, the Company shall have offered to purchase all Bonds then outstanding and less than all such Bonds shall have been tendered to the Company for such purchase, the Trustee, at the direction of the Company, shall select for redemption all such Bonds which have not been so tendered. If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then, upon notice of intention to redeem such unit or units, the Owner of such Bond shall forthwith surrender such Bond to the Trustee for (a) payment to such Owner of the redemption price of the unit or units of principal amount called for redemption, and (b) delivery to such Owner of a new Bond or Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds representing the unredeemed balance of the principal amount of such Bond shall be issued to the Owner thereof, without charge therefor. If the Owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption (and to that extent only).

Article IV.

[Reserved]

Article V.

Payment; Further Assurances.

Section 501. Payment Of Principal Or Redemption Price Of And Interest On Bonds.

The Issuer hereby appoints the Trustee to act as the Paying Agent for the Bonds, and designates the Principal Office and the New York Office of the Trustee as the places of payment or the Bonds, such appointment and designation to remain in effect until notice of change is filed with the Trustee. The Issuer hereby directs the Paying Agent, on behalf of the Issuer, to promptly pay or cause to be paid the principal of, premium, if any, and interest on every Bond issued hereunder according to the terms thereof, such payment to be, made only out of Revenues. The Trustee shall from time to time notify the First Mortgage Trustee of any and all payments received, or as herein provided credits given, with respect to the First Mortgage Bonds.

Section 502. Performance Of Covenants; The Issuer.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in Section 501 hereof the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Company, or shall have received the instrument to be executed and at the Issuer's option shall have received from the Company assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument. The Bonds and interest and premium, if any, thereon, and any obligation of the Issuer under the Agreement or this Indenture, shall never constitute a debt or indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

Section 503. Right To Payments Under Agreement; Instruments Of Further Assurance.

The Trustee, as assignee of the Issuer, hereunder covenants that it will defend its right to the payment of amounts due from the Company under the Agreement, for the benefit of the Owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts pledged hereto, to the payment of the principal of and premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Agreement and the Tax Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or its rights under the Agreement.

Section 504. Financing Statements.

The Company and the Issuer at the direction and the expense of the Company, shall (1) cause the Agreement, this Indenture, and any additional security instrument to be filed with the Trustee as additional security for the Bonds, each amendment and supplement to any such instrument, and a memorandum, financing statement, or continuation statement with respect to such instruments, amendments, or supplements to be filed, registered and recorded and to be refiled, reregistered and rerecorded in such manner and

in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien of this Indenture and to publish notice of and to protect and perfect the rights and security of the Owners of the Bonds and the rights of the Trustee under the Agreement and this Indenture and (2) perform or cause to be performed from time to time any other act as required by law, and execute and file or cause to be executed and filed any and all instruments of further assurance (including financing statements with respect to any of such instruments) that may be necessary for such publication and protection. The Company, the Issuer (at the expense of the Company) and the Trustee shall, when so requested by one another, execute all such instruments, memoranda, or statements necessary to maintain, protect, perfect or preserve the interests assigned to the Trustee under this Indenture.

The Issuer (at the expense of the Company) and the Company covenant that each, as appropriate, will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assigning, pledging and confirming unto the Trustee, the Trust Estate assigned and the Revenues pledged hereunder.

Section 505. Inspection Of Project Books.

The Issuer and the Trustee covenant and agree that all books and documents in their possession relating to the Project and the Revenues shall at all times be open to inspection by such accountants or other agencies as the other party may from time to time designate.

Section 506. Rights Under Agreement.

The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Company, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Company, thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder. Nothing herein contained shall be construed to prevent the Issuer from enforcing directly any and all of its rights under Sections 3.3(b)(i)(C), 5.3 and 6.4 of the Agreement.

Article VI.

Revenues And Funds.

Section 601. Source Of Payment Of Bonds.

The Bonds and all payments required of the Issuer hereunder are not general obligations of the Issuer but are limited obligations as described in Section 205 hereof. The Revenues and the Trust Estate are pledged and assigned to the payment of the principal of and interest and premium, if any, on the Bonds. The payments provided in Section 4.3 of the Agreement are to be remitted directly to the Trustee for the account of the Issuer and deposited in the Bond Fund. Such payments, sufficient in amount to insure the prompt payment of the principal of and premium, if any, and interest on the Bonds, are pledged to such payment.

Section 602. Creation Of The Bond Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 1995 Series A" (which is referred to herein as the "Bond Fund"), which shall be used to pay the principal of, premium, if any, and the interest on the Bonds.

Section 603. Payments Into The Bond Fund.

There shall be deposited into the Bond Fund the accrued interest, if any, received at the time of the issuance and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (a) all payments in respect of the principal, premium, if any, and interest on the First Mortgage Bonds; (b) all payments of the Company pursuant to Section 4.1 of the Agreement; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

The Issuer hereby has assigned all right, title and interest it may have in and to the Revenues to the Trustee and agrees that it will do nothing to impair or inhibit the deposit of Revenues in the Bond Fund or the applications of such amounts to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable.

Section 604. Use Of Moneys In The Bond Fund.

Except as provided in Sections 609, 611 and 613 hereof and subject to the

Tax Agreement, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and for the redemption of the Bonds at or prior to maturity pursuant to Article VII hereof.

Section 605. Custody Of The Bond Fund.

The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 606. Non-Presentment Of Bonds.

In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if moneys sufficient to pay such Bond shall have been deposited in the Bond Fund, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds, if any, within two (2) years after the date on which the same shall have become due, together with all earnings thereon, shall be repaid by the Trustee to the Company, and thereafter Bondholders shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 607. Trustee's Fees, Charges And Expenses.

The Issuer shall have no liability for any fees, charges and expenses of the Trustee or any paying agent, and the Trustee and any paying agent shall, subject to the provisions of Section 1102 hereof, look only to the Company for payment of their fees, charges and expenses as provided in the Agreement and in this Indenture.

Section 608. Moneys To Be Held In Trust.

All moneys and securities held by the Trustee in the Bond Fund, all moneys required to be deposited with or paid to the Trustee for deposit into the Bond Fund under any provision hereof and all moneys withdrawn from the Bond Fund and held by the Trustee shall be held by the Trustee in trust, and such moneys (other than as provided in Sections 606 and 612 hereof and subject to the provisions of the Tax Agreement) shall, while so held, constitute part of the Trust Estate and be subject to the lien hereof. Moneys held for the payment of the purchase price of Bonds pursuant to Article IV hereof shall not constitute part of the Trust Estate.

Section 609. Repayment To The Company From The Bond Fund.

Any amounts remaining in the Bond Fund after payment in full of the principal of, premium, if any, and interest on the Bonds (or provision for payment thereof as provided in this Indenture), the fees, charges and expenses of the Issuer, the Trustee and all other amounts required to be paid under the Agreement and this Indenture shall be paid to the Company as provided in Section 7.5 of the Agreement, subject to the provisions of the Tax Agreement.

Section 610. Creation And Use Of Collateral Release Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Collateral Release Fund -- The Peoples Gas Light and Coke Company Project -- 1995 Series A" (which is sometimes referred to as the "Collateral Release Fund").

All Government Obligations obtained by the Trustee in substitution for First Mortgage Bonds pursuant to Section 802 hereof shall be deposited and held in the Collateral Release Fund.

The Trustee shall determine the amount of interest which would have been due on any First Mortgage Bonds which are released pursuant to Section 802, which amount is herein referred to as the "Interest with Respect to Released Collateral". The principal amount of and the interest when due on the Government Obligations held in the Collateral Release Fund shall be sufficient to enable the Trustee to pay when due on the Bonds (i) an amount equal to the Interest with Respect to Released Collateral for each interest payment date from the date of deposit of such Government Obligations until the date on which the First Mortgage Bonds so released would have matured and (ii) at maturity, a principal amount of Bonds equal to the principal amount of the First Mortgage Bonds so released.

On each interest payment date with respect to the Bonds, the Trustee shall transfer from the Collateral Release Fund to the Bond Fund an amount

equal to the Interest with Respect to Released Collateral so as to enable the Trustee to pay interest on a principal amount of Bonds equal to the principal amount of the First Mortgage Bonds which have been released. On the principal payment date with respect to the Bonds, whether such payment is due as a result of the stated maturity, redemption or acceleration, the Trustee shall reduce all Government Obligations to cash and shall transfer such amount to the Bond Fund; provided, however, that in the event of a redemption of less than all the Bonds the Trustee will, at the direction of the Company, liquidate an amount of Government Obligations sufficient, when taken together with other funds available for such redemption, to redeem the designated principal amount of Bonds; and, provided further, that in such event an amount of Government Obligations remains in the Collateral Release Fund, the principal amount of and interest when due on which, together with payments when due on the outstanding First Mortgage Bonds, will be sufficient to pay principal of, premium, if any, and interest when due on the then outstanding Bonds. (In certain events the Company may be required to pay any deficiency pursuant to Sections 4.1 and 4.3 of the Agreement.)

All cash and Government Obligations in the Collateral Release Fund (so long as no event of default has occurred and is continuing) shall, with the investment earnings thereon, be applied exclusively to the payment of the principal of, premium, if any, and interest on the Bonds in the same manner as payments on the surrendered First Mortgage Bonds would have been applied.

Section 611. Payments Of Principal And Interest.

The Trustee shall pay from Revenues received by the Trustee the principal of and premium, if any, and interest on, the Bonds as the same become due and payable. If, prior to the maturity of any Bond, the Company surrenders such Bond to the Trustee for cancellation, the Trustee shall cancel such Bond.

Section 612. Revenues To Be Held For All Bondholders; Certain Exceptions.

Revenues and investments thereof shall, until applied as provided in this Indenture, be held by the Trustee for the benefit of the Owners of all outstanding Bonds, except that any portion of the Revenues representing principal or redemption price of, and interest on, any Bonds previously called for redemption in accordance with Article III of this Indenture or previously matured shall be held for the benefit of the Owners of such Bonds only and shall not be deposited or invested pursuant to Article VII hereof.

Section 613. First Mortgage Bonds.

The Trustee acknowledges the receipt of the First Mortgage Bonds from the Company. The Issuer hereby authorizes and directs the Trustee, and the Trustee hereby agrees, to take such actions as are necessary and reasonable to realize moneys on the First Mortgage Bonds in order to make payments of principal of, premium, if any, and interest on the Bonds.

Article VII.

Investment Of Moneys.

Section 701. Investment Of Bond Fund Moneys.

Any moneys held as part of the Bond Fund shall at all times be invested or reinvested by the Trustee in accordance with the provisions of Section 3.3 of the Agreement. Any such investment shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund for which they were made. The interest accruing thereon, any profit realized from such investments and any loss resulting from such investments shall be credited or charged in accordance with Section 3.3 of the Agreement. The Trustee shall reduce to cash a sufficient amount of such investments in the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, or interest on the Bonds when due and whenever required in order to comply with the provisions of the Tax Agreement.

Section 702. Investments; Arbitrage.

The Trustee may make any and all investments permitted by the provisions of Section 701 through its own bond department. Notwithstanding any other provision of this Article VII or Section 3.3 of the Agreement, no direction or confirmation shall direct any investment the effect of which would be to make the Bonds "arbitrage bonds" under Section 148 of the Code. The Trustee may follow the advice or direction of Bond Counsel as to investments which may be made in compliance with the preceding sentence.

Article VIII.

Defeasance.

Section 801. Defeasance.

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the Owners of the Bonds the principal, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, then this Indenture and the lien, rights and interests created hereby shall cease, determine and become null and void (except as to any surviving rights of payment, registration, transfer or exchange of Bonds herein provided for and except that the rights and obligations of the Trustee under the Tax Agreement shall also continue), whereupon the Trustee shall cancel and discharge this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be to discharge this Indenture, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee or otherwise subject to this Indenture, except amounts in the Bond Fund required to be paid to the Company under Section 613 hereof and except moneys or securities held by the Trustee for the payment of the principal of and premium, if any, and interest on, and purchase prices of, the Bonds and except for any amounts required to be transferred to the Rebate Fund pursuant to the Tax Agreement.

Any Bond or Authorized Denomination thereof shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of and premium, if any, on such Bond or Authorized Denomination thereof, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by depositing sufficient moneys for such payment with the Trustee and the due date of such principal, interest and premium, if any, has occurred, or (iii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably setting aside exclusively for such payment on such due date (1) moneys sufficient to make such payment and/or (2) non-callable Government Obligations maturing as to principal and interest in such amount and at such time as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond or Authorized Denomination thereof shall be deemed to be paid hereunder, as

aforesaid, such Bond or Authorized Denomination thereof shall no longer be secured by or entitled to the benefits of this Indenture (other than Sections 204 and 208 hereof in the case of a deposit under clause (a)(iii) above), except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing paragraph, in the case of a Bond or Authorized Denomination thereof which by its terms may be redeemed prior to the stated maturity thereof, no deposit under clause (a)(iii) of the immediately preceding paragraph shall be deemed a payment of such Bond or Authorized Denomination thereof as aforesaid until: (a) proper notice of redemption of such Bond or Authorized Denomination thereof shall have been previously given in accordance with Article III of this Indenture, or in the event said Bond or Authorized Denomination thereof is not to be redeemed within the next succeeding sixty (60) days, until the Company shall have given the Trustee on behalf of the Issuer, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owner of such Bond or Authorized Denomination thereof in accordance with Article III hereof, that the deposit required by (a)(iii) above has been made with the Trustee and that said Bond or Authorized Denomination thereof is deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable premium, if any, on said Bond or Authorized Denomination thereof, plus interest thereon to the due date thereof, or (b) the maturity of such Bond or Authorized Denomination thereof.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) with respect to which such moneys and Government Obligations have been so set aside in trust.

Anything in Article XII hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon and such Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Owner of each of the Bonds affected thereby.

Section 802. Partial Release Of First Mortgage Bonds.

The Company is entitled to obtain the release of a portion of the First Mortgage Bonds held by the Trustee by either (i) surrendering to the Trustee for cancellation a like principal amount of outstanding Bonds having corresponding maturities and interest rates, or (ii) depositing with the Trustee (A) in the account for such series in the Collateral Release Fund any combination of cash and Government Obligations, the principal amount of which and the interest thereon when due will be sufficient to pay when due the principal of, premium, if any, and interest on, a principal amount of outstanding Bonds equal to the principal amount of, and with maturities and interest rates corresponding to those of, the First Mortgage Bonds so released, and (B) an opinion of Bond Counsel stating that the deposit of such cash and/or Government Obligations with the Trustee will not adversely affect the exclusion of the interest on the Bonds from federal gross income.

Article IX.

Default Provisions And Remedies Of Trustee And Bondholders.

Section 901. Defaults; Events Of Default.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute a "default" or an "event of default":

(a) failure to make payment of any installment of interest on any Bond when the same has become due and payable and the continuation thereof for sixty (60) days;

(b) failure to make payment of the principal of and premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof or upon the maturity thereof by declaration;

(c) the occurrence of an "event of default" under the Agreement;

(d) default in the performance or observance of any covenants, agreements or conditions on the part of the Company in the First Mortgage Indenture and continuation thereof for any grace period provided for therein;

(e) acceleration for any reason of the maturity of all of the First Mortgage Bonds; or

(f) failure of the Issuer to perform or observe any of its covenants, agreements or conditions in this Indenture or in the Bonds contained and

failure to remedy the same after notice thereof pursuant to Section 910 hereof.

Section 902. Acceleration.

Upon the occurrence of an event of default under Section 901 hereof, the Trustee may, and upon the written request of the holders of not less than a majority in aggregate principal amount of Bonds then outstanding shall, by notice in writing delivered to the Company with copies of such notice being sent to the Issuer, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any such declaration of acceleration hereunder, the Trustee shall immediately exercise such rights as it may have as owner of First Mortgage Bonds and under the Agreement, including the right to demand redemption of First Mortgage Bonds held by it.

Upon the occurrence of an event of default described in Section 901(e) hereof, the principal, together with interest accrued thereon, of all Bonds then outstanding shall become due and payable immediately at the place of payment provided therein without the necessity of any action by the Trustee or any Bondholder, anything in this Indenture or in the Bonds to the contrary notwithstanding; provided, however, that a waiver of default and acceleration of the maturity of all the First Mortgage Bonds, pursuant to the terms thereof, shall also constitute a waiver of default described in Section 901(e) hereof and of its consequences; but no waiver shall extend to or after any subsequent default or impair any right consequent thereon.

Section 903. Remedies; Rights Of Bondholders.

Upon the occurrence of an event of default, and so long as such event is continuing, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds or on the First Mortgage Bonds then outstanding.

If an event of default shall have occurred and be continuing and if requested to do so by the Owners of not less than a majority in aggregate principal amount of Bonds then outstanding, and if indemnified as provided in subsection (i) of Section 1101 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Section 903 as the Trustee, being advised by Counsel, shall deem most expedient in the interest of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in

addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee pursuant to Section 909 hereof or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

The Trustee, as the assignee of all the rights, title and interest of the Issuer in and to the Agreement and the First Mortgage Bonds, shall enforce each and every right granted to the Issuer under the Agreement and the First Mortgage Bonds. In exercising such rights and the rights given the Trustee under this Article IX, the Trustee shall take such action as, in the judgment of the Trustee applying the standards described in Section 1101 hereof, would best serve the interest of the Bondholders, taking into account the provisions, security and remedies afforded to owners of the First Mortgage Bonds.

Section 904. Right Of Bondholders To Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, the owners of not less than a majority in aggregate principal amount of Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 905. Application Of Moneys.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX or pursuant to Section 608 hereof shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and its Counsel, be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First -- To the payment to the persons entitled thereto of all interest then due on the Bonds (other than interest due on Bonds for the payment of which moneys are held pursuant to the provisions of this Indenture), and, if the amount available shall not be sufficient to pay said amount in full, then to the payment ratably, according to the amounts due, to the persons entitled thereto, without any discrimination or privilege;

Second -- To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), and, if the amount available shall not be sufficient to pay in full such unpaid principal and premium, then to the payment ratably to the persons entitled thereto without any discrimination or privilege; and

Third -- To the payment to the persons entitled thereto of interest on overdue principal of and premium, if any, on any Bonds without preference or priority as between principal or premium or interest one over the others, or any installment of interest over any other installment of interest, or of any Bond over any other Bond, and if the amount available shall not be sufficient to pay such amounts in full, then ratably, without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and premium, if any, and interest then due and unpaid upon the Bonds (other than Bonds matured or called for redemption or interest due on Bonds for the payment of which moneys are held pursuant to the provisions of this Indenture), without preference or priority of principal, premium or interest one over the others, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this article then, subject to the provisions of Section 905(b) hereof in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 905(a) hereof.

Whenever moneys are to be applied pursuant to the provisions of this section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine. Whenever the Trustee shall apply 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 of the deposit with it of any such moneys and of the fixing of any such date.

Whenever all principal of and premium, if any, and interest on all Bonds have been paid under the provisions of this Section 905 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in Section 613 hereof.

Section 906. Remedies Vested In Trustee.

All rights of action (including the right to file proofs of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Owners of the outstanding Bonds.

Section 907. Rights And Remedies Of Bondholders.

No Owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 1101 hereof, or of which by said subsection it is deemed to have notice, (ii) such default shall have become an event of default and be continuing, (iii) the owners of not less than a majority in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee, shall have offered the Trustee reasonable opportunity either to proceed to exercise the powers herein granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in Section 1101, and (iv) the Trustee shall thereafter fail or refuse to exercise the powers herein granted, or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder. No one or more owners of the Bonds shall have any right in any manner whatsoever to

enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof.

Section 908. Termination Of Proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken and no such termination shall impair any proceeding or right consequent to any other or subsequent default.

Section 909. Waivers Of Events Of Default.

Subject to the next paragraph, the Trustee may in its discretion waive any event of default hereunder and rescind its consequences and shall do so upon the written request of the Owners of not less than a majority in aggregate principal amount of all Bonds then outstanding; provided, however, that there shall not be waived any event of default in the payment of the principal of, or premium on, any Outstanding Bonds when due (whether at maturity or by redemption), or any event of default in the payment when due of the interest on any such Bonds, unless prior to such waiver and rescission, all arrears of principal of and interest upon such Bonds, and interest on overdue principal at the rate borne by the Bonds on the date on which such principal became due and payable, and all arrears of premium, if any, when due, together with the reasonable expenses of the Trustee and of the Owners of such Bonds, including reasonable attorneys' fees paid or incurred, shall have been paid or provided for; provided further, that there shall not be waived an event of default described under Section 901(e) hereof unless there shall have also been waived the default resulting in the acceleration of the First Mortgage Bonds. In the case of any such waiver and rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver and rescission shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under this Indenture shall be in writing and a copy thereof shall be delivered to the Issuer and the Company.

The provisions of Sections 901 and 902 hereof are subject to the conditions that if, after the principal of all Bonds then outstanding shall have been declared to be due and payable, all arrears of principal of and interest upon such Bonds, and the premium, if any, on all Bonds then outstanding which shall have become due and payable otherwise than by acceleration, and all other sums payable under this Indenture, except the principal of, and interest on, the Bonds which by such declaration shall have become due and payable, shall have been paid, together with the reasonable expenses of the Trustee and of the Owners of such Bonds, including reasonable attorneys' fees paid or incurred, and if no other defaults shall have occurred and be continuing, then and in every such case, the Trustee shall annul such declaration of maturity and its consequences, which waiver and annulment shall be binding upon all Bondholders; but no such waiver, rescission and annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon. In the case of any such annulment, the Company, the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights under this Indenture. All waivers and annulments under this Indenture shall be in writing and a copy thereof shall be delivered to the Issuer and the Company.

Section 910. Notice Of Event Of Default Under Section 901(f) Hereof; Opportunity Of Company To Cure Defaults.

Anything herein to the contrary notwithstanding, no default under Section 901(f) hereof shall constitute an event of default until actual notice of such default, requiring that it be remedied and stating that such notice is a "Notice of Default" hereunder, by registered or certified mail shall be given to the Issuer and the Company by the Trustee or to the Issuer and the Company and the Trustee by the Owners of more than a majority in aggregate principal amount of all Bonds Outstanding, and the Company or the Issuer shall have had sixty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an event of default if corrective action is instituted within the applicable period and diligently pursued until the default is corrected and the fact of such non-correction, corrective action and diligent pursuit is evidenced to the Trustee by a certificate of an Authorized Company Representative.

Whenever, so long as the Company is not in default under the Agreement, after a reasonable request by the Company, the Issuer shall fail, refuse or neglect to give any direction to the Trustee or to require the Trustee to take any other action which the Issuer is required to have the Trustee take pursuant to the provisions of the Agreement or this Indenture, the Company instead of the Issuer may give any such direction to the Trustee or require the Trustee to take any such action. Upon receipt by the Trustee of a written

notice signed by the Authorized Company Representative stating that the Company has made reasonable request of the Issuer, and that the Issuer has failed, refused or neglected to give any direction to the Trustee or to require the Trustee to take any such action, the Trustee is hereby irrevocably empowered and directed to accept such direction from the Company as sufficient for all purposes of this Indenture. The Company shall have the direct right to cause the Trustee to comply with any of the Trustee's obligations under this Indenture to the same extent that the Issuer is empowered so to do.

In the event any action or failure to act by the Issuer under this Indenture creates or results in an event of default under this Indenture, the Issuer hereby grants the Company full authority, to the extent permitted by law, for account of the Issuer to perform or observe any covenant or obligation of the Issuer alleged in a written notice to the Issuer and the Company from the Trustee not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to remedy any default.

Article X.

Voting Of First Mortgage Bonds.

Section 1001. Voting Of First Mortgage Bonds Held By The Trustee.

The Trustee, as a holder of the First Mortgage Bonds, may attend any meeting of Bondholders under the First Mortgage Indenture as to which it receives due notice. Except as otherwise herein provided, the Trustee, either at such meeting or otherwise, where the consent of holders of the First Mortgage Bonds is sought, may vote the First Mortgage Bonds held by it hereunder or otherwise consent thereto in such manner as it shall in its judgment deem to be in the interest of the owners of the Bonds. In making this judgment, the Trustee may seek consent of the owners of the Bonds and the Trustee may also rely on the advice of qualified financial advisers and consultants in making said judgment and shall be indemnified by the Company for the reimbursement of all expenses to which it may be put and to protect it against all or any action or inaction. In the event that the Trustee shall seek or be required to seek the consent of the owners of the Bonds prior to voting the First Mortgage Bonds, the Trustee shall vote the aggregate principal amount of such First Mortgage Bonds, if not precluded from doing so under the First Mortgage Indenture, in proportion to the aggregate principal amount of the Bonds represented by the votes of owners thereof on each side of the question under consideration.

Article XI.

The Trustee.

Section 1101. Acceptance Of The Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be responsible for the acts of any attorneys, agents or receivers appointed by it in good faith and without negligence, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder and under the Tax Agreement, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of Counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) Except for its certificate of authentication on the Bonds and the other information the Trustee is required to set forth on the Bonds pursuant to Section 206 hereof, the Trustee shall not be responsible for any recital herein, or in the Bonds, or for the recording or re-recording, filing or refiling of this Indenture, or for the validity of the execution by the Issuer of this Indenture or any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VII hereof.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the Owner of Bonds with the same rights which it would have if it were not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, resolution, consent, certificate, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all

future owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency of validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by an Authorized Issuer Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section 1101, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate signed on behalf of the Issuer by the Authorized Issuer Representative to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except defaults under Section 901(a), (b) or (c) hereof, unless an officer in the Corporate Trust Services Division of the Trustee or the department designated by any successor Trustee shall receive notice in writing of such default by the Issuer or from the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding.

(h) The Trustee shall not be required to give any bonds or surety in respect of the execution of its trusts and powers hereunder.

(i) Before taking any action under Article IX hereof or this Section 1101 or Section 1104 at the request or direction of the Bondholders, the Trustee may require that a satisfactory indemnity bond be furnished by the Bondholders for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken.

(j) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(k) The Trustee, prior to the occurrence of an event of default specified in Section 901 of this Indenture and after the curing or waiving of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and, in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture. In case an event of default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(l) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) This subsection shall not be construed to limit the effect of subsection (k) of this section;

(ii) The Trustee shall not be liable for any error of judgment made in good faith by an officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in aggregate principal amount of the Bonds outstanding relating to the time, method and place of conducting any proceeding or any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(iv) No provision of this Indenture or the Tax Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 1102. Fees, Charges And Expenses Of Trustee.

The Trustee shall be entitled to payment and/or reimbursement from the Company for reasonable fees for its Ordinary Services rendered hereunder and all advances and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, in the event that it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, from the Company, and to reimbursement from the Company for reasonable and necessary Extraordinary Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by the negligence or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement from the Company for the reasonable fees and charges of the Trustee as paying agent and bond registrar for the Bonds. Pursuant to Section 5.2 of the Agreement, all such fees and expenses shall be paid by the Company. Upon the occurrence of an event of default and during its continuance, the Trustee shall have a first lien with right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred.

Section 1103. Notice To Bondholders If Default Occurs.

If a default occurs of which the Trustee is by subsection (g) of Section 1101 hereof required to take notice or if notice of default is received by the Trustee as in said subsection (g) provided, then the Trustee shall promptly give written notice thereof by first class mail within fifteen (15) days, unless such default is cured or waived, to the Owners of all Bonds then outstanding; provided that, except in the case of default in the payment of the principal of, premium, if any, or interest on any Bond, the Trustee may withhold such notice to the Bondholders if and so long as the board of directors, the executive committee, or a trust committee of directors and/or responsible officers, of the Trustee in good faith determine that the withholding of such notice is in the interests of the Bondholders; provided further, that nothing in this Section 1103 shall be deemed to limit the notice required by Section 905 hereof.

Section 1104. Intervention By Trustee.

In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee may intervene on behalf of the Bondholders and, subject to the provisions of Section 1101(i), shall do so if requested in writing by the owners of a majority in aggregate principal amount of all Bonds then outstanding.

Section 1105. Successor Trustee.

Any corporation or association into which the Trustee may be merged, or with which it may be consolidated, or to which it may sell, lease or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument on the part of any of the parties hereto.

Section 1106. Resignation By The Trustee.

The Trustee may at any time resign from the trusts hereby created by giving sixty days written notice to the Issuer and to the Company and to each holder of Bonds as shown by the list of Bondholders required by Section 209 hereof, and such resignation shall take effect at the appointment of a successor Trustee pursuant to the provisions of Section 1108 hereof and acceptance by the successor Trustee of such trusts. If no successor Trustee shall have been so appointed and have accepted appointment within sixty days of the giving of written notice by the resigning Trustee as aforesaid, the resigning Trustee or the holder of any Bond may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 1107. Removal Of The Trustee.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer, and the Company and signed by the owners of a majority in aggregate principal amount of Bonds then outstanding.

Section 1108. Appointment Of Successor Trustee.

In case the Trustee hereunder shall:

(a) resign pursuant to Section 1106 hereof;

(b) be removed pursuant to Section 1107 hereof; or

(c) be dissolved, taken under the control of any public officer or officers or of a receiver appointed by a court, or otherwise become incapable of acting hereunder,

a successor shall be appointed by the Issuer with the written consent (which shall not be unreasonably withheld) of the Company; provided, that if a

successor Trustee is not so appointed within ten days after notice of resignation is given or instrument of removal is delivered as provided under Sections 1106 and 1107 hereof, respectively, or within ten days of the Issuer's knowledge of any of the events specified in (c) hereinabove, then the holders of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by or on behalf of such holders, may designate a successor Trustee. Every such successor Trustee appointed pursuant to the provisions of this section shall be a trust company or bank in good standing, and, subject to the laws of the State of Illinois within or outside the State of Illinois having a reported capital and surplus of not less than $50,000,000 and willing to accept the trusteeship under the terms and conditions of this Indenture.

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article XI prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the holder of any Bond or the resigning Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Section 1109. Concerning Any Successor Trustees.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but, nevertheless, (1) such predecessor shall, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder, and (2) every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 1110. Trustee Protected In Relying Upon Ordinances, Etc.

The ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the withdrawal of cash hereunder.

Section 1111. Successor Trustee As Trustee Of Bond Fund And Paying Agent.

In the event of a change in the office of the Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee with respect to the First Mortgage Bonds, the Bond Fund and Registrar and Paying Agent for principal and interest and premium, if any, on the Bonds and the successor Trustee shall become such Trustee, Registrar and Paying Agent.

Section 1112. Trustee May Deal In Bonds.

The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholder may be entitled to take and may conduct other banking and trust business with the Issuer or the Company with like effect as if the Trustee were not a party to the Indenture.

Section 1113. No Transfer Of First Mortgage Bonds, Exception.

Except as required to effect an assignment to a successor Trustee or if an event of default has occurred hereunder, the Trustee shall not sell, assign or transfer the First Mortgage Bonds held by it hereunder.

Section 1114. Appointment Of Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of Illinois) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Agreement, and in particular in case of the enforcement of either on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 1114 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and

vested in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Article XII.

Supplemental Indentures.

Section 1201. Supplemental Indentures Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(a) to cure any ambiguity, formal defect, omission or inconsistent provision in the Indenture (provided that such action shall not adversely affect the interests of the Bondholders);

(b) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) to subject to the Indenture additional revenues, properties or collateral;

(d) to modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the

Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939, as amended, or similar federal statute or securities laws of any of the states of the United States of America;

(e) to evidence the appointment of a separate trustee or a co-trustee or to evidence the succession of a new trustee or a new co-trustee hereunder;

(f) to the extent necessary or useful in establishing or maintaining an uncertificated book-entry system;

(g) to authorize different Authorized Denominations of the Bonds and to make correlative amendments and modifications to this Indenture regarding exchangeability of Bonds of different Authorized Denominations, redemptions of portions of Bonds of particular Authorized Denominations and similar amendments and modifications of a technical nature; or

(h) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondholders and which does not involve a change described in clauses (a), (b), (c), (d) or (e) of Section 1202 hereof and which, in the reasonable judgment of the Trustee, is not to the prejudice of the Trustee.

Section 1202. Supplemental Indentures Requiring Consent Of Bondholders.

Exclusive of supplemental indentures covered by Section 1201 hereof and subject to the terms and provisions contained in this section, and not otherwise, the Owners of not less than sixty-six and two-thirds percent (66⅔%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any indenture supplemental hereto; provided, however, that nothing in this Section 1202 contained shall permit or be construed as permitting, without the consent of the owners of all of the Bonds at the time outstanding, (a) an extension of the maturity on any Bond or on any First Mortgage Bond, or (b) a reduction in the principal amount of, or redemption premium on, any Bond or First Mortgage Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) except as otherwise herein provided, any release of the First Mortgage Bonds or any other collateral from the lien of this Indenture,

or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 1202, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail to the Owner of each Bond then outstanding as shown by the list of Bondholders required by the terms of Section 209 hereof to be kept at the office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the Owners of not less than sixty-six and two-thirds percent (66⅔%) in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. The Issuer shall have the right to extend from time to time the period within which such consent and approval may be obtained by the Bondholders. Upon the execution of any such supplemental indenture as in this Section 1202 permitted and provided, this Indenture shall be and is deemed to be modified and amended in accordance therewith.

Section 1203. Consent Of Company To Supplemental Indentures.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII which affects any rights of the Company shall not become effective unless and until such affected party shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be mailed by certified or registered mail to the Company.

Section 1204. Consent Of Trustee.

The Trustee may, but shall not be obligated to, enter into any supplemental indenture which adversely affects the Trustee's own rights, liabilities, duties or immunities under this Indenture or otherwise.

Section 1205. Reliance On Opinions Of Counsel.

The Issuer and the Trustee may receive and rely on an opinion of Counsel to the effect that any supplemental indenture entered into by the Issuer and the Trustee complies with the provisions of this Article XII and an opinion of Bond Counsel that any such supplemental indenture does not adversely affect the exclusion from federal gross income of interest on the Bonds.

Article XIII.

Amendment Of Agreement.

Section 1301. Amendments, Et Cetera, To Agreement Or First Mortgage Bonds Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may, with the consent of the Company but without the consent of or notice to any of the Bondholders, consent to any amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds as may be required (a) by the provisions of the Agreement or this Indenture, (b) for the purpose of curing any ambiguity, formal defect, omission or inconsistent provision (provided that such action shall not adversely affect the interests of the Bondholders), (c) so as to add additional rights of the Issuer acquired in accordance with the provisions of the Agreement, (d) so as to more precisely identify the Project or substitute or add thereto other property, or (e) in connection with any other change therein which, in the judgment of the Trustee, shall not adversely affect the interests of the Trustee or the Bondholders. The Issuer, the Trustee and the Company may rely upon an opinion of Counsel to the effect that any such amendment is not to the prejudice of the Trustee or the Owners of the Bonds. The Agreement shall not be amended without the consent of the Trustee.

Section 1302. Amendments, Et Cetera, To Agreement Or First Mortgage Bonds Requiring Consent Of Bondholders.

Except for the amendments, changes or modifications as provided in Section 1301 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds without the giving of notice and the written approval or consent of the Owners of not less than sixty-six and two-thirds percent (66⅔%) in aggregate principal amount of the Bonds at the time outstanding given and procured as provided in this Section 1302; provided, however, that no such amendment, change or modification will, without the consent of the Owners of all of the Bonds at the time outstanding, (a) reduce the percentage of the aggregate principal

amount of outstanding Bonds the consent of the Owners of which is required for any such amendment, change or modification, or (b) decrease the amount of any payment required to be made under the Agreement or the First Mortgage Bonds, or (c) extend the time for the payment of any amount required to be made under the Agreement or the First Mortgage Bonds. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 1202 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file with the Trustee for inspection by all Bondholders.

Section 1303. Consent Of Trustee.

The Trustee may, but shall not be obligated to, consent to any amendment, change or modification of the Agreement which adversely affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 1304. Reliance On Opinions Of Counsel.

The Issuer and the Trustee may receive and rely upon an opinion of Counsel to the effect that any such proposed amendment, change or modification will comply with the provisions of this Article XIII and an opinion of Bond Counsel that any such amendment, change or modification does not adversely affect the exclusion from federal gross income of interest on the Bonds.

Article XIV.

Miscellaneous.

Section 1401. Consents, Et Cetera, Of Bondholders.

Any consent, approval, direction or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, approval, direction or other instrument or of the writing appointing any such agent, if made in the

following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such instrument or writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument or writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 203 hereof.

In determining whether the Owners of the requisite principal amount of Bonds outstanding have been given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company or any affiliate of the Company shall be disregarded and deemed not to be outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph an "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate of the Company.

Section 1402. Limitation Of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto and the Owners of the Bonds any legal or equitable right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

Section 1403. Severability.

If any provision of this Indenture shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1404. Notices.

It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by first class mail addressed to it at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Clerk and City Comptroller, with a copy to Corporation Counsel, or to such address as the Issuer may from time to time file with the Trustee and the Company. It shall be sufficient service of any notice or other paper on the Company if the same shall be duly mailed by first class mail addressed to it at 122 South Michigan Avenue, Chicago, Illinois 60603, Attention: Secretary and Treasurer, or to such other address as the Company may from time to time file with the Issuer and the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed to the Trustee by first class mail addressed to it at its address as first above written, Attention: Corporate Trust Department, or to such other address as the Trustee may from time to time file with the Issuer and the Company. Any notice of redemption to be given to the Bondholders by the Trustee pursuant to Section 302 hereof and any notice of an Event of Default to be given to the Bondholders by the Trustee pursuant to Section 1103 hereof shall also be given to any Beneficial Owner of Bonds in an aggregate principal amount of $1,000,000 or more upon presentation to the Trustee of evidence of such beneficial ownership and information sufficient to give such notice in accordance with the terms hereof.

Section 1405. Expenses Of Issuer.

As provided in Section 5.3 of the Agreement, all reasonable costs and expenses incurred by the Issuer hereunder are to be paid by the Company.

Section 1406. Payments, Notices And Actions Due On Saturdays, Sundays And Holidays.

In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the location of the Principal Office of the Trustee, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close in the State of Illinois, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 1407. 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 1408. Applicable Law.

This Indenture shall be governed exclusively by and construed in accordance with the laws of the State of Illinois.

Section 1409. Captions.

The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

In Witness Whereof, The City of Chicago, Illinois 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 First National Bank of Chicago has caused these presents to be signed in its name and behalf by one of its vice presidents, its official seal to be hereunto affixed, and the same to be attested by one of its trust officers, all as of _____ 1, 1995.

City of Chicago, Illinois

By: _____
City Comptroller

[Seal]

Attest:

_____
City Clerk

The First National Bank of Chicago,
as Trustee

By: _____

Its: _____

[Seal]

Attest:

_____

Its: _____

Loan Agreement
[Fixed Rate]

Dated As Of _____ 1, 1995

By And Between

City Of Chicago, Illinois

And

The Peoples Gas Light and Coke Company.

The amounts payable to the City of Chicago, Illinois (other than amounts payable under Sections 3.3(b)(i)(C), 5.3 and 6.4 hereof and its rights to receive notices and give or withhold consents in accordance with the provisions hereof) and certain other rights of the Issuer under this Loan Agreement have been pledged and assigned to The First National Bank of Chicago, as Trustee under the Indenture of Trust dated as of _____ 1, 1995 from the City of Chicago, Illinois.

This Loan Agreement dated as of _____ 1, 1995, between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government of the State of Illinois (hereinafter sometimes referred to as the "Issuer"), and The Peoples Gas Light and Coke Company, a corporation organized and existing under the laws of the State of Illinois (hereinafter sometimes referred to as the "Company").

Witnesseth:

Whereas, The Issuer 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, having a population in excess of 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, Pursuant to its powers as a home rule unit of government, the Issuer has heretofore issued $50,000,000 aggregate principal amount of City of Chicago, Illinois, Fixed-Rate Gas Supply Revenue Bonds, 1985 Series D (The Peoples Gas Light and Coke Company Project), all of which are currently outstanding (the "Prior Bonds"); and

Whereas, The proceeds of the Prior Bonds were lent by the Issuer to The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company") for the purpose of defraying a portion of the cost of certain gas supply facilities, designed as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Internal Revenue Code of 1986, as amended (the "Project"); and

Whereas, Pursuant to an ordinance adopted by the City Council of the Issuer in the exercise of its powers as a home rule unit of government, the Issuer has authorized the issuance of its City of Chicago, Illinois, Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project) (the "Bonds") in the aggregate principal amount of $50,000,000, the proceeds of which are to be used to refund a like principal amount of the Prior Bonds;

Now, Therefore, In consideration of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

Article I.

Definitions.

The following terms shall have the meanings specified in this Article unless the context requires otherwise. The singular shall include the plural and the masculine shall include the feminine.

"Agreement" means this Loan Agreement, as from time to time supplemented and amended.

"Authorized Company Representative" means any person or persons who, at the time, shall have been designated as such by a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Company by its Chairman of the Board, its President, any Executive Vice President, any Vice President, its Secretary and Treasurer, any Assistant Secretary, its Treasurer or any Assistant Treasurer. Such certificate may designate an alternate or alternates.

"Authorized Issuer Representative" means the Mayor, City Comptroller or any person at the time designated to act on behalf of the Issuer by a written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor. Such certificate shall designate an alternate or alternates.

"Bondholder" or "Owner" or "Owner of Bonds" or "Registered Owner" or "holder" means the Person or Persons in whose name or names a Bond shall be registered on the books of the Issuer maintained by the Trustee in accordance with the terms of the Indenture.

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

"Bond Fund" means the Bond Fund created by Section 602 of the Indenture.

"Bonds" means the $50,000,000 aggregate principal amount of Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project) identified in Section 201 of the Indenture.

"Business Day" means any day which is not a Sunday or a legal holiday or a day (including Saturday) on which banking institutions in the city where the principal corporate trust office of the Trustee is located are authorized by law or executive order to close (and the Trustee is in fact closed).

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

"Company" means The Peoples Gas Light and Coke Company, the party of the second part hereto, and any surviving, resulting or transferee corporation as permitted under Section 5.1 hereof.

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

"Date of Issue" means the date on which the Bonds are paid for by, and delivered to, the Underwriters.

"Financing Statement" shall mean a financing statement or continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State of Illinois or such other jurisdiction the laws of which are applicable.

"First Mortgage Bonds" means the First and Refunding Mortgage Bonds, Series __, issued pursuant to the Series __ First Mortgage Supplemental Indenture concurrently with the issuance and delivery by the Issuer of the Bonds.

"First Mortgage Indenture" means the Mortgage, dated January 2, 1926, from Chicago By-Product Coke Company to Bank of America Illinois (successor to Illinois Merchants Trust Company), as trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any time by supplemental indentures, including the Series __ First Mortgage Supplemental Indenture.

"First Mortgage Trustee" means Bank of America Illinois, National Association, as trustee under the First Mortgage Indenture, or its successor as such trustee.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole.

"Indenture" means the Indenture of Trust of even date herewith, by and between the Issuer and The First National Bank of Chicago, as Trustee, including any indenture supplemental thereto or amendatory thereof.

"Issuer" means the City of Chicago, Illinois, the party of the first part hereto, and any successor body to the duties or functions of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the approval of the Company, by notice to the Company and the Trustee.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts and public bodies.

"Prior Agreement" means the Loan Agreement dated as of March 1, 1985, between the Issuer and the Company, as supplemented and amended by the Third Supplemental Loan Agreement dated as of March 1, 1985, relating to the Prior Bonds.

"Prior Bond Fund" means the fund established pursuant to Section 402 of the Prior Indenture.

"Prior Bonds" means the City of Chicago, Illinois, Fixed-Rate Gas Supply Revenue Bonds, 1985 Series D (The Peoples Gas Light and Coke Company Project), currently outstanding in the aggregate principal amount of $50,000,000.

"Prior Indenture" means the Indenture of Trust dated as of March 1, 1985, between the Issuer and the Prior Trustee, as supplemented and

amended by the Third Supplemental Indenture of Trust dated as of March 1, 1985, pursuant to which the Prior Bonds were issued.

"Prior Trustee" means the First National Bank of Chicago, as trustee under the Prior Indenture.

"Project" means the Project as defined in the Prior Agreement.

"Project Certificate" means the Company's Project and Refunding Certificate, delivered concurrently with the issuance of the Bonds, with respect to certain facts which are within the knowledge of the Company, to enable Chapman and Cutler, as Bond Counsel, to determine that interest on the Bonds is not includable in the gross income of the Owners of the Bonds for federal income tax purposes.

"Rebate Fund" means the Rebate Fund, if any, created and established pursuant to the Tax Agreement.

"S. & P." means Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the approval of the Company, by notice to the Trustee and the Company.

"Series __ First Mortgage Supplemental Indenture" means the Supplemental Indenture of even date herewith to the First Mortgage Indenture pursuant to which the First Mortgage Bonds are issued.

"Tax Agreement" means the Tax Exemption Certificate and Agreement by and among the Issuer, the Company and the Trustee dated the Date of Issue, as from time to time amended and supplemented.

"Trustee" means the trustee and/or the co-trustee at the time serving as such under the Indenture.

"Underwriters" means, collectively, [Goldman, Sachs & Co., Smith Barney Shearson, Inc., Pryor, McClendon, Counts & Co., Inc. and Artemis Capital Group, Inc.].

All other terms used herein which are defined in the Indenture shall have the same meanings assigned them in the Indenture unless the context otherwise requires.

Article II.

Representations.

Section 2.1 Representations By The Issuer.

The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population of more than 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution. Pursuant to its power as a home rule unit of government, the Issuer has the power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action of the governing body of the Issuer, the Issuer has been duly authorized to execute and deliver this Agreement and the Indenture, and to issue and sell the Bonds.

(b) To finance a portion of the cost of the Project, the Issuer proposes to issue its Bonds in the amount and having the terms and conditions specified in the Indenture.

(c) The Bonds will be issued under the Indenture and will mature, bear interest, be redeemable and have the other terms and provisions set forth in the Indenture. The Issuer's interest in the Agreement (except its rights under Sections 3.3(b)(i)(C), 5.3 and 6.4 hereof) and the First Mortgage Bonds will be pledged and assigned to the Trustee pursuant to Section 4.5 hereof in order to secure payment of and to pay the principal of, premium, if any, and interest on the Bonds.

(d) The Issuer has not and will not pledge its interest in this Agreement other than to secure the Bonds.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) When executed by the officers of the Issuer, this Agreement will constitute a valid, binding and enforceable obligation of the Issuer.

(g) The Issuer is not in default under any of the provisions of the laws of the State of Illinois which would affect its existence or its powers referred to in the preceding subsection (a).

(h) Under existing statutes and decisions, no taxes on income or profits are imposed on the Issuer.

(i) To the knowledge of the Issuer, no person holding office of the Issuer, either by election or appointment, has any interest, either directly or indirectly, in any contract being entered into or with respect to any work to be carried out in connection with the issuance and sale of the Bonds and upon which said officer was or may be called upon to act or vote.

Section 2.2 Representations By The Company.

The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly incorporated and in good standing under the laws of the State of Illinois. The Company has corporate power to enter into this Agreement and by proper corporate action has authorized the execution and delivery of this Agreement, the First Mortgage Supplemental Indenture and the First Mortgage Bonds and Tax Agreement.

(b) Neither the execution and delivery of this Agreement, the First Mortgage Supplemental Indenture, the First Mortgage Bonds or the Tax Agreement, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, the First Mortgage Supplemental Indenture, the First Mortgage Bonds or the Tax Agreement, conflict with or will result in a breach of or constitute a default under any of the terms, conditions or provisions of the charter or bylaws of the Company, or any agreement or instrument to which the Company is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement other than the First Mortgage Indenture.

(c) The statements, information and descriptions contained in the Project Certificate and the Tax Agreement are true, correct and complete, and do not contain any untrue statement or misleading statement of a material fact, and do not omit to state a material fact required to be stated therein or necessary to make the statements, information and descriptions contained therein, in the light of the circumstances under which they were made, not misleading, and the estimates and the assumptions contained in

the Project Certificate are reasonable and based on the best information available to the Company.

Article III.

Issuance Of The Bonds.

Section 3.1 Agreement To Issue Bonds; Application Of Bond Proceeds.

In order to provide funds to lend to the Company to refund a like principal amount of the Prior Bonds as provided in Section 4.1 hereof, the Issuer agrees that it will issue under the Indenture, sell and cause to be delivered to the Underwriters its Bonds in the aggregate principal amount of $50,000,000, bearing interest and maturing as set forth in the Indenture. The Issuer will thereupon deposit the proceeds received from the sale of the Bonds as follows: (1) in the Bond Fund, a sum equal to any accrued interest paid by the Underwriters; and (2) the balance of the proceeds from the sale of the Bonds with the Trustee for transfer to the Prior Trustee for deposit in the Prior Bond Fund to be used to pay to the owners thereof the principal of the Prior Bonds upon redemption thereof.

Section 3.2 Deposit Of Additional Funds By Company; Redemption Of Prior Bonds.

The Company covenants that such additional amounts as may be required to redeem the Prior Bonds will be deposited with the Prior Trustee pursuant to the Prior Indenture for such purpose. Income derived from the investment of the proceeds of the Bonds deposited in the Prior Bond Fund will be used to the extent necessary to satisfy the obligations of the Company specified in the immediately preceding sentence. The Company covenants that it will cause $50,000,000 aggregate principal amount of the Prior Bonds to be redeemed within ninety (90) days after the Date of Issue.

Section 3.3 Investment Of Moneys In The Bond Fund.

Except as otherwise herein provided, any moneys held as a part of the Bond Fund shall be invested or reinvested by the Trustee at the written direction, or the oral direction promptly confirmed in writing, of an Authorized Company Representative as to specific investments, to the extent permitted by law, in:

(a) bonds or other obligations of the United States of America;

(b) bonds or other obligations, the payment of the principal of and interest on which is unconditionally guaranteed by the United States of America;

(c) obligations issued or guaranteed as to principal and interest by any agency or person controlled or supervised by and acting as an instrumentality of the United States of America pursuant to authority granted by the Congress of the United States of America;

(d) obligations issued or guaranteed by any state of the United States of America, or any political subdivision of any such state, or in funds consisting of such obligations to the extent described in Treasury Regulation 1.148-8(e)(3)(iii);

(e) prime commercial paper;

(f) prime finance company paper;

(g) bankers' acceptances drawn on and accepted by commercial banks;

(h) repurchase agreements fully secured by obligations issued or guaranteed as to principal and interest by the United States of America or by any person controlled or supervised by and acting as an instrumentality of the United States of America pursuant to authority granted by the Congress of the United States of America;

(i) certificates of deposit issued by commercial banks, including banks domiciled outside of the United States of America; and

(j) units of taxable government money market portfolios composed of obligations guaranteed as to principal and interest by the United States of America or repurchase agreements fully collateralized by such obligations.

The investments so purchased shall be held by the Trustee and shall be deemed at all times a part of the Bond Fund and the interest accruing thereon and any profit realized therefrom shall be credited to such fund, subject to the provisions of the Tax Agreement. The Company agrees that to the extent any moneys in the Bond Fund represent moneys held for the payment of the principal of Bonds which have become due at maturity or on a redemption date and the premium, if any, on such Bonds or interest due on Bonds in all cases where Bonds have not been presented for payment and paid or such interest is unclaimed, such moneys shall not be invested.

Any such securities may be purchased at the offering or market price thereof at the time of such purchase. Such investments shall mature in such amounts and at such times, or shall be readily marketable prior to their maturities, as the Company may direct.

The Trustee may make any and all such investments through its own bond department or capital markets affiliate. The Trustee shall send statements to the Company on a monthly basis which reflect activity for each account hereunder for the preceding month. Although the Company recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Company hereby agrees that confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered pursuant to the provisions hereof if no activity occurred in the account for such month.

Section 3.4 Covenants And Representations With Respect To Arbitrage.

The Company represents and warrants that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and the regulations promulgated under such section. The Company further represents that to the best knowledge and belief of the Company, there are no facts or circumstances that would materially change the foregoing. The Issuer represents that the Internal Revenue Service has not notified the Issuer that its certifications may not be relied upon for purposes of establishing that bonds of the Issuer are not arbitrage bonds.

The Company covenants and certifies to the Issuer and to and for the benefit of the purchasers of the Bonds that no use will be made of the proceeds from the issue and sale of the Bonds which will cause the Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code. Pursuant to such covenant, the Issuer hereby designates the Company, and the Company agrees to accept such responsibility, to take all actions necessary to comply throughout the term of the issue of the Bonds with the requirements of Section 148 of the Code, and regulations promulgated thereunder. The Issuer agrees that it will cooperate with the Company and will, at the request of the Company, take such ministerial action which imposes no liability on the Issuer, to the extent necessary to maintain the tax-exempt status of interest on the Bonds. All of the representations, warranties and covenants of the Issuer and the Company contained in the Tax Agreement are incorporated herein by reference with the same force and effect as if set out in full herein.

Article IV.

Loan And Provisions For Payment.

Section 4.1 Loan.

In order to finance a portion of the Cost of the Project, the Issuer shall loan the proceeds received from the sale of the Bonds to the Company and cause such proceeds to be applied as provided in Article III hereof. Such proceeds shall be disbursed in accordance with Section 3.3 hereof.

The Company unconditionally agrees that it will provide the Issuer with money in such amounts as shall be necessary to enable the Issuer to make full and prompt payment when due (whether at stated maturity, upon call for redemption prior to stated maturity, or upon acceleration of maturity in accordance with the Indenture) of the principal of premium, if any, and interest on the Bonds.

Section 4.2 First Mortgage Bonds.

Concurrently with the authentication and delivery by the Issuer of the Bonds, the Company shall execute and deliver to the Trustee, as assignee of the Issuer its First Mortgage Bonds in order to secure its obligation to repay the loan referred to in Section 4.1 hereof. Each such First Mortgage Bond issued with respect to the Bonds will be in substantially the form set forth in the First Mortgage Indenture, and the First Mortgage Bonds will be in substantially the same form with necessary and appropriate variations, omissions and insertions as permitted and required by this Agreement and the First Mortgage Indenture, and the First Mortgage Bonds will:

(a) be initially issued in a principal amount equal to the aggregate principal amount of the Bonds;

(b) provide for payments of interest on the unpaid balance thereof equal to the payments of interest on the Bonds;

(c) contain provisions in respect of the payment of principal, whether at maturity, by redemption or acceleration, corresponding to the payment provisions of the Bonds;

(d) require all payments of principal of or interest on the First Mortgage Bonds to be made on or prior to the due date for the corresponding payment to be made on the Bonds and in the same coin or currency; and

(e) otherwise comply with Sections 4.3 and 4.5 hereof.

Section 4.3 Payment Of The Bonds From Payment Of The First Mortgage Bonds And Other Amounts.

Payments, and amounts which are deemed to be payments as hereinafter provided, of principal of, premium, if any, and interest on the First Mortgage Bonds by the Company to the Trustee, as assignee of the Issuer, shall be credited against any payments required to be made pursuant to Section 4.1 hereof. Principal of, premium, if any, and interest on the Bonds shall be payable from payments made by the Company to the Trustee pursuant to Section 4.1 hereof and from payments of principal of, premium, if any, and interest on the First Mortgage Bonds delivered hereunder. Payments of principal of, premium, if any, or interest on the Bonds with moneys in the Bond Fund or in the Construction Fund constituting proceeds from the sale of the Bonds or earnings on investments made under the provisions of the Indenture shall be deemed to be like payments made pursuant to Section 4.1 hereof and payments with respect to the First Mortgage Bonds. Whenever the Bonds are redeemable in whole or in part, the Issuer will cause the same to be redeemed upon the request of the Company and the Company covenants and agrees to pay an amount equal to the applicable redemption price of such Bonds as a payment due pursuant to this Section 4.1 hereof and as prepayment of principal of and interest due on the First Mortgage Bonds. Whenever payment or provision therefor has been made in respect of the principal of or interest on all or any portion of the Bonds in accordance with the Indenture (whether at maturity or upon redemption or acceleration), the obligation of the Company pursuant to Section 4.1 hereof shall be deemed satisfied and the First Mortgage Bonds shall be deemed paid to the extent such payment or provision therefor has been made and is considered to be a payment of principal or interest on the Bonds. If the Bonds are thereby deemed paid in full, the corresponding First Mortgage Bonds shall be cancelled and returned to the Company. Subject to the foregoing or unless the Company is entitled to a credit under this Agreement or the Indenture, all payments shall be in the full amount required under Section 4.1 hereof.

If the Company has deposited Government Obligations and obtained the release of First Mortgage Bonds pursuant to Section 802 of the Indenture, and thereafter Bonds become subject to redemption pursuant to Section 301(B)(2) of the Indenture and there are insufficient moneys available under the Indenture to effect such redemption, the Company covenants and agrees to pay to the Trustee for deposit in the Bond Fund any such deficiency amount as is necessary to redeem the Bonds on the date fixed for redemption.

Section 4.4 No Defense Or Set-Off.

The obligations of the Company to make the payments required under the First Mortgage Bonds and, with respect to premium on the Bonds required under Section 4.3 hereof, shall be absolute and unconditional without defense, recoupment or set-off by reason of any default by the Issuer under

this Agreement or under any other agreement between the Company and the Issuer or for any other reason, including, without limitation, failure to complete the Project, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, condemnation, failure of title, or commercial frustration of purpose, or failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation to the Company, whether or not arising out of or connected with this Agreement, it being the intention of the parties that the payments required by the First Mortgage Bonds and, with respect to premium on the Bonds required under Section 4.3 hereof will be paid in full when due without any delay or diminution whatsoever.

Section 4.5 Assignment Of Issuer's Rights.

As security for the payment of the Bonds, the Issuer will, concurrently with the issuance of the Bonds, pledge and assign to the Trustee the Issuer's rights under this Agreement (except the right to receive payments, if any, under Sections 3.3(b)(i)(C), 5.3 and 6.4 hereof), including the right of the Issuer to receive the First Mortgage Bonds and the right to receive payments thereunder and hereby covenants and agrees with the Company to pledge, assign and deliver the First Mortgage Bonds issued pursuant to Section 4.2 hereof to the Trustee. The Issuer directs the Company, and the Company agrees to pay to the Trustee at its principal corporate trust office, all payments on the First Mortgage Bonds and other payments due and payable to the Trustee hereunder. The Company will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Company and the Trustee or the Issuer.

The Issuer and the Company covenant and agree that the First Mortgage Bonds will at all times be (i) in fully registered (both principal and interest) form; (ii) registered in the name of the Trustee pursuant to the Assignment annexed hereto; (iii) non-transferable except as provided in the First Mortgage Indenture; and (iv) appropriately marked to indicate clearly the restrictions on the transfer thereof imposed by this Agreement.

Article V.

Special Covenants.

Section 5.1 Company To Maintain Its Corporate Existence; Conditions Under Which Exceptions Permitted.

The Company agrees that during the term of this Agreement it will maintain its corporate existence and its good standing in the State of Illinois, will not dissolve or otherwise dispose of all or substantially all of its

assets and will not consolidate with or merge into another corporation or permit one or more corporations to consolidate with it; provided, however, that the Company may, without violating the agreement contained in this Section 5.1, consolidate with or merge into another corporation or permit one or more corporations to consolidate with it, or sell or otherwise transfer to another corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided the resulting, surviving or transferee corporation, as the case may be, irrevocably and unconditionally assumes in writing, by means of an instrument which is reasonably satisfactory to and delivered to the Issuer and the Trustee, and agrees to perform all of the obligations of the Company herein.

Section 5.2 Trustee's And Paying Agent's Fees And Expenses.

The Company agrees to pay to the Trustee until the principal of, premium, if any, and interest on all the outstanding Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the provisions of the Indenture: (i) an amount equal to the reasonable annual fee of the Trustee for the Ordinary Services of the Trustee, as Trustee, rendered and its Ordinary Expenses incurred under the Indenture, as and when the same become due, (ii) the reasonable fees, charges and expenses of the Trustee and any other paying agent on the Bonds for acting as paying agent on the Bonds as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees, charges and expenses of the Trustee for the necessary Extraordinary Services rendered by it and Extraordinary Expenses incurred by it under the Indenture, as and when the same become due.

Section 5.3 Indemnification.

The Company agrees to pay, and to indemnify the Issuer or the Trustee, as the case may be, against any and all liabilities, losses, damages, claims or actions of any nature whatsoever (including all reasonable attorneys' fees and expenses of the Issuer or the Trustee), incurred by the Issuer or the Trustee without bad faith arising from or in connection with the issuance of the Bonds or the performance or observance of the terms and conditions of this Agreement, the Indenture or the Tax Agreement, including, without limitation, (1) any injury to, or the death of, any person or any damage to property on the Project or upon adjoining sidewalks, streets or ways, or in any manner growing out of or connected with the use, nonuse, condition or occupation of the Project or any part thereof or resulting from the condition thereof or of adjoining sidewalks, streets or ways, (2) any other act or event occurring upon or affecting any part of the Project, (3) violation by the Company of any contract, agreement or restriction affecting the Project or the use thereof of which the Company has notice and which shall have existed at the date hereof or shall have been approved by the Company or of any law, ordinance or regulation affecting the Project or any part thereof or

the ownership, occupancy or use thereof, (4) liabilities, losses, damages, claims or actions arising out of the offer and sale of the Bonds or a subsequent sale or distribution of any of the Bonds, (5) liabilities, losses, damages, claims or actions arising out of the interest on the Bonds being includable in the gross income of the holders thereof for purposes of federal income taxation, (6) any warranty, representation or certificate made by the Issuer arising from the issuance of the Bonds, or (7) any loss, liability or expense incurred without bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of the trust provided for under the Indenture, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The Company hereby agrees that the Issuer and the Trustee shall not incur any liability to the Company, and shall be indemnified against all liabilities, in exercising or refraining from asserting, maintaining or exercising any right, privilege or power given to the Issuer or the Trustee under the Indenture if the Issuer or the Trustee is acting without bad faith or in reliance upon a written request of the Authorized Company Representative. The covenants of indemnity by the Company contained in this paragraph shall extend to the Issuer and the Trustee and to their respective officers, employees, attorneys and agents and shall survive the termination of this Agreement.

The foregoing provisions of this Section 5.3 relate to the Issuer in its capacity as issuer of the Bonds and not to any activities or actions growing out of the performance of the Issuer's other governmental functions.

The Company agrees to pay to, or on behalf of, the Issuer or the Trustee such reasonable costs and expenses as may be incurred by (i) the Issuer in performing its covenants under this Agreement and (ii) the Issuer or the Trustee in performing the covenants under the Indenture, to the extent not paid from the proceeds of any Bonds.

Section 5.4 Tax-Exempt Status Of The Bonds.

The Company covenants and agrees that it has not taken, permitted to be taken or omitted to take and will not take, permit or omit to take, and the Issuer covenants and agrees that it, to the best of its knowledge, has not taken or omitted to take and will not knowingly take or omit to take, any action within its power which results or will result in interest paid on any of the Bonds being included in gross income of the owners of the Bonds for purposes of federal income taxation; provided, however, that such covenant and agreement shall not require either the Company or the Issuer to enter an appearance in or intervene in any administrative, legislative or judicial proceeding in connection with any changes in applicable laws, rules, regulations, or decisions of any court or administrative agency or other governmental body affecting the taxation of interest on the Bonds; and provided further that neither the Company nor the Issuer shall have violated this covenant if the interest on any of the Bonds becomes includable

in federal gross income of a person who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code.

The Company covenants and agrees to notify the Trustee and the Issuer of the occurrence of any event of which the Company has notice and which event would cause any of the Bonds to become subject to redemption pursuant to the Indenture as a result of interest thereon becoming includable for federal income tax purposes in the gross income of any owner thereof.

Section 5.5 Redemption Of Bonds.

If the Company is not in default in the payments under Section 4.2 hereof, the Issuer, upon reasonable assurance from the Company that the Company shall make sufficient funds available, at the request at any time of the Company and if the same are then callable, shall forthwith take all steps that may be necessary under the provisions of the Indenture to effect redemption of all or part of the then outstanding Bonds, as may be specified by the Company, on the redemption date specified by the Company and on which such redemption may be made under such applicable provisions.

Section 5.6 Taxes And Governmental Charges.

The Company will promptly pay, as the same become due, all lawful taxes, assessments and governmental charges of any kind whatsoever including, without limitation, any tax equivalent required by the laws of the State of Illinois or income, profits, property and excise taxes levied or assessed by federal, state or any municipal government upon the Issuer with respect to the Project or any part thereof or any payments under this Agreement. The Issuer agrees to give the Company prompt notice of any such assessments or governmental charges.

The Company may, at its expense and in its own name and behalf or in the name and behalf of the Issuer, if it is a necessary party thereto, in good faith contest any such taxes, assessments and other charges and, in the event of any contest, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of any such contested item shall be effectively stayed.

Article VI.

Events Of Default And Remedies.

Section 6.1 Events Of Default Defined.

The following shall be "events of default" under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to pay when due amounts sufficient to pay interest on the First Mortgage Bonds and the continuation of such failure for a period of sixty (60) days.

(b) Failure by the Company to pay when due amounts sufficient to pay principal on the First Mortgage Bonds.

(c) Any material breach by the Company of any representation or warranty made in this Agreement or failure by the Company to observe or perform any covenant, condition or agreement on its part to be observed or performed (excluding the covenants, representations or warranties the breach of which results or would result in the mandatory redemption of the Bonds under the Indenture as a result of interest thereon becoming includable for federal income tax purposes in the gross income of any owner thereof), other than as referred to in subsection (a) or (b) of this Section, for a period of sixty (60) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Company by the Trustee or the Issuer, unless (i) the Trustee and the Issuer shall agree in writing to an extension of such time prior to its expiration or (ii) if the breach or failure be such that it can be corrected but not within the applicable period, corrective action is instituted by the Company within the applicable period and diligently pursued until the breach or failure is corrected.

(d) If the Company shall be adjudicated a bankrupt by any court of competent jurisdiction or shall file a voluntary petition in bankruptcy or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they become due; or if the Company shall consent to the appointment of a receiver or trustee of all or a substantial part of the property subject to the First Mortgage Indenture; or if the Company shall file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, or any other applicable law or statute of the United States of America or of any state thereof; or if the Company shall file a petition to take advantage of any insolvency act; or if, during a period of sixty (60) days following (1) the entry of an order approving a petition of some person other than the Company, seeking reorganization of the Company under the federal bankruptcy laws or any

other applicable law or statute of the United States of America or any state thereof, or (2) the appointment of a trustee or a receiver of all or a substantial part of the property subject to the First Mortgage Indenture, such order or appointment of a trustee or receiver shall not be vacated or shall not be stayed on appeal or otherwise or shall not have otherwise ceased to continue in effect; or if judgment for the payment of moneys in excess of the sum of $100,000 shall be rendered against the Company and such judgment shall remain unsatisfied and execution thereon shall remain unstayed for a period of sixty (60) days after the entry of such judgment or such judgment shall remain unsatisfied for a period of sixty (60) days after the termination of any stay of execution thereon entered within such sixty (60) day period.

(e) Failure by the Company to pay when due amounts sufficient to pay the premium, if any, due on the Bonds.

The foregoing provisions of Section 6.1(c) are subject to the following limitations: if by reason of force majeure the Company is unable in whole or in part to carry out its agreements on its part herein contained other than the obligations on the part of the Company contained in Sections 4.2, 4.3, 5.2 and 5.3 hereof, the Company shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of Illinois or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; volcanic eruptions; fires; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; failure of suppliers; or any other cause or event not reasonably within the control of the Company. The Company agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Company unfavorable to the Company.

Section 6.2 Remedies On Default.

Upon the occurrence of an event of default described in Section 6.1(a) or Section 6.1(b) hereof, the Trustee, as the Issuer's assignee and as holder of the First Mortgage Bonds, shall have the remedies provided in the First Mortgage Indenture for holders of Bonds issued thereunder as set forth in

Article X thereof. Any waiver of an event of default under the First Mortgage Indenture which constitutes an event of default under Section 6.1(a) or Section 6.1(b) hereof shall constitute a waiver of an event of default under this Agreement.

Upon the occurrence and continuance of an event of default referred to in Section 6.1 hereof, the Trustee, as assignee of the Issuer, may also take any one or more of the following remedial steps:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Issuer, and require the Company to carry out any agreements with or for the benefit of the Owners of the Bonds and to perform its duties under this Agreement and the First Mortgage Bonds; and

(b) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Issuer.

Any amounts collected pursuant to action taken under this Section 6.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), to the Company.

Section 6.3 No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Issuer or the Trustee (as assignee of the Issuer) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission 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 thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee (as assignee of the Issuer) to exercise any remedy reserved to it in this article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 6.4 Agreement To Pay Attorneys' Fees And Expenses.

In the event the Company should default under any of the provisions of this Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of the indebtedness hereunder or the enforcement or performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will

on demand therefor pay to the Trustee, the Issuer or, if so directed by the Issuer, to the attorneys for the Issuer the reasonable fee of such attorneys and such other expenses so incurred by or on behalf of the Issuer or the Trustee.

Section 6.5 No Additional Waiver Implied By One Waiver; Consents To Waivers.

In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be effective unless in writing and signed by the party making the waiver. The Issuer shall have no power to waive any default hereunder by the Company without the consent of the Trustee to such waiver. Notwithstanding the foregoing, if, after the acceleration of the maturity of the outstanding Bonds by the Trustee pursuant to Section 902 of the Indenture, all arrears of interest on the outstanding Bonds and interest on overdue installments of interest (to the extent permitted by law) at a rate per annum which is equal to the rate per annum borne by the Bonds in respect of which such default shall have occurred and the principal and premium (if any) on all Bonds then outstanding which have become due and payable otherwise than by acceleration, and all other sums payable under the Indenture, except the principal of and the interest on such Bonds which by such acceleration shall have become due and payable, shall have been paid, all other things shall have been performed in respect of which there was a default, there shall have been paid the reasonable fees and expenses of the Trustee and of the owners of such Bonds, including reasonable attorneys' fees paid or incurred and such event of default under the Indenture shall be waived by the Trustee with the consequence that under Section 902 of the Indenture such acceleration is rescinded, then the Company's default hereunder shall be deemed to have been waived by the Trustee (as assignee of the Issuer) and no further action in accordance with the Indenture or consent by the Trustee or the Issuer shall be required.

Article VII.

Miscellaneous.

Section 7.1 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns, subject, however, to the limitations contained in Section 5.1 hereof.

Section 7.2 Execution Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that for purposes of perfecting a lien or security interest in this Agreement by the Trustee, whether under Article 9 of the Uniform Commercial Code of the State of Illinois or otherwise, only the counterpart delivered to, and receipted by, the Trustee shall be deemed the original.

Section 7.3 Amendments, Changes And Modifications.

Subsequent to the initial issuance of the Bonds and prior to payment or provision for the payment of the Bonds in full (including interest and premium, if any, thereon) in accordance with the provisions of the Indenture, this Agreement may not be amended, changed, modified, altered or terminated except as provided in Article XIII of the Indenture.

Section 7.4 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.5 Amounts Remaining In Bond Fund.

Any amounts remaining in the Bond Fund after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), and the fees, charges and expenses of the Issuer and the Trustee and all other amounts required to be paid under this Agreement and the Indenture shall be paid promptly to the Company by the Trustee, except as otherwise provided in Section 609 of the Indenture.

Section 7.6 Notices.

All notices, certificates and other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as follows: if to the Issuer, at City Hall, Chicago, Illinois 60602, Attention: City Clerk and City Comptroller, with a copy to the Corporation Counsel; if to the Company, at [122 South Michigan Avenue, Chicago, Illinois 60603], Attention: Secretary and Treasurer; if to the Trustee, at One First National Plaza, Suite 0126, Chicago, Illinois 60670, Attention: Corporate Trust Department. A duplicate copy of each notice, certificate or other

communication given hereunder by the Issuer or the Company to any of the others shall also be given to the Trustee. The Issuer, the Company and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 7.7 Assignment.

This Agreement may not be assigned by either party without the consent of the other, except that the Issuer shall assign to the Trustee its rights under this Agreement as provided in Section 4.5 hereof and the Company may assign its rights hereunder to any transferee or any surviving or resulting corporation pursuant to Article XIV of the First Mortgage Indenture.

Section 7.8 Further Assurances.

The Company agrees and undertakes to perform any and all obligations of the Company and the Issuer under and pursuant to Section 910 of the Indenture.

Section 7.9 Applicable Law.

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

Section 7.10 Term Of Agreement.

This Agreement shall be in full force and effect from its date to and including such date as all of the Bonds issued under the Indenture shall have been fully paid or retired (or provision for such payment shall have been made as provided in the Indenture), provided that (i) the covenants of the Company contained herein relating to the tax-exempt status of the Bonds and (ii) Section 5.3 hereof, shall survive termination of this Agreement.

Section 7.11 Delegation Of Issuer's Duties.

It is agreed that under the terms of this Agreement and also under the terms of the Indenture, the Issuer has delegated certain of its duties hereunder to the Company and the Trustee. The fact of such delegation shall be deemed sufficient compliance by the Issuer to satisfy the duties so delegated and the Issuer will not be liable in any way by reason of acts done or omitted by the Company, an Authorized Company Representative or the Trustee. The Issuer shall have the right at all times to act in reliance upon

the authorizations, representations or certificates of an Authorized Company Representative or the Trustee.

In Witness Whereof, The Issuer and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

City of Chicago, Illinois

_____
City Comptroller

[Seal]

Attest:

_____
City Clerk

The Peoples Gas Light and Coke Company

_____

Its: _____

[Seal]

Attest:

_____

Its: _____

City Of Chicago, Illinois

To

The First National Bank Of Chicago

As Trustee.

Indenture Of Trust
[Multi-Modal]

Securing Gas Supply Refunding Revenue Bonds, 1995 Series A.
(The Peoples Gas Light And Coke Company Project)

Dated As Of _____ 1, 1995.

This Indenture of Trust, dated as of _____ 1, 1995, between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government of the State of Illinois (hereinafter defined as the "Issuer"), and The First National Bank of Chicago, a banking association organized and existing under the laws of the United States of America with its principal corporate trust office located at One First National Plaza, Suite 0126, Chicago, Illinois 60670, as Trustee (hereinafter defined as the "Trustee");

Witnesseth:

Whereas, The Issuer 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, having a population in excess of 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, Pursuant to its powers as a home rule unit of government, the Issuer has heretofore issued $50,000,000 aggregate principal amount of City of Chicago, Illinois, Fixed-Rate Gas Supply Revenue Bonds, 1985 Series D (The Peoples Gas Light and Coke Company Project), all of which are currently outstanding (the "Prior Bonds"); and

Whereas, The Proceeds of the Prior Bonds were lent by the Issuer to The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company") for the purpose of defraying a portion of the cost of certain gas supply facilities, designed as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Internal Revenue Code of 1986, as amended (the "Project"); and

Whereas, Pursuant to an ordinance adopted by the City Council of the Issuer in the exercise of its powers as a home rule unit of government, the Issuer has authorized the issuance of its City of Chicago, Illinois, Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project) (the "Bonds") in the aggregate principal amount of $50,000,000, the proceeds of which are to be used to refund a like principal amount of the Prior Bonds; and

Whereas, The Issuer has entered into a Loan Agreement (the "Agreement") with the Company specifying the terms and conditions of the loan of the proceeds of the Bonds to the Company for the purpose of refunding a like principal amount of the Prior Bonds and the repayment of said loan; and

Whereas, The execution and delivery of this Indenture and the issuance of the Bonds in the aggregate principal amount of $50,000,000 have been in all respects duly and validly authorized by ordinance duly adopted by the Issuer; and

Whereas, The Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following form and Trustee's certificate of authentication is also to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to wit:

[Form Of Bond]

United States Of America

State Of Illinois

City Of Chicago, Illinois

Gas Supply Refunding Revenue Bond, 1995 Series A.

(The Peoples Gas Light And Coke Company Project)

Registered
No. R-_____

Registered
$_____

For Flexible Rate Mode Only.

Interest Rate	Number of Days in Flexible Segment	Mandatory Purchase and Interest Payment Date	Amount of Interest Due for Flexible Segment
_____ %	_____	_____	$ _____
_____	_____	_____	_____

Maturity Date: C.U.S.I.P.: _____

Registered Owner:

Principal Amount: Dollars

City of Chicago, Illinois (the "Issuer"), a municipal corporation and a home rule unit of government of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above, and to pay (but only out of the source hereinafter provided) interest on the balance of said Principal Amount from time to time remaining unpaid until payment of said Principal Amount has been made or duly provided for, at the rates and on the dates determined as described herein and in the Indenture (as hereinafter defined), and to pay (but only out of the source hereinafter provided) interest on overdue principal at the rate

borne by this Bond on the date on which such principal became due and payable, except as the provisions set forth in the Indenture with respect to redemption or acceleration prior to maturity may become applicable hereto, the principal of and premium, if any, and interest on this Bond being payable in lawful money of the United States of America at the Principal Office or the New York Office of the First National Bank of Chicago, as Trustee, or its successor in trust (the "Trustee"); provided, however, payment of interest on any Interest Payment Date (as hereinafter defined) shall be made to the registered owner hereof as of the close of business on the Record Date (as hereinafter defined) with respect to such Interest Payment Date and shall be (i) paid by check or draft mailed to such registered owner hereof at his address as it appears on the registration books of the Issuer maintained by the Trustee or at such other address as is furnished in writing by such registered owner to the Trustee not later than the close of business on the Record Date or (ii) transmitted by wire transfer to the accounts with members of the Federal Reserve System located within the continental United States of America of those owners which own at least $1,000,000 in aggregate principal amount of the Bonds and which shall have provided wire transfer instructions to the Trustee prior to the close of business on such Record Date, but, in the case of interest payable in respect of a Flexible Segment, only upon presentation of such Bond at the Principal Office or the New York Office of the Trustee for exchange or transfer as provided in the Indenture.

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.

This Bond and all other Bonds of the issue of which it forms a part shall never constitute the debt or indebtedness of the Issuer within the meaning of any provision or limitation of the Constitution or statutes of the State of Illinois nor constitute or give rise to a pecuniary liability of the Issuer or charge against its general credit or taxing powers.

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 until the certificate of authentication hereon shall have been duly executed by the Trustee.

In Witness Whereof, The City of Chicago, Illinois has caused this Bond to be executed in its name by the facsimile signature of its Mayor and attested by the facsimile signature of its City Clerk and its corporate seal to be impressed or imprinted hereon, all as of _____, 199__.

City of Chicago, Illinois

By: [Facsimile]
Mayor

Attest:

[Facsimile]
City Clerk

[Form Of Trustee's Certificate Of Authentication]

This Bond is one of the Bonds described in the within-mentioned Indenture.

Date of Authentication:

The First National Bank of Chicago, as Trustee

Authorized Officer

[Reverse Of Bonds]

This Bond is one of a duly authorized issue of Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project) (hereinafter referred to as the "Bonds"), limited in aggregate principal amount to $50,000,000, issued pursuant to an Indenture of Trust dated as of _____ 1, 1995, between the Issuer and the Trustee (which Indenture as from time to time supplemented and amended, is hereinafter referred to as the "Indenture"), for the purpose of refunding a like principal amount of City of Chicago, Illinois, Fixed Rate Gas Supply Revenue Bonds,

1985 Series D (The Peoples Gas Light and Coke Company Project) (the "Prior Bonds"), which Prior Bonds were previously issued by the Issuer to finance a portion of the costs of acquiring, constructing and improving certain gas supply facilities (the "Project") located wholly within the corporate boundaries of the Issuer. Under the terms of a Loan Agreement dated as of _____ 1, 199__, between the Issuer and the Company (which Loan Agreement, as from time to time is supplemented and amended, is hereinafter referred to as the "Agreement"), proceeds from the sale of the Bonds are to be loaned by the Issuer to the Company. The Bonds are secured by and entitled to the protection of the Indenture. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security, rights, duties and obligations of the Issuer, the Trustee and the Owners of the Bonds and the terms upon which the Bonds are or may be issued and secured.

To secure the payment of the Bonds and premium, if any, and interest thereon, the Company has issued its First and Refunding Mortgage Bonds, Series __ (the "First Mortgage Bonds"), in the principal amount of $50,000,000 pursuant to the Mortgage dated January 2, 1926, from Chicago By-Product Coke Company to Bank of America Illinois (successor to Illinois Merchants Trust Company), as Trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any time by supplemental indentures, including the Series __ First Mortgage Supplemental Indenture dated as of _____ 1, 1995. The First Mortgage Bonds are issued to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Bonds.

This Bond may be transferred or exchanged by the registered owner hereof in person or by his attorney duly authorized in writing at the Principal Office or the New York Office of the Trustee but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer or exchange a new registered Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor.

In The Manner Provided And Subject To The Provisions Of The Indenture, The Term Of The Bonds Will Be Divided Into Consecutive Interest Rate Modes During Each Of Which The Bonds Shall Bear Interest At Either A Daily Rate, A Weekly Rate, A Quarterly Rate, A Semiannual Rate, A Term Rate Or A Flexible Rate, Each Of Which Shall Be Determined In The Manner Provided In The Indenture. In No Event Shall The Interest Rate On Any Bond Be Greater Than The Maximum Rate.

Interest on this Bond shall be payable on each Interest Payment Date for the period commencing on the next preceding Interest Payment Date (or if no interest has been paid hereon, commencing on the Dated Date) and ending on the day next preceding such Interest Payment Date; provided,

however, that if, as shown by the records of the Trustee, interest on the Bonds shall be in default, the Bonds shall bear interest from the last date to which interest has been paid in full or duly provided for on the Bonds, or if no interest has been paid or duly provided for on the Bonds, from the Dated Date. Interest shall be computed (1) during a Semiannual Rate Mode or in the case of a Term Rate Period, on the basis of a 360-day year consisting of twelve (12) thirty (30) day months, and (2) during any other Interest Rate Mode, on the basis of a 365- or 366-day year, as appropriate, and the actual number of days elapsed.

The term "Interest Payment Date" means (i) during a Daily Rate Mode or Weekly Rate Mode, the first (1st) Business Day of each calendar month, (ii) during a Quarterly Rate Mode, the first Business Day of the third (3rd) calendar month following the effective date of such Quarterly Rate Mode, and the first (1st) Business Day of each third (3rd) month thereafter, (iii) during a Semiannual Rate Mode or Term Rate Period, the first day of the sixth (6th) calendar month following the effective date of such Semiannual Rate Mode or Term Rate Period, as applicable, and the first (1st) day of each successive sixth (6th) calendar month thereafter, (iv) with respect to any Flexible Segment, the Business Day next succeeding the last day thereof and (v) with respect to each particular Interest Rate Mode, the day next succeeding the last day thereof.

The term "Record Date" means with respect to any Interest Payment Date during a Variable Rate Mode or in respect of a Flexible Segment, the Business Day next preceding such Interest Payment Date and, with respect to any Interest Payment Date during a Semiannual Rate Mode or a Term Rate Period, the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date.

The Bonds shall be deliverable in the form of registered Bonds without coupons in the denominations of $5,000 and any integral multiple thereof during any Semiannual Rate Mode or Term Rate Period; in the denominations of $100,000 and any integral multiple thereof during any Daily, Weekly or Quarterly Rate Mode; and in the denominations of $100,000 and any integral multiple of $5,000 in excess of $100,000 during any Flexible Rate Mode.

The Bonds Are Subject To Optional And Mandatory Tender And Purchase As Provided In The Indenture.

The Bonds Are Subject To Optional And Mandatory Redemption As Provided In The Indenture.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and pursuant to an ordinance of the City Council of the Issuer. This Bond and the series of which it forms a part are

limited obligations of the Issuer payable solely out of the revenues and receipts derived by the Issuer under the Agreement (except as provided in the Indenture to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), which revenues and receipts include among other things the payments made on the First Mortgage Bonds delivered by the Company pursuant to the Agreement. No owner of any of the Bonds has the right to compel any exercise of taxing power of the Issuer to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds do not constitute an indebtedness of the Issuer, or a loan of credit thereof within the meaning of any constitutional or statutory provision. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal of, premium, if any, and interest on the Bonds are to be paid by the Company to the Trustee and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 1995 Series A", and all such payments have been duly pledged and assigned to the Trustee under the Indenture to secure payment of such principal, premium, if any, and interest.

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 member, alderman, officer or employee of the Issuer, or through the Issuer, or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, alderman, officer or employee, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If an Event of Default as defined in the Indenture occurs, the principal of all Bonds issued under the Indenture may be declared due and payable upon the conditions and in the manner and with the effect provided in the Indenture.

The Issuer, the Trustee, the Remarketing Agent and any other agent of the Issuer or the Trustee may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond be overdue, and neither the Issuer, the Trustee, the Remarketing Agent nor any such agent shall be affected by notice to the contrary.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the

benefits of the Indenture, except for the purposes of payment, registration, transfer or exchange of Bonds, including a provision that under certain circumstances the Bonds shall be deemed to be paid if Government Obligations, 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 and 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.

Terms which are used herein as defined terms and which are not otherwise defined shall have the meanings assigned to them in 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	_____Custodian_____
Ten. Ent. --	as tenants by the entireties	(Cust.) (Minor) 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.

Assignment.

For Value Received, The undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

_____

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

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

[End Of Bond Form]

Whereas, The execution and delivery of the Bonds and of this Indenture have been duly authorized and all things necessary to make the Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this Indenture a valid and binding agreement have been done; now, therefore,

This Indenture Of Trust Witnesseth:

That the Issuer 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 Issuer by the Trustee at

or before the execution and delivery of these presents and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds outstanding hereunder from time to time, according to their tenor and effect, and to secure the observance and performance by the Issuer 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 of the rights and interest of the Issuer in and to the First Mortgage Bonds (as hereinafter defined) and the Agreement, including all extensions and renewals of the term thereof, if any, together with all right, title and interest of the Issuer therein (except for the right of the Issuer to the payment of costs, expenses and indemnification pursuant to Sections 3.3(b)(i)(C), 5.3 and 6.4 of the Agreement and any rights of the Issuer to receive any notices, certificates, requests, requisitions or other communications under the Agreement) including, but without limiting the generality of the foregoing, the present and continuing right to receive, receipt for, collect or make claim for any of the moneys, income, revenues, issues, profits and other amounts payable or receivable thereunder, including payments made by the Company under the Agreement, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer or any other person is or may become entitled to do under the Agreement; and

Granting Clause Second.

All payments to be received by the Issuer (except as provided in the preceding paragraph) under the Agreement, together with all other Revenues, and all moneys and earnings thereon held by the Trustee in the Bond Fund under the terms of the Indenture; and

Granting Clause Third.

Any and all other property of each name and 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 Issuer or by anyone on its behalf or with its written consent, to the Trustee, which are hereby authorized to

receive any and all such property 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 respective successors in said Trust and assigns forever.

In Trust Nevertheless, Upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds (except as otherwise provided herein).

Provided, However, That if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal 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 true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article VI hereof or shall provide, as permitted by Article VIII hereof, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to be become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

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

Article I.

Definitions And Rules Of Interpretation.

Section 101. Rules Of Interpretation.

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

(A) All references in this Indenture to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Indenture.

(B) The words "herein", "hereof", "hereto","hereby", and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

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

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

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

(F) All other terms used herein which are defined in the Agreement shall have the same meanings assigned them in the Agreement unless the context otherwise requires.

Section 102. Definitions.

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

"Agreement" means the Loan Agreement executed by and between the Issuer and the Company of even date herewith, as from time to time supplemented and amended.

"Authorized Company Representative" means any person at the time designated to act on behalf of the Company by a written certificate furnished to the Issuer, the Remarketing Agent and the Trustee containing the specimen signature of such person and signed on behalf of the Company by any officer of the Company. Such certificate may designate an alternate or alternates.

"Authorized Denominations" means with respect to any particular Bond (i) during any Semiannual Rate Mode or Term Rate Period, $5,000 or any integral multiple thereof, (ii) during any Daily, Weekly or Quarterly Rate Mode, $100,000 and any integral multiple thereof, and during any Flexible Rate Mode, $100,000 and any integral multiple of $5,000 in excess of $100,000.

"Authorized Issuer Representative" means the Mayor, City Comptroller or any person at the time designated to act on behalf of the Issuer by a written certificate furnished to the Company and Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor. Such certificate shall designate an alternate or alternates.

"Beneficial Owner" means the actual purchaser of each Bond the ownership interest of which is recorded on the records of the Direct and/or Indirect Participants.

"Bond Counsel" means an attorney at law or a firm of attorneys (who is of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivision) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Fund" means City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 1995 Series A created by Section 602 hereof.

"Bondholder" or "Owner" or "holder" or "owner" means the registered owner of any Bond.

"Bond Register" means the registration books of the Issuer kept by the Trustee to evidence the registration and transfer of Bonds.

"Bonds" means the $50,000,000 aggregate principal amount of Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project), to be issued by the Issuer hereunder.

"Business Day" means any day which is not a Sunday or a legal holiday or a day (including Saturday) on which banking institutions in Chicago, Illinois, in New York, New York, and in the city where the Principal Office of the Trustee is located are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder or (to the extent applicable) under prior law, including temporary regulations.

"Collateral Release Fund" means the Collateral Release Fund created by Section 614 hereof.

"Company" means The Peoples Gas Light and Coke Company, a corporation organized and existing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation as permitted in Section 5.1 of the Agreement.

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

"Daily Rate" means the variable interest rate on the Bonds established in accordance with Section 203(a) hereof.

"Daily Rate Mode" means each period of time during which Bonds bear interest at a Daily Rate.

"Daily Rate Period" means each period during a Daily Rate Mode from and commencing on a Business Day to and including the day immediately preceding the first Business Day thereafter, provided that the first Daily Rate Period in any Daily Rate Mode shall commence on the effective date of such Daily Rate Mode.

"Dated Date" means _____ 1, 1995.

"Default" or "event of default" means any occurrence or event specified in and defined by Section 901 hereof.

"Direct Participant" means any direct participant in the book-entry system of D.T.C..

"D.T.C." means The Depository Trust Company, a New York corporation, and its successors and assigns.

"D.T.C. Delivery" means delivery in accordance with the procedures of D.T.C. including D.T.C.'s Delivery Order Procedures.

"Extraordinary Services" and "Extraordinary Expenses" mean all services rendered and all reasonable expenses, including counsel fees, incurred under the Indenture and the Tax Agreement other than Ordinary Services and Ordinary Expenses including any tax or governmental charge due in connection with the exchange of any Bond which is not chargeable to the Bondholder pursuant to Section 204 hereof.

"First Mortgage Bonds" means the First and Refunding Mortgage Bonds, Series __, issued pursuant to the Series __ First Mortgage Supplemented Indenture concurrently with the issuance and delivery by the Issuer of the Bonds.

"First Mortgage Indenture" means the Mortgage, dated January 2, 1926, from Chicago By-Product Coke Company to Bank of America Illinois (successor to Illinois Merchants Trust Company), as Trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any

time by supplemental indentures, including the Series __ First Mortgage Supplemental Indenture.

"First Mortgage Trustee" means Continental Bank, National Association, as Trustee under the First Mortgage Indenture, or its successor as such Trustee.

"Flexible Rate" shall mean, with respect to any Bond, the non-variable interest rate associated with such Bond established in accordance with Section 203(f) hereof.

"Flexible Rate Mode" means each period, comprised of Flexible Segments, during which Bonds bear interest at Flexible Rates.

"Flexible Segment" shall mean, with respect to each Bond bearing interest at a Flexible Rate, the period established in accordance with Section 203(f) hereof.

"Government Obligations" means non-callable direct general obligations of, or obligations the payment of the principal and interest of which are unconditionally guaranteed by the United States of America.

"Indenture" means these presents as supplemented and amended by any supplemental indentures executed by the Issuer and the Trustee pursuant to Article XII hereof.

"Indirect Participant" means any Person on behalf of whom a Direct Participant holds an interest in the Bonds.

"Interest Payment Date" means (i) during a Daily Rate Mode or Weekly Rate Mode, the first Business Day of each calendar month, (ii) during a Quarterly Rate Mode, the first (1st) Business Day of the third (3rd) calendar month following the effective date of such Quarterly Rate Mode, and the first Business Day of each third (3rd) month thereafter, (iii) during a Semiannual Rate Mode or Term Rate Period, the first (1st) day of the sixth (6th) calendar month following the effective date of such Semiannual Rate Mode or Term Rate Period, as applicable, and the first (1st) day of each successive sixth (6th) calendar month thereafter, (iv) with respect any Flexible Segment, the Business Day next succeeding the last day thereof, and (v) with respect to each Interest Rate Mode, the day next succeeding the last day thereof.

"Interest Rate Mode" means any Daily Rate Mode, Weekly Rate Mode, Quarterly Rate Mode, Flexible Rate Mode, Semiannual Rate Mode or Term Rate Period.

"Issuer" means the City of Chicago, Illinois, the party of the first part hereto, and any successor body to the duties and functions of the Issuer.

"Maturity Date" means _____ 1, ____.

"Maximum Rate" means the lesser of fourteen percent (14%) per annum or the maximum rate permitted by law.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company, with notice to the Trustee.

"New York Office" of the Trustee means First Chicago Trust Company of New York, 14 Wall Street, Eighth Floor, New York, New York 10005, or such other address as may be designated by the Trustee by appropriate notice at least thirty (30) days prior to any change in such address.

"Ordinary Services" and "Ordinary Expenses" mean those services rendered and those reasonable expenses incurred by the Trustee hereunder which are equivalent to those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

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

A. Bonds theretofore canceled or required to be canceled under Section 210 hereof;

B. Bonds which are deemed to be paid in accordance with Article VIII hereof; and

C. Bonds (including Bonds which are deemed to have been purchased pursuant to Section 403 hereof) in substitution for which other Bonds have been authenticated and delivered pursuant to Article II hereof.

In determining whether the Owners of a requisite aggregate principal amount of outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of this Indenture, Bonds which are owned of record by the Company or any affiliate thereof or held by the Trustee for the account of the Company shall be disregarded and deemed not to be Outstanding hereunder for the purpose of any such determination (except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned or held shall be disregarded) unless all

Bonds are owned by the Company or any affiliate thereof and/or held by the Trustee for the account of the Company, in which case such Bonds shall be considered outstanding for the purpose of such determination. For the purpose of this definition, an "affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person and "control", when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Participant" means any Direct Participant or Indirect Participant, or any participant in the book-entry system of the Securities Depository if other than D.T.C..

"Paying Agent" means the Trustee.

"Person" means natural persons, partnerships, associations, corporations, trusts, and public bodies.

"Principal Office" means, with respect to the Trustee, the principal corporate trust office of the Trustee, which office at the date of acceptance of the Trustee of the duties and obligations imposed upon it hereunder is located at the address specified in Section 1404 hereof.

"Prior Agreement" means the Loan Agreement dated as of March 1, 1985, between the Issuer and the Company, as supplemented and amended by the Third Supplemental Loan Agreement dated as of March 1, 1985, relating to the Prior Bonds.

"Prior Bond Fund" means the fund established pursuant to Section 402 of the Prior Indenture.

"Prior Bonds" means the City of Chicago, Illinois, Fixed-Rate Gas Supply Revenue Bonds, 1985 Series D (The Peoples Gas Light and Coke Company Project), currently outstanding in the aggregate principal amount of $50,000,000.

"Prior Indenture" means the Indenture of Trust dated as of March 1, 1985, between the Issuer and the Prior Trustee, as supplemental and amended by the Third Supplemental Indenture of Trust dated as of March 1, 1985, pursuant to which the Prior Bonds were issued.

"Project" means the Project as defined in the Prior Agreement.

"P.S.A. Municipal Index" means the Public Securities Association (P.S.A.) Municipal Swap Index, as of the most recent date for which the

index was published, or such other weekly high grade index comprised of seven-day, tax-exempt variable rate demand notes produced by Municipal Market Data, Inc., or its successor, or as otherwise designated by the Public Securities Association.

"Quarterly Rate" means the variable interest rate on the Bonds established in accordance with Section 203(c) hereof.

"Quarterly Rate Mode" means each period of time during which Bonds bear interest at a Quarterly Rate.

"Quarterly Rate Period" means each period during a Quarterly Rate Mode from and commencing on the first (1st) Business Day of a calendar month to but not including the first (1st) Business Day of the third (3rd) succeeding calendar month, provided that the first (1st) Quarterly Rate Period in any Quarterly Rate Mode shall be the period commencing on the effective date of such Quarterly Rate Mode to but not including the first (1st) Business Day of the third (3rd) succeeding calendar month thereafter.

"Rating Category" or "Rating Categories" means one or more of the generic rating categories of a nationally recognized securities rating agency, without regard to any refinement or graduation of such rating category or categories by a numerical modifier or otherwise.

"Rebate Fund" means the Rebate Fund, if any, created and established pursuant to the Tax Agreement.

"Record Date" means, with respect to any Interest Payment Date during a Variable Rate Mode or in respect of a Flexible Segment, the Business Day next preceding such Interest Payment Date and, with respect to any Interest Payment Date during a Semiannual Rate Mode or a Term Rate Period, the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date.

"Registrar" means the Trustee, as keeper of the Bond Register.

"Remarketing Agent" means the remarketing agent appointed in accordance with Section 408 hereof and any permitted successor thereto.

"Revenues" means (i) all amounts payable by the Company pursuant to Section 4.1 of the Agreement, (ii) all amounts payable in respect of the principal, premium, if any, and interest on the First Mortgage Bonds, (iii) any portion of net proceeds of the Bonds deposited with the Trustee under Section 603 hereof for the payment of accrued interest, (iv) any earnings on moneys on deposit in the Bond Fund and (v) any other moneys paid by the Company pursuant to Section 4.3 of the Agreement. Revenues shall not include any amounts payable by the Company pursuant to Sections 3.3(b)(i)(C), 5.3 and 6.4 of the Agreement.

"Securities Depository" means D.T.C. or, alternatively, any other "clearing agency" (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended, selected by the Issuer and the Trustee at the direction and expense of the Company.

"Semiannual Rate" means the non-variable interest rate on the Bonds established in accordance with Section 203(d) hereof.

"Semiannual Rate Mode" means each period of time during which the Bonds bear interest at a Semiannual Rate.

"Semiannual Rate Period" means each period during a Semiannual Rate Mode from and commencing on the first (1st) day of a calendar month and to but not including the first (1st) day of the sixth (6th) succeeding calendar month, provided that the first Semiannual Rate Period in any Semiannual Rate Mode shall be the period commencing on the effective date of such Semiannual Rate Mode to but not including the first (1st) day of the sixth (6th) succeeding calendar month thereafter.

"Series __ First Mortgage Supplemental Indenture" means the Supplemental Indenture of even date herewith to the First Mortgage Indenture pursuant to which the First Mortgage Bonds are issued.

"S. & P.", means Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company, with notice to the Trustee.

"State" means the State of Illinois.

"Tax Agreement" means the Tax Exemption Certificate and Agreement dated as of the date of delivery of the Bonds, among the Issuers, the Company and the Trustee.

"Term Rate" means a non-variable interest rate on the Bonds established in accordance with Section 203(e) hereof.

"Term Rate Period" means each period during which a Term Rate is in effect.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"Trustee" means The First National Bank of Chicago and any successor trustee pursuant to Section 1105 or 1109 hereof at the time serving as successor Trustee hereunder.

"Underwriters" means, collectively, Goldman, Sachs & Co.; Smith Barney Shearson, Inc.; Pryor, McClendon, Counts & Co., Inc. and Artemis Capital Group, Inc..

"Variable Rate Mode" means each Daily Rate Mode, Weekly Rate Mode and Quarterly Rate Mode.

"Weekly Rate" means the variable interest rate on the Bonds established in accordance with Section 203(b) hereof.

"Weekly Rate Mode" means each period of time during which the Bonds bear interest at a Weekly Rate.

"Weekly Rate Period" means each period during a Weekly Rate Mode from and commencing on a Wednesday and ending on the next succeeding Tuesday; provided, however, that if a Weekly Rate Mode shall end on a day other than a Tuesday, the last Weekly Rate Period during such Weekly Rate Mode shall end on the last day of such Weekly Rate Mode; provided, further, that the first Weekly Rate Period during a Weekly Rate Mode shall be the period from and commencing on the first day of such Weekly Rate Mode and ending on the next succeeding Tuesday.

Article II.

The Bonds.

Section 201. Authorized Amount And Purpose Of Bonds.

No Bonds may be issued under the provisions of this Indenture except in accordance with this article. The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $50,000,000, except as provided in Section 208 hereof. No other Bonds may be issued under this Indenture. The Bonds shall be issued for the purpose of refunding a like principal amount of the Prior Bonds, as provided in the Agreement. The proceeds of the Bonds (excluding accrued interest, if any) shall be promptly remitted by the Trustee to the Prior Trustee for deposit in the Prior Bond Fund and used to pay the principal of the Prior Bonds upon the redemption thereof.

Section 202. Issuance Of Bonds.

The Issuer may issue the Bonds following the execution of this Indenture; and the Trustee shall, at the Issuer's written request, authenticate such Bonds and deliver them as specified in such request. The Bonds shall be

designated "City of Chicago, Illinois Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project)". The Bonds shall be issuable as fully registered Bonds without coupons in Authorized Denominations. Unless the Issuer shall otherwise direct, the Bonds shall be numbered as determined by the Trustee.

The Bonds shall be dated as of the Dated Date, shall mature, subject to prior redemption upon the terms and conditions hereinafter set forth, on the Maturity Date, and shall bear interest as herein provided from the Dated Date. Interest on each Bond shall be payable on each Interest Payment Date for each such Bond for the period commencing on the next preceding Interest Payment Date (or if no interest has been paid thereon, commencing on the Dated Date) and ending on the day next preceding such Interest Payment Date; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds shall be in default, Bonds shall bear interest from the last date to which interest has been paid in full or duly provided for on the Bonds or, if no interest has been paid or duly provided for on the Bonds, from the date thereof. Each Bond shall bear interest on overdue principal at the rate borne by the Bonds on the date on which such principal became due and payable. The Trustee shall insert the date of authentication of each Bond in the place provided for such purpose in the form of certificate of authentication of Trustee to be printed on each Bond.

The principal of and premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts (which shall be immediately available funds except for payments in respect of Term Rate Periods, which shall be made in clearinghouse funds), and such principal and premium, if any, shall be payable at the Principal Office or the New York Office of the Trustee. Payment of interest on any Interest Payment Date on any Bond shall be made to the Owner thereof as of the close of business on the Record Date immediately prior thereto and shall be (i) made by check or draft mailed on the Interest Payment Date to the Owner as of the close of business on the Record Date immediately preceding the Interest Payment Date, at his address as it appears on the registration books of the Issuer or at such other address as is furnished to the Trustee in writing by such Owner not later than the close of business on the Record Date for such Interest Payment Date, or (ii) transmitted by wire transfer to the accounts with members of the Federal Reserve System located within the continental United States of America of those Owners which own at least $1,000,000 in aggregate principal amount of the Bonds and which shall have provided wire transfer instructions to the Trustee prior to the close of business on such Record Date, but, in the case of interest payable in respect of a Flexible Segment, only upon presentation of such Bond for exchange or transfer in accordance with the provisions hereof, except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Owners in whose

names any such Bonds are registered at the close of business on the fifth (5th) Business Day next preceding the date of payment of such defaulted interest.

The Bonds shall bear interest from and including the Dated Date until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or otherwise. Interest on the Bonds shall be paid on each Interest Payment Date. During any Variable Rate Mode or Flexible Rate Mode, interest on the Bonds shall be computed upon the basis of a 365- or 366-day year, as applicable, for the number of days actually elapsed. During any Semiannual Rate Mode or Term Rate Period, interest on the Bonds shall be computed upon the basis of a 360-day year, consisting of twelve (12) thirty (30) day months.

Section 203. Initial Interest Rate; Determination Of Interest Rate Modes And Interest Rates.

For the Term Rate Period commencing on the Dated Date to but not including _____ 1, 199__, the Bonds shall bear interest at the Term Rate of ___% per annum. Thereafter, in the manner hereinafter provided, the Bonds shall bear interest at the Daily Rate, the Weekly Rate, the Quarterly Rate, the Flexible Rate, the Semiannual Rate or the Term Rate, but in no event shall the Bonds be in more than one Interest Rate Mode at any one time.

(a) (i) Determination of Daily Rate. For each Daily Rate Period, the Bonds shall bear interest at the applicable Daily Rate, which in each case shall be determined by the Remarketing Agent not later than 10:00 A.M., New York City time, on the commencement of such Daily Rate Period. The Daily Rate for each Daily Rate Period shall be the lowest rate which, in the judgment of the Remarketing Agent, would enable the Remarketing Agent to sell the Bonds on the effective date of such Daily Rate at a price equal to one hundred percent (100%) of the principal amount thereof; provided, however, that with respect to any day which is not a Business Day and any other day for which the Remarketing Agent shall not have determined a Daily Rate, the Daily Rate for such day shall be the same as the Daily Rate for the immediately preceding day. In no event shall the Daily Rate exceed the Maximum Rate. The Remarketing Agent shall provide the Trustee with immediate telephonic notice of each Daily Rate, as determined.

(ii) Adjustment to Daily Rate. At any time, the Company, by written direction to the Issuer, the Trustee and the Remarketing Agent, may elect that the Bonds shall bear interest at a Daily Rate. Such direction shall (A) specify the effective date of such adjustment to a Daily Rate Mode which shall be (1) a day not earlier than the twenty-fifth (25th) day following the fifth (5th) Business Day after the date of receipt by the Trustee of such direction, (2) in the case of an adjustment from a Semiannual Rate Mode or a

Term Rate Period, the day immediately following the last day of the then current Semiannual Rate Period or Term Rate Period, as applicable and (3) in the case of an adjustment from a Flexible Rate Mode, the day immediately following the last day of the then current Flexible Rate Mode as determined in accordance with Section 203(f)(iv) hereof; and (B) in the case of an adjustment from a Term Rate Period, be accompanied by an opinion of Bond Counsel stating that such adjustment (1) is authorized or permitted by this Indenture, and (2) will not adversely affect the exclusion of the interest on the Bonds from federal gross income. During each Daily Rate Mode commencing on a date so specified or determined (provided that the opinion of Bond Counsel described in clause (B) above, if required, is reaffirmed as of such date) and ending on the day immediately preceding the effective date of the next succeeding Interest Rate Mode, the interest rate borne by the Bonds shall be a Daily Rate determined as provided above.

(iii) Notice of Adjustment to Daily Rate. The Trustee shall give notice of an adjustment to a Daily Rate Mode to Owners not less than twenty-five (25) days prior to the effective date of such Daily Rate Mode. Such notice shall state (1) that the interest rate on the Bonds will be adjusted to a Daily Rate, (2) the effective date of such Daily Rate Mode, (3) that each Daily Rate will be determined by the Remarketing Agent, (4) the Interest Payment Dates after such effective date, (5) that all Bonds must be tendered for mandatory purchase on such effective date, (6) the procedures of such purchase and the purchase price, (7) that, subsequent to such effective date, Owners will have the right to require the purchase of Bonds on any Business Day, (8) the procedures of such purchase and the purchase price, and (9) the redemption provisions set forth in Section 301 hereof which will apply during such Daily Rate Mode.

(b) (i) Determination of Weekly Rate. For each Weekly Rate Period, the Bonds shall bear interest at the applicable Weekly Rate, which in each case shall be determined by the Remarketing Agent no later than 4:00 P.M., New York City time, on the Business Day immediately preceding the commencement of the initial Weekly Rate Period of a Weekly Rate Mode and thereafter no later than 10:00 A.M., New York City time, on the first day of each succeeding Weekly Rate Period to which it relates. The Weekly Rate for each Weekly Rate Period shall be the lowest rate which, in the judgment of the Remarketing Agent, would enable the Remarketing Agent to sell the Bonds on the effective date of such Weekly Rate at a price equal to one hundred percent (100%) of the principal amount thereof; provided, however, that if the Remarketing Agent shall not have determined a Weekly Rate for any Weekly Rate Period, the Weekly Rate for such Weekly Rate Period shall be the same as the Weekly Rate for the immediately preceding Weekly Rate Period. In no event shall the Weekly Rate exceed the Maximum Rate. The Remarketing Agent shall provide the Trustee with immediate telephonic notice of each Weekly Rate, as determined.

(ii) Adjustment to Weekly Rate. At any time, the Company, by written direction to the Issuer, the Trustee and the Remarketing Agent, may

elect that the Bonds shall bear interest at a Weekly Rate. Such direction shall (A) specify the effective date of such adjustment to a Weekly Rate Mode which shall be (1) a day not earlier than the twenty-fifth (25th) day following the fifth (5th) Business Day after the date of receipt by the Trustee of such direction, (2) in the case of an adjustment from a Semiannual Rate Mode or a Term Rate Period, the day immediately following the last day of the then current Semiannual Rate Period or Term Rate Period, as applicable, and (3) in the case of an adjustment from a Flexible Rate Mode, the day immediately following the last day of the then current Flexible Rate Mode as determined in accordance with Section 203(f)(iv) hereof; and (B) in the case of an adjustment from a Term Rate Period, be accompanied by an opinion of Bond Counsel stating that such adjustment (1) is authorized or permitted by this Indenture and (2) will not adversely affect the exclusion of the interest on the Bonds from federal gross income. During each Weekly Rate Mode commencing on a date so specified or determined (provided that the opinion of Bond Counsel described in clause (B) above, if required, is reaffirmed as of such date) and ending on the day immediately preceding the effective date of the next succeeding Interest Rate Mode, the interest rate borne by the Bonds shall be a Weekly Rate determined as provided above.

(iii) Notice of Adjustment to Weekly Rate. The Trustee shall give notice of an adjustment to a Weekly Rate Mode to Owners not less than twenty-five (25) days prior to the effective date of such Weekly Rate Mode. Such notice shall state (1) that the interest rate on the Bonds will be adjusted to a Weekly Rate (subject to receipt of the reaffirming opinion of Bond Counsel referred to in the immediately preceding paragraph (ii), if required, and to the Company's ability to rescind its election as described in Section 203(h) hereof), (2) the effective date of such Weekly Rate Mode, (3) that each Weekly Rate will be determined by Remarketing Agent, (4) the Interest Payment Dates after such effective date, (5) that all Bonds must be tendered for mandatory purchase on such effective date, (6) the procedures of such purchase and the purchase price, (7) that, subsequent to such effective date, Owners will have the right to require the purchase of Bonds on any Business Day upon not less than seven (7) days notice, (8) the procedures of such purchase and the purchase price and (9) the redemption provisions set forth in Section 301 hereof which will apply during such Weekly Rate Mode.

(c) (i) Determination of Quarterly Rate. For each Quarterly Rate Period, the Bonds shall bear interest at the applicable Quarterly Rate, which in each case shall be determined by the Remarketing Agent no later than 12:00 Noon, New York City time, on the Business Day immediately preceding the commencement of the Quarterly Rate Period to which it relates. The Quarterly Rate for each Quarterly Rate Period shall be the lowest rate which, in the judgment of the Remarking Agent, would enable the Remarketing Agent to sell the Bonds on the effective date of such Quarterly Rate at a price equal to one hundred percent (100%) of the principal amount thereof; provided, however, that if, for any reason, a Quarterly Rate for any Quarterly Rate Period shall not be determined or effective, the Interest Rate Mode for the Bonds shall automatically convert to a Daily Rate Mode. If a

Daily Rate for the first day of such Daily Rate Mode is not determined as provided in Section 203(a)(i) hereof, the Daily Rate for the first (1st) day of such Daily Rate Mode shall be one hundred percent (100%) of the P.S.A. Municipal Index. In no event shall any Quarterly Rate be greater than the Maximum Rate.

(ii) Adjustment to Quarterly Rate. At any time, the Company, by written direction to the Issuer, the Trustee and the Remarketing Agent, may elect that the Bonds shall bear interest at a Quarterly Rate. Such direction shall (A) specify the effective date of such adjustment to a Quarterly Rate Mode which shall be (1) a day not earlier than the twenty-fifth (25th) day following the fifth (5th) Business Day after the date of receipt by the Trustee of such direction, (2) in the case of an adjustment from a Semiannual Rate Mode or a Term Rate Period, the day immediately following the last day of the then current Semiannual Rate Mode or Term Rate Period, as applicable, and (3) in the case of an adjustment from a Flexible Rate Period, the day immediately following the last day of the then current Flexible Rate Mode as determined in accordance with Section 203(f)(iv) hereof; and (B) in the case of an adjustment from a Term Rate Period, be accompanied by an opinion of Bond Counsel stating that such adjustment (1) is authorized or permitted by this Indenture and (2) will not adversely affect the exclusion of the interest on the Bonds from federal gross income. During each Quarterly Rate Mode commencing on a date so specified or determined (provided that the opinion of Bond Counsel described in clause (B) above, if required, is reaffirmed as of such date) and ending on the day immediately preceding the effective date of the next succeeding Interest Rate Mode, the interest rate borne by the Bonds shall be a Quarterly Rate determined as provided above.

(iii) Notice of Adjustment to Quarterly Rate. The Trustee shall give notice of an adjustment to Quarterly Rate Mode to Owners not less than twenty-five (25) days prior to the effective date of such Quarterly Rate Mode. Such notice shall state (1) that the interest rate on the Bonds will be adjusted to a Quarterly Rate (subject to receipt of the reaffirming opinion of Bond Counsel referred to in the immediately preceding paragraph (ii), if required, and to the Company's ability to rescind its election as described in Section 203(h) hereof), (2) the effective date of such Quarterly Rate Mode, (3) that the Quarterly Rate for each Quarterly Rate Period during such Quarterly Rate Mode will be determined by the Remarketing Agent, (4) the Interest Payment Dates after such effective date, (5) that all Bonds must be tendered for mandatory purchase on such effective date, (6) the procedures of such purchase and the purchase price, (7) that, subsequent to such effective date, Owners will not have the right to require the purchase of Bonds, except on the first Business Day following the last day of each Quarterly Rate Period during such Quarterly Rate Mode, upon not less than seven (7) days notice, (8) the procedures of such purchase and the purchase price, and (9) the redemption provisions set forth in Section 301 hereof which will apply during such Quarterly Rate Mode.

(d) (i) Determination of Semiannual Rate. For each Semiannual Rate Period, the Bonds shall bear interest at the applicable Semiannual Rate determined by the Remarketing Agent on a Business Day selected by it, but not more than fifteen (15) days prior to the first day of such Semiannual Rate Period. The Semiannual Rate for each Semiannual Rate Period shall be the rate determined by the Remarketing Agent on such date, and filed on such date with the Trustee and the Company, by written notice or by telephone promptly confirmed by telecopy or other writing, as being the lowest rate which would enable the Remarketing Agent to sell the Bonds on the effective date of such Semiannual Rate at a price equal to one hundred percent (100%) of the principal amount thereof; provided, however, that if, for any reason, a Semiannual Rate for any Semiannual Rate Period shall not be determined or effective, the Interest Rate Mode for the Bonds shall automatically convert to a Daily Rate Mode. If a Daily Rate for the first (1st) day of such Daily Rate Mode is not determined as provided in Section 203(a)(i) hereof, the Daily Rate for the first day of such Daily Rate Mode shall be one hundred percent (100%) of the P.S.A. Municipal Index. In no event shall any Semiannual Rate be greater than the Maximum Rate.

(ii) Adjustment to Semiannual Rate. At any time, the Company by written direction to the Issuer, the Trustee and the Remarketing Agent, may elect that the Bonds shall bear interest at a Semiannual Rate. Such direction shall (A) specify the effective date of such adjustment to a Semiannual Rate Mode which shall be (1) a day not earlier than the twenty-fifth (25th) day following the fifth (5th) Business Day after the date of receipt by the Trustee of such direction, (2) in the case of an adjustment from a Flexible Rate Mode, the day immediately following the last day of the then current Flexible Rate Mode as determined in accordance with Section 203(f)(iv) hereof, and (3) in the case of an adjustment from a Term Rate Period, the day immediately following the last day of the then current Term Rate Period, and (B) in the case of an adjustment from a Term Rate Period, be accompanied by an opinion of Bond Counsel stating that such adjustment (1) is authorized or permitted by this Indenture and (2) will not adversely affect the exclusion of the interest on the Bonds from federal gross income.

(iii) Notice of Adjustment to Semiannual Rate. The Trustee shall give notice of an adjustment to a Semiannual Rate Mode to Owners not less than twenty-five (25) days prior to the effective date of such Semiannual Rate Mode. Such notice shall state (1) that the interest rate on the Bonds will be adjusted to a Semiannual Rate (subject to receipt of the reaffirming opinion of Bond Counsel referred to in the immediately preceding paragraph (ii), if required, and to the Company's ability to rescind its election as described in Section 203(h) hereof), (2) the effective date of such Semiannual Rate Mode, (3) that the Semiannual Rate for each Semiannual Rate Period during such Semiannual Rate Mode will be determined on or prior to the effective date thereof, (4) how such Semiannual Rate may be obtained from the Remarketing Agent, (5) the Interest Payment Dates after such effective date, (6) that all Bonds must be tendered for mandatory purchase on such effective date, (7) the procedures of such purchase and the purchase price, (8)

that, during such Semiannual Rate Mode, Owners will not have the right to require the purchase of Bonds, except on the day following the last day of each Semiannual Rate Period during such Semiannual Rate Mode upon not less than seven (7) days notice, and (9) the redemption provisions set forth in Section 301 hereof which will apply during such Semiannual Rate Mode.

(e) (i) Determination of Term Rate. For each Term Rate Period, the Bonds shall bear interest at the Term Rate determined by the Remarketing Agent on a Business Day selected by it, but not more than fifteen (15) days prior to the first day of such Term Rate Period. The Term Rate Period shall be the rate determined by the Remarketing Agent on such date, and filed on such date with the Trustee and the Company, by written notice or by telephone promptly confirmed by telecopy or other writing, as being the lowest rate which would enable the Remarketing Agent to sell the Bonds on the effective date of such Term Rate at a price equal to one hundred percent (100%) of the principal amount thereof; provided, however, that if, for any reason, a Term Rate for any Term Rate Period shall not be determined or effective, the Interest Rate Mode for the Bonds shall automatically convert to a Daily Rate Mode. If a Daily Rate for the first day of such Daily Rate Mode is not determined as provided in Section 203(a)(i) hereof, the Daily Rate for the first (1st) day of such Daily Rate Mode shall be one hundred percent (100%) of the P.S.A. Municipal Index. In no event shall any Term Rate be greater than the Maximum Rate.

(ii) Adjustment to or Continuation of Term Rate. At any time, the Company, by written direction to the Issuer, the Trustee and the Remarketing Agent, may elect that the Bonds shall bear, or continue to bear, interest at a Term Rate, and if it shall so elect, shall determine the duration of the Term Rate Period during which the Bonds shall bear interest at such Term Rate. As a part of such election, the Company also may determine that the initial Term Rate Period shall be followed by successive Term Rate Periods and, if the Company so elects, shall specify the duration of each such successive Term Rate Period as provided in this paragraph (ii). Such direction shall (A) specify the effective date of each Term Rate Period (which shall be (1) a day not earlier than the twenty-fifth (25th) day following the fifth (5th) Business Day after the date of receipt by the Trustee of such direction, (2) in the case of an adjustment from a Flexible Rate Mode, the day immediately following the last day of the then current Flexible Rate Mode as determined in accordance with Section 203(f)(iv) hereof, and (3) in the case of an adjustment from a Semiannual Rate Mode or a Term Rate Period, the day immediately following the last day of the then current Semiannual Rate Mode or Term Rate Period, as appropriate); (B) specify the last day of such Term Rate Period or, if successive Term Rate Periods shall have been designated, the last day of each such Term Rate Period (which shall be for each Term Rate Period either the day immediately preceding the Maturity Date or the day immediately preceding the first (1st) day of the twelfth (12th) (or any integral multiple of 12) succeeding calendar month after the effective date thereof); and (C) unless the adjustment is from a Term Rate Period of equal duration, be accompanied by an opinion of Bond

Counsel stating that such adjustment (1) is authorized or permitted by this Indenture and (2) will not adversely affect the exclusion of the interest on the Bonds from federal gross income. If the Company shall designate successive Term Rate Periods but shall not, with respect to the second or any subsequent Term Rate Period, specify any of the information described in clause (A) above, the Company, by written direction to the Issuer, the Trustee and Remarketing Agent, given not later than the fifth (5th) Business Day preceding the twenty-fifth (25th) day prior to the first (1st) day of such successive Term Rate Period, may specify any of such information not previously specified with respect to such Term Rate Period which information shall be accompanied by an opinion of Bond Counsel as described above, if required. During the Term Rate Period commencing and ending on the dates so determined and during each successive Term Rate Period, if any, the interest rate borne by the Bonds shall be a Term Rate (provided that the opinion of Bond Counsel described in clause (C) above, if required, is reaffirmed as of such date of commencement). If, by the fifth (5th) Business Day preceding the twenty-fourth (24th) day prior to the last day of any Term Rate Period, the Trustee shall not have received notice of the Company's election that, during the next succeeding Interest Rate Mode, the Bonds shall bear interest at a Daily Rate, a Weekly Rate, a Quarterly Rate, a Flexible Rate, a Semiannual Rate or a Term Rate, the next succeeding Interest Rate Mode shall be a Term Rate Period of the same duration as the immediately preceding Term Rate Period; provided, however, that if the last day of any successive Term Rate Period would end after the day prior to the Maturity Date, the succeeding Interest Rate Mode shall be a Term Rate Period ending on the day prior to the Maturity Date.

(iii) Notice of Adjustment to or Continuation of Term Rate. The Trustee shall give notice of an adjustment to a (or the continuation of another) Term Rate Period to Owners not less than twenty-five (25) days prior to the effective date of such Term Rate Period. Such notice shall state (1) that the interest rate on the Bonds will be adjusted to, or continue to be, a Term Rate (subject to receipt of the reaffirming opinion of Bond Counsel referred to in the immediately preceding paragraph (ii), if required, and to the Company's ability to rescind its election as described in Section 203(g) hereof), (2) the effective date and the last day of such Term Rate Period, (3) that the Term Rate for such Term Rate Period will be determined on or prior to the effective date thereof, (4) how such Term Rate may be obtained from the Remarketing Agent, (5) the Interest Payment Dates after such effective date, (6) if such effective date is the first (1st) day of a Term Rate Period immediately preceded by a Term Rate Period of the same duration, that Owners will have the right to have their Bonds purchased on such effective date, (7) unless such effective date is the first (1st) day of a Term Rate Period immediately preceded by a Term Rate Period of the same duration, that all Bonds must be tendered for mandatory purchase on such effective date, (8) the procedures of such purchase and the purchase price, (9) that, during such Term Rate Period, Owners will not have the right to require the purchase of Bonds, except on the day following the last day of such Term Rate Period,

and (10) the redemption provisions set forth in Section 301 hereof which will apply during such Term Rate Period.

(f) (i) Determination of Flexible Segments and Flexible Rates. During each Flexible Rate Mode, each Bond shall bear interest during each Flexible Segment for such Bond at the Flexible Rate for such Bond as described herein. Different Flexible Segments may apply to different Bonds at any time and from time to time. The Flexible Segment for each Bond shall be a period of at least one day and not more than two hundred seventy (270) days ending on a day that immediately precedes a Business Day, determined by the Remarketing Agent to be the period which, together with all such other Flexible Segments for all Bonds then Outstanding, will result in the lowest overall interest expense on the Bonds over the next succeeding two hundred seventy (270) days. The Flexible Rate for each Flexible Segment for each Bond shall be determined by the Remarketing Agent no later than the first (1st) day of such Flexible Segment (and in time to enable the Remarketing Agent to give to the Trustee the notice required by Section 404(c) hereof) to be the lowest interest rate which would enable the Remarketing Agent to sell the Bonds on the effective date of such rate at a price equal to one hundred percent (100%) of the principal amount thereof. If a Flexible Segment or a Flexible Rate for a Flexible Segment is not determined or effective, the Flexible Segment for such Bond shall be a Flexible Segment of one (1) day, and the interest rate for such Flexible Segment of one day shall be one hundred percent (100%) of the P.S.A. Municipal Index. In no event shall the Flexible Rate for any Flexible Segment exceed the Maximum Rate. The Remarketing Agent shall provide the Trustee with facsimile or telephonic notice of each Flexible Segment and Flexible Rate, as provided in Section 404(c) hereof.

(ii) Adjustment to Flexible Rates. At any time, the Company, by written direction to the Issuer, the Trustee and the Remarketing Agent, may elect that the Bonds shall bear interest at Flexible Rates. Such direction shall (A) specify the Effective Date of the Flexible Rate Mode during which the Bonds shall bear interest at Flexible Rates which shall be (1) a Business Day not earlier than the twenty-fifth (25th) day following the fifth (5th) Business Day after the date of receipt by the Trustee of such direction, and (2) in the case of an adjustment from a Semiannual Rate Mode or a Term Rate Period, the day immediately following the last day of the then current Semiannual Rate Mode or Term Rate Period, as applicable; and (B) in the case of an adjustment from a Term Rate Period, be accompanied by an opinion of Bond Counsel stating that such adjustment (1) is authorized or permitted by the Indenture and (2) will not adversely affect the exclusion of the interest on the Bonds from federal gross income. During each Flexible Rate Mode commencing on the date so specified (provided that the opinion of Bond Counsel described in clause (B) above, if required, is reaffirmed as of such date) and ending on the day immediately preceding the effective date of the next succeeding Interest Rate Mode, each Bond shall bear interest at a Flexible Rate during each Flexible Segment for such Bond.

(iii) Notice of Adjustment to Flexible Rates. The Trustee shall give notice of an adjustment to a Flexible Rate Mode to Owners not less than twenty-five (25) days prior to the effective date of such Flexible Rate Mode. Such notice shall state (1) that during such Flexible Rate Mode, each Bond will have consecutive Flexible Segments during each of which such Bond will bear a Flexible Rate (subject to the Company's ability to rescind its election as described in Section 203(h) hereof), (2) the effective date of such Flexible Rate Mode, (3) that all Bonds must be tendered for mandatory purchase on such effective date, (4) the procedures of such purchase and the purchase price, (5) that, for each Bond, a Flexible Segment and a Flexible Rate thereof will be determined not later than the first (1st) day of each such Flexible Segment, (6) how such Flexible Segments and Flexible Rates may be obtained from the Remarketing Agent, (7) that interest on each Bond will be paid on the day next succeeding each Flexible Segment but only upon presentation of such Bond, (8) that, subsequent to such effective date, each Bond shall be purchased on the day following the last day of each Flexible Segment with respect thereto and the purchase price, and (9) the redemption provisions set forth in Section 301 hereof that will apply to the Bonds during such Flexible Rate Mode.

(iv) Adjustment from Flexible Rate Period. As a condition precedent to the election during a Flexible Rate Mode to adjust to a different Interest Rate Mode for the Bonds pursuant to Section 203(a)(ii), (b)(ii), or (c)(ii) or (d)(ii) hereof, the Remarketing Agent shall determine Flexible Segments of such duration that, as soon as possible, all Flexible Segments shall end on the same date, not less than the twenty-fourth (24th) day following the fifth (5th) Business Day after the receipt by the Trustee of the direction of the Company effecting such election. The date on which all Flexible Segments so determined shall end shall be the last day of the then current Flexible Rate Mode and the day next succeeding such date shall be the effective date of the Daily Rate Mode, the Weekly Rate Mode, the Quarterly Rate Mode, the Semiannual Rate Mode or the Term Rate Period elected by the Company. The Remarketing Agent, promptly upon the determination thereof, shall give written notice of such last day and such effective dates to the Issuer, the Company and the Trustee.

(g) The determination of each Daily Rate, Weekly Rate, Quarterly Rate, Semiannual Rate and Term Rate and each Flexible Segment and Flexible Rate by the Remarketing Agent shall be conclusive and binding upon the Remarketing Agent, the Trustee, the Issuer, the Company and the Owners.

(h) Notwithstanding anything herein to the contrary, the Company may rescind any election by it to adjust to or continue an Interest Rate Mode pursuant to Section 203(a)(ii), (b)(ii), (c)(ii) (d)(iii) (e)(iii) or (f)(ii) hereof prior to the effective date of such adjustment or continuation by giving written notice thereof to the Issuer, the Trustee and the Remarketing Agent prior to such effective date. If the Trustee receives notice of such rescission prior to the time the Trustee has given notice to the Owners of the Bonds pursuant to Section 203(a)(iii), (b)(iii), (c)(iii) or (d)(iii) (e)(iii) or (f)(iii) hereof, then such

notice of adjustment or continuation shall be of no force and effect. If the Trustee receives notice of such rescission after the Trustee has given notice to the Owners of the Bonds pursuant to Section 203(a)(iii), (b)(iii), (c)(iii) (d)(iii) (e)(iii) or (f)(iii) hereof, then the Interest Rate Mode for the Bonds shall automatically adjust to a Daily Rate Mode. In the event that an attempted adjustment from one Interest Rate Mode to another Interest Rate Mode as herein provided does not become effective, the Interest Rate Mode for the Bonds shall automatically adjust to a Daily Rate Mode. If a Daily Rate for the first (1st) day of any such Daily Rate Mode is not determined as provided in Section 203(a)(i) hereof, the Daily Rate for the first (1st) day of such Daily Rate Mode shall be one hundred percent (100%) of the P.S.A. Municipal Index. The Trustee shall immediately give written notice of each such automatic adjustment to a Daily Rate Mode to the Owners in the form provided in Section 203(a)(iii) hereof. No opinion of Bond Counsel shall be required in connection with any automatic adjustment to a Daily Rate Mode as in this Section 203(h) provided.

Section 204. Ownership, Transfer, Exchange And Registration Of Bonds.

The Issuer shall cause books for the registration and for the transfer of the Bonds as provided herein to be kept by the Trustee, which is hereby constituted and appointed the Registrar and transfer agent for the Bonds. The Issuer shall prepare and deliver to the Trustee, and the Trustee shall keep custody of, a supply of unauthenticated Bonds duly executed by the Issuer, as provided in Section 205 hereof, for use in the transfer and exchange of Bonds. The Trustee is hereby authorized and directed to complete such forms of Bonds as to principal amounts and registered owners, in accordance with the provisions hereof, in effecting transfers and exchanges of Bonds as provided herein.

Upon surrender for transfer of any Bond at the Principal Office or the New York Office of the Trustee, duly endorsed for transfer or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee duly executed by the Owner or his attorney duly authorized in writing, the Trustee shall date and execute the certificate of authentication on and deliver in the name of the transferee or transferees a new Bond or Bonds duly executed by the Issuer of Authorized Denominations and for a like aggregate principal amount.

Any Bond or Bonds may be exchanged at the Principal Office or the New York Office of the Trustee for a new Bond or Bonds of like aggregate principal amount of other Authorized Denominations. Upon surrender of any Bond or Bonds for exchange, the Trustee shall date and execute the certificate of authentication on and deliver a new Bond or Bonds duly executed by the Issuer which the Bondholder making the exchange is entitled to receive.

Except in connection with the remarketing of Bonds, the Trustee shall not be required to transfer or exchange any Bond after the mailing of notice calling such Bond or portion thereof for redemption, nor during the period of ten days next preceding the mailing of such notice of redemption.

Except as provided in Section 403 hereof, the person in whose name any Bond shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of the principal of, premium, if any, or interest on any Bond shall be made only to or upon the written order of the Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In connection with the transfer or exchange of any Bond as herein provided, the Bondholder requesting such transfer or exchange (other than an exchange upon a partial redemption of a Bond) shall pay any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange, but otherwise no charge shall be made to the Bondholder for such transfer or exchange.

Section 205. Execution; Limited Obligation.

The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or facsimile signature of its City Clerk, and shall have impressed or imprinted thereon the corporate seal of the Issuer or a facsimile thereof. Any such facsimile signatures shall have the same force and effect as if said Mayor or City Clerk, as the case may be, had manually signed each of said Bonds.

In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with premium, if any, and interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except as provided in this Indenture and the Agreement to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the respective owners thereof only against the Bond Fund and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture and the Agreement. No owner of any of the Bonds shall have the right to compel any exercise of taxing power of the Issuer thereof to pay the Bonds, or the

interest or premium, if any, thereon, and the Bonds shall not constitute an indebtedness of the Issuer thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision.

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 this Indenture contained, against any past, present or future member, councilman, officer, employee or agent of the Issuer, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, councilman, officer, employee or agent as such, is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

Section 206. Authentication.

No Bond shall be valid for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of authentication shall be conclusive proof that such Bond has been duly authenticated and delivered under this Indenture and that the holder thereof is entitled to the security and benefits of the trust hereby created. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Upon authentication of any Bond, the Trustee shall set forth on such Bond (1) the date of such authentication and (2) in the case of a Bond bearing interest at a Flexible Rate, such Flexible Rate, the day next succeeding the last day of the applicable Flexible Segment, the number of days comprising such Flexible Segment and the amount of interest to accrue during such Flexible Segment.

Section 207. Form Of Bonds.

The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Section 208. Mutilated, Destroyed, Lost Or Stolen Bonds.

In the event any Bond or temporary Bond is mutilated, lost, stolen or destroyed, the Trustee may authenticate a new Bond duly executed by the

Issuer of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the Issuer and the Trustee satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee on behalf of the Issuer may pay the same without surrender thereof. The Issuer and the Trustee may charge the Owner of such Bond with their reasonable fees and expenses in this connection. The Issuer shall cooperate with the Trustee in connection with the issue of replacement Bonds, but nothing in this section shall be construed in derogation of any rights which the Issuer, the Company or the Trustee may have to receive indemnification against liability, or payment or reimbursement of expenses, in connection with the issue of a replacement Bond.

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

Section 209. Temporary Bonds.

Pending preparation of definitive Bonds, or by agreement with the purchasers of all Bonds, the Issuer 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 Issuer, 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 210. Cancellation And Disposition Of Surrendered Bonds.

Whenever any Outstanding Bonds shall be delivered to the Trustee for transfer, exchange or cancellation pursuant to this Indenture, upon payment of the principal amount represented thereby, or for replacement pursuant to Section 208 hereof, such Bond shall be promptly canceled and disposed of by the Trustee, and counterparts of a certificate of disposition evidencing such disposition shall be furnished by the Trustee to the Issuer and the Company.

Section 211. Refunding Bonds.

The Issuer may issue, and expressly reserves the right to issue, to the extent permitted by law, refunding bonds under another indenture to refund all or any principal amount of the Bonds; provided, however, that the net proceeds of any such bonds used to refund all or any principal amount of the Bonds shall be paid directly to the Trustee for the Bondholders and shall not come into the possession or control of the Company.

Section 212. Use Of Certain Moneys In The Bond Fund Upon Refunding.

In the event that refunding bonds shall be issued by the Issuer to pay the principal of or premium, if any, on all or any portion of the Bonds, the net proceeds of the refunding bonds remaining after payment of expenses incident to the refunding shall be deposited by the Issuer into the Bond Fund as provided in Section 603 hereof. All moneys remaining in the Bond Fund on the date of the refunding to be used to pay interest on the Bonds to be refunded shall be held, as collateral for the payment of the Bonds to be refunded, by the Trustee, in trust for and on behalf of the Owners of the Bonds to be refunded, together with the portion of the proceeds of the sale of the refunding bonds so deposited and any investments or reinvestments of such proceeds, in one or more separate subaccounts in the Bond Fund irrevocably in trust for the respective holders of Bonds to be refunded, and upon defeasance of the Bonds to be refunded as provided in Article VIII hereof shall be held, invested and used as provided in Article VIII hereof. Investment income or profit on any such investments or reinvestments shall remain in the Bond Fund.

Section 213. Delivery Of The Bonds.

Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and deliver them to the purchasers as directed by the Issuer as hereinafter in this Section 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 Issuer, of the ordinance adopted and approved by its governing body authorizing the execution and delivery of this Indenture and the Agreement, and the issuance, sale and delivery of the Bonds.

(2) Original executed counterparts of this Indenture and the Agreement.

(3) The executed and authenticated First Mortgage Bonds required to be assigned by the Issuer and delivered to the Trustee pursuant to the Agreement.

(4) A written request and authorization to the Trustee on behalf of the Issuer and signed by two authorized officers of the Issuer to authenticate and deliver the Bonds to the purchasers therein identified upon payment to the Trustee, but for account of the Issuer, of a sum equal to the purchase price thereof plus accrued interest, if any, thereon to the date of delivery. Such proceeds shall be paid over to the Trustee and deposited as hereinafter provided under Article VI hereof.

(5) An opinion of Bond Counsel to the effect that the Bonds have been duly and validly issued, and setting forth the particulars thereof.

Section 214. Book -Entry System.

The Bonds shall be initially issued in the name of Cede & Co., as nominee for D.T.C. as the initial Securities Depository and as registered owner of the Bonds, and held in the custody of the Securities Depository. A single certificate will be issued and delivered to D.T.C. for each maturity of the Bonds. The Beneficial Owners will not receive physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of each Bond acquired. For so long as there shall be a Securities Depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond certificate.

For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner's allocable share of any tax, fee or other governmental charge that may be imposed in relation thereto.

The Trustee and the Issuer, at the direction and expense of the Company, may from time to time appoint a successor Security Depository and enter into an agreement with the Securities Depository, to establish procedures with respect to the Bonds not inconsistent with the provisions of this Indenture. Any successor Securities Depository shall be a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended.

Neither the Issuer, the Company, the Trustee nor the Remarketing Agent will have any responsibility or obligation to any Securities Depository, any Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant; (ii) the payment by the Securities Depository or by any Participant of any amount

due to any Beneficial Owner in respect of the principal amount or redemption or purchase price of, or interest on, any Bonds; (iii) the delivery of any notice by the Securities Depository or any Participant; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any other action taken by the Securities Depository or any Participant.

Bond certificates are required to be delivered to and registered in the name of the Beneficial Owner under the following circumstances:

(a) The Bonds bear interest at a Flexible Rate.

(b) The Securities Depository determines to discontinue providing its service with respect to the Bonds and no successor has been appointed by the Company. Such a determination may be made by a Securities Depository at any time by giving notice to the Company, the Issuer and the Trustee and discharging its responsibilities with respect thereto under applicable law.

(c) The Company determines that continuation of the system of book-entry transfers through the Securities Depository is not in the best interests of the Beneficial Owners.

Whenever, during the term of the Bonds, the beneficial ownership thereof is determined by a book-entry at the Securities Depository, the requirements in this Indenture of holding, delivering, tendering or transferring Bonds shall be deemed modified to require the appropriate person to meet the requirements of the Securities Depository as to registering or transferring the book-entry to produce the same effect.

If at any time D.T.C. or any other Securities Depository ceases to hold the Bonds, all references herein to D.T.C. or such other Securities Depository, as the case may be, shall be of no further force or effect.

So long as any such agreement with a Securities Depository is in effect, the Issuer, the Company, the Trustee and the Remarketing Agent will recognize the Securities Depository or its nominee as the Bondholder for all purposes, including notices and voting; provided, however, the term Owner, as it appears in Section 301(B)(2) hereof (but not for any other provision of this Indenture, except only as specifically provided herein), shall be deemed to include the Beneficial Owner.

Article III.

Redemption Of Bonds Before Maturity.

Section 301. 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) Optional Redemption.

(1) On any Business Day during a Daily Rate Mode, a Weekly Rate Mode or a Quarterly Rate Mode, and on the day next succeeding the last day of each such Interest Rate Mode, the Bonds shall be subject to optional redemption by the Issuer, at the written direction of the Company, in whole or in part, at one hundred percent (100%) of the principal amount thereof, plus accrued interest, if any, to the redemption date.

(2) On the day next succeeding the last day of any Flexible Segment with respect to any Bond, such Bond shall be subject to optional redemption by the Issuer, at the written direction of the Company, in whole or in part, at one hundred percent (100%) of the principal amount thereof.

(3) On the day next succeeding the last day of any Semiannual Rate Period, the Bonds shall be subject to optional redemption by the Issuer, at the written direction of the Company, in whole or in part, at one hundred percent (100%) of the principal amount thereof.

(4) During the Term Rate Period, and on the day next succeeding the last day of each Term Rate Period, the Bonds shall be subject to optional redemption by the Issuer, at the written direction of the Company, during the periods specified below, in whole at any time or in part from time to time on any Interest Payment Date, at the redemption prices (expressed as percentages of principal amount) hereinafter indicated plus accrued interest, if any, to the redemption date:

Length Of Term Rate Period (Expressed In Years)	Redemption Prices
greater than 17	after 10 years at 102%, declining by 1% annually to 100%

Length Of Term Rate Period (Expressed In Years)	Redemption Prices
less than or equal to 17 and greater than 10	after 5 years at 102%, declining by 1% annually to 100%
less than or equal to 10 and greater than 8	after 5 years at 101½%, declining annually by 1% to 100½% and then by ½ of 1% to 100%
less than or equal to 8 and greater than 6	after 3 years at 101½%, declining annually by 1% to 100½% and then by ½ of 1% to 100%
less than or equal to 6 and greater than 4	after 2 years at 101%, declining by ½ of 1% annually to 100%
less than or equal to 4 and greater than 3	after 2 years at 100½%, declining by ½ of 1% annually to 100%
less than or equal to 3	only on the day next succeeding the last day of period at 100%

With respect to any Term Rate Period, the Company may specify in the notice required by Section 203(e)(ii) hereof redemption prices and periods other than those set forth above; provided, however, that such notice shall be accompanied by an opinion of Bond Counsel stating that such changes in redemption prices and periods (i) are authorized or permitted by the Act and this Indenture and (ii) will not adversely affect the exclusion of the interest on the Bonds from federal gross income.

(5) The Bonds are subject to optional redemption by the Issuer, at the written direction of the Company, in whole but not in part, at any time, at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the redemption date, if any of the following shall have occurred:

(a) if in the Company's reasonable judgment unreasonable burdens or excessive liabilities shall have been imposed upon the Issuer or the Company with respect to the Project or the operation thereof, including, without limitation, federal, state or other ad valorem property, income or other taxes, other than ad valorem taxes presently levied upon

privately owned property used for the same general purposes as the Project; or

(b) if changes in the economic availability of raw materials, operating supplies, fuel or other energy sources or supplies, or facilities necessary for the operation of the Project or such technological or other changes shall have occurred which in the Company's reasonable judgment render the Project uneconomical for such purpose; or

(c) any court or administrative body shall enter an order or decree preventing operations at the Project for six consecutive months; or

(d) any court or administrative agency shall issue an order, decree or regulation the compliance with which would, in the opinion of the Company, render the continuation of the Project's operations economically unfeasible.

Any such redemption shall be on any date within ninety (90) days from the time the Company files a written notice with the Issuer and the Trustee and directs that the Bonds are to be redeemed, which direction must be given, if at all, within one hundred eighty (180) days following the occurrence of one of the events listed above permitting the exercise of the option.

(6) The Bonds are subject to optional redemption by the Issuer, in whole but not in part at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the redemption date, in the event the Company elects to redeem the First Mortgage Bonds upon the acquisition by any federal, state or municipal authority of any substantial portion (i.e., at least one-third ($\frac{1}{3}$) on the basis of book values) of the income-producing properties of the Company which are subject to the lien of the First Mortgage Indenture. Any such redemption shall be on the same date selected by the Company as the date the related First Mortgage Bonds are to be redeemed.

(B) Mandatory Redemption.

(1) The Bonds are subject to mandatory redemption by the Issuer, in whole but not in part, at any time, at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the redemption date, in the event the Company redeems the First Mortgage Bonds upon the acquisition by any federal, state or municipal authority of all or substantially all of the income-producing properties of the Company which are subject to the lien of the First Mortgage Indenture. Any such redemption shall be on the same date selected by the Company as the date the related First Mortgage Bonds are to be redeemed.

(2) The Bonds are also subject to mandatory redemption at any time, in whole (or in part, as hereinafter provided), at one hundred percent (100%) of the principal amount thereof, plus accrued interest, if any, to the redemption date, in the event that it is finally determined by the Internal Revenue Service or by a court of competent jurisdiction that, as a result of the failure by the Company to observe any covenant, agreement or representation in the Agreement, the interest payable on the Bonds is includable for federal income tax purposes in the gross income of any Owner thereof, other than an Owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code, and the applicable regulations thereunder. For purposes of this subsection (2) the "owner" of a Bond includes the Beneficial Owner. Any such determination will not be considered final for this purpose unless the Company has been given written notice and, if it so desires, has been afforded the opportunity to contest the same, either directly or in the name of any owner of a Bond, and until a conclusion of any appellate review, if sought. The Bonds shall be redeemed in whole after such determination unless redemption of a portion of the Bonds Outstanding would have the result that interest payable on the Bonds remaining outstanding after such redemption would not be includable for federal income tax purposes in the gross income of any owner of the Bonds (other than an Owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code), and in such event the Bonds shall be redeemed (in any Authorized Denomination) by lot in such manner as the Trustee shall determine, in such amount as to accomplish that result. Any such redemption shall be on any date within one hundred eighty (180) days from the time of such final determination.

Section 302. Notice Of Redemption.

Notice of the call for any redemption of Bonds or any portion thereof (which shall be in Authorized Denominations) pursuant to Section 301 hereof identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the redemption price, the place and manner of payment and that from the redemption date interest will cease to accrue, shall be given by the Trustee by mailing a copy of the redemption notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Such notice shall be given at least thirty (30) days prior to the date fixed for redemption to the Owners of Bonds to be redeemed; provided, however, that failure to duly give such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds with respect to which no such failure or defect occurred. Upon presentation and surrender of Bonds so called for redemption in whole or in part at the place or places of payment, such Bonds or portions thereof shall be redeemed.

With respect to any notice of optional redemption of Bonds, unless upon the giving of such notice such Bonds shall be deemed to have been paid within the meaning of Article VIII hereof, such notice may state (if so directed by the Company in writing) that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, and premium, if any, and interest on, such Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Any notice mailed as provided in this section shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice.

If a Bond is presented to the Trustee for transfer after notice of redemption of such Bond has been mailed as herein provided, the Trustee shall deliver a copy of such notice of redemption to the new Owner of such Bond.

In addition to the foregoing notice, further notice may be given by the Trustee as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner (i) defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed or (ii) give rise to any liability on the part of the Issuer, the Company, the Trustee or the Remarketing Agent.

A. Each further notice of redemption given hereunder may contain the information required above for an official notice of redemption plus (i) the C.U.S.I.P. number of the Bonds; (ii) the date of issue of the Bonds; (iii) the rate or rates of interest borne by the Bonds; (iv) the maturity date of the Bonds; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

B. Each further notice of redemption may be sent at least five days before the date the redemption notice to the Owners is required to be given as provided in the first paragraph of this Section 302, by registered or certified mail or overnight delivery service, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories as of the date hereof being The Depository Trust Company, New York, New York and Midwest Securities Trust Company, Chicago, Illinois).

C. Each further notice of redemption may be published one time in *The Bond Buyer* of New York, New York or, if such publication is impractical, in some other financial newspaper or journal which regularly carries

notices of redemption of other obligations similar to the Bonds, such publication to be made at the time the redemption notice to the Owners is required to be given as provided in the first paragraph of this Section 302.

D. Each further notice of redemption may be given at least two days before the date the redemption notice to the Owners is required to be given as provided in the first paragraph of this Section 302, by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to two of the following services selected by the Company and at the address provided to the Trustee by the Company:

(1) Financial Information, Inc.'s Financial Daily Called Bond Service;

(2) Interactive Data Corporation's Bond Service;

(3) Kenny Information Service's Called Bond Service;

(4) Moody's Municipal and Government Called Bond Service; or

(5) S. & P.'s Called Bond Record.

Section 303. Deposit Of Funds.

For the redemption of any of the Bonds, there shall be deposited in the Bond Fund from Revenues received moneys sufficient to pay when due the principal of, premium, if any, and interest on the Bonds to be redeemed.

Section 304. Partial Redemption Of Bonds.

In case a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond may be redeemed provided the principal amount not being redeemed is in an Authorized Denomination. Upon surrender of any Bond for redemption in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to the Owner thereof, without cost to the Owner, a new Bond or Bonds of Authorized Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 305. Selection Of Bonds For Redemption.

If less than all of the Bonds are called for redemption, the Trustee shall select the Bonds or portions thereof to be redeemed, from the Bonds Outstanding not previously called for redemption, by lottery or in such other manner as in the Trustee's sole discretion it shall deem appropriate and fair. The Trustee shall promptly notify the Issuer and the Company in writing of

the Bonds or portions thereof selected for redemption, provided, however, that in connection with any redemption of Bonds the Trustee shall first select for redemption any Bonds held by the Trustee for the account of the Company or held of record by the Company and that if, as indicated in a certificate of an Authorized Company Representative delivered to the Trustee, the Company shall have offered to purchase all Bonds then outstanding and less than all such Bonds shall have been tendered to the Company for such purchase, the Trustee, at the direction of the Company, shall select for redemption all such Bonds which have not been so tendered. If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then, upon notice of intention to redeem such unit or units, the Owner of such Bond shall forthwith surrender such Bond to the Trustee for (a) payment to such Owner of the redemption price of the unit or units of principal amount called for redemption, and (b) delivery to such Owner of a new Bond or Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds representing the unredeemed balance of the principal amount of such Bond shall be issued to the Owner thereof, without charge therefor. If the Owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption (and to that extent only).

Article IV.

Tender And Purchase Of Bonds; Remarketing; Remarketing Agent.

Section 401. Purchase Of Bonds At Option Of Owners.

(a) Daily Rate Mode. On any Business Day during any Daily Rate Mode, any Bond (or portion thereof in an Authorized Denomination) shall be purchased by the Trustee at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the date of purchase, upon (i) delivery by the Owner of such Bond to the Trustee at its New York Office by no later than 11:00 A.M., New York time, on such Business Day, of an irrevocable written notice or an irrevocable telephonic notice, which states the principal amount or portion thereof and (ii) delivery of such Bond to the Trustee at its New York Office accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee executed in blank by the Owner thereof with the signature of such Owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange, at or prior to 12:30 P.M., New York time, on such Business Day.

(b) Weekly Rate Mode. On any Business Day, during any Weekly Rate Mode, any Bond (or portion thereof in an Authorized Denomination) shall be purchased from its Owner by the Trustee at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, thereon to the date of purchase, upon (i) delivery by the Owner of such Bond to the Trustee at its New York Office of an irrevocable written notice or an irrevocable telephonic notice promptly confirmed by telecopy or other writing, which states the principal amount or portion thereof and the date on which the same shall be purchased, which date shall be a Business Day not prior to the seventh day next succeeding the date of the delivery of such notice to the Trustee, and (ii) delivery of such Bond to the Trustee at its New York Office, accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the Owner thereof with the signature of such Owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange, at or prior to 12:30 P.M., New York time, on the date specified in such notice.

(c) Quarterly Rate Mode. On the Business Day next succeeding the last day of each Quarterly Rate Period, any Bond (or portion thereof in an Authorized Denomination) shall be purchased from its Owner by the Trustee, at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, thereon to the date of purchase, upon (i) delivery by the Owner of such Bond to the Trustee at its New York Office on or prior to the seventh (7th) day preceding the date of purchase, of an irrevocable written notice or an irrevocable telephonic notice promptly confirmed by telecopy or other writing, which states the principal amount or portion thereof and (ii) delivery of such Bond to the Trustee at its New York Office, accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the Owner thereof with the signature of such Owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange, at or prior to 12:30 P.M., New York time, on the date of purchase.

(d) Semiannual Rate Mode. On the Business Day next succeeding the last day of each Semiannual Rate Period, any Bond (or portion thereof in an Authorized Denomination) shall be purchased from its Owner by the Trustee, at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, thereon to the date of purchase, upon (i) delivery by the Owner of such Bond to the Trustee at its New York Office on or prior to the seventh (7th) day preceding the date of purchase, of an irrevocable written notice or an irrevocable telephonic notice promptly confirmed by telecopy or other writing, which states the principal amount or portion thereof and (ii) delivery of such Bond to the Trustee at its New York Office, accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the Owner thereof with the signature of such Owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange, at or prior to 12:30 P.M., New York time, on the date of purchase.

(e) On Day Next Succeeding the Last Day of Certain Term Rate Periods. On the Business Day next succeeding the last day of each Term Rate Period which will be succeeded by a Term Rate Period of the same duration, any Bond (or portion thereof in an Authorized Denomination) shall be purchased from its Owner by the Trustee, at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, thereon to the date of purchase, upon (i) delivery by the Owner of such Bond to the Trustee at its New York Office on or prior to the seventh (7th) day preceding the first (1st) day of the next succeeding Term Rate Period, of an irrevocable written notice or an irrevocable telephonic notice promptly confirmed by telecopy or other writing, which states the principal amount or portion thereof and (ii) delivery of such Bond to the Trustee at its New York Office, accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the Owner thereof with the signature of such Owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange, at or prior to 12:30 P.M., New York time, on the first (1st) day of the next succeeding Term Rate Period.

Section 402. Mandatory Purchase Of Bonds.

(a) Bonds shall be subject to mandatory tender for purchase at a purchase price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest, if any, thereon to the date of purchase, upon the occurrence of the events stated below:

(i) as to each Bond in a Flexible Rate Mode, on the day next succeeding the last day of each Flexible Segment thereof; and

(ii) on the effective date of any change in an Interest Rate Mode (or if such effective date is not a Business Day, on the next succeeding Business Day), other than the effective date of a Term Rate Period which was immediately preceded by a Term Rate Period of the same duration.

(b) An Owner must deliver each Bond subject to mandatory tender for purchase as provided in Section 402(a) hereof to the Trustee at its New York Office accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the Owner thereof, with the signature of such Owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange at or prior to 12:30 P.M., New York time, on the purchase date in order to receive payment of the purchase price on such date.

(c) Notice of each mandatory tender for purchase pursuant to the provisions of Section 4.02(a)(ii) hereof is required by the provisions of Section 203(a)(iii), 203(b)(iii), 203(c)(iii), 203(d)(iii), 203(e)(iii), 203(f)(iii) or 203(f), as the case may be, to be included in the notice given pursuant to such section.

(d) To the extent that the outstanding principal amount of the Bonds makes it impossible for a Bond to be in an Authorized Denomination on the first day of an Interest Rate Mode, the Trustee shall cancel such principal amount of Bonds on the first day of such Interest Rate Mode.

Section 403. Obligation To Surrender Bonds.

The giving of notice as provided in Section 401 hereof shall constitute the irrevocable tender for purchase of each Bond or portion thereof with respect to which such notice shall have been given, irrespective of whether such Bond shall be delivered as provided in Section 401 hereof. The occurrence of any event specified in Section 402(a) hereof shall constitute the mandatory tender for purchase of each Bond, irrespective of whether such Bond shall be delivered as provided in Section 402(c). Upon the purchase of each Bond or portion thereof so deemed to be tendered, such Bond or portion thereof shall cease to bear interest payable to the former Owner thereof, who thereafter shall have no rights with respect thereto, other than the right to receive the purchase price thereof upon surrender of such Bond to the Trustee, and such Bond or portion thereof shall be no longer outstanding. The Trustee shall authenticate, register and deliver new Bonds in replacement of Bonds or portions thereof deemed so tendered and not surrendered on the date of purchase.

Section 404. Remarketing Of Bonds.

(a) By 11:30 A.M., New York time, on the date the Trustee receives notice by any Bondholder in accordance with Section 401(a) hereof, and promptly but in no event later than 11:00 A.M., New York time, on the Business Day following the day on which the Trustee receives notice from any Bondholder of its demand to have the Trustee purchase Bonds pursuant to Section 401(b), (c), (d) or (e) hereof, the Trustee shall give facsimile or telephonic notice, confirmed in writing thereafter, to the Remarketing Agent specifying the principal amount of Bonds which such Bondholder has demanded to have purchased.

(b) Upon the giving of notice to the Trustee by any Bondholder in accordance with Section 401(a), (b), (c), (d) or (e) hereof and the giving of notice by the Trustee to the Remarketing Agent as provided in Section 404(a) hereof with respect to such notices, and upon each date upon which the Bonds are to be purchased in accordance with Section 402 hereof, the Remarketing Agent shall offer for sale and use its best efforts to sell such Bonds on the date such Bonds are to be purchased at a purchase price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest, if any, to the purchase date. All sales of Bonds hereunder must be at a purchase price equal to one hundred percent (100%) of the principal amount of such Bonds plus accrued interest, if any, thereon to the purchase date.

(c) Not later than 1:00 P.M., New York time, on the date on which Bonds are to be purchased pursuant to Section 401(a) or 402(a)(i) hereof, and not later than 3:00 P.M., New York time, on the Business Day next preceding the date on which Bonds are to be purchased under Section 401(b), (c), (d) or (e) or Section 402(a)(ii) hereof, the Remarketing Agent shall give facsimile or telephonic notice to the Trustee specifying the names, addresses and taxpayer identification numbers of the purchasers of, and the principal amount and denominations of, and with respect to Bonds which are being purchased pursuant to Section 402(a)(i) hereof the Flexible Segments and the Flexible Rates for, such Bonds remarketed by it pursuant to subsection (b) and the amount of remarketing proceeds it will provide to the Trustee on the date on which the Bonds are to be purchased, as set forth in Section 404(d) hereof.

(d) Upon the giving of the notice specified in Section 404(c) hereof, the Remarketing Agent shall be obligated to deliver to the Trustee the amount of remarketing proceeds specified in such notice, as follows:

(i) in the case of Bonds which are being purchased pursuant to Section 401(a) hereof, by 1:00 P.M., New York time, on the purchase date, and in the case of Bonds which are being purchased pursuant to Section 401(b), (c), (d) or (e) or 402(a)(ii) hereof, by 12:30 P.M., New York time, on the purchase date; and

(ii) in the case of Bonds which are being purchased pursuant to Section 402(a)(i) hereof, by 3:00 P.M., New York time, on the purchase date, subject only to timely delivery of Bonds by the Trustee as set forth in Section 404(e) hereof and verification by the Remarketing Agent that such Bonds conform to the instructions contained in the notice given by the Remarketing Agent to the Trustee pursuant to Section 404(c) hereof.

(e) Upon receipt by the Trustee of notice from the Remarketing Agent pursuant to Section 404(c) hereof, the Trustee shall authenticate and deliver new Bonds to the Remarketing Agent, as follows:

(i) in the case of Bonds which are being purchased pursuant to Section 401 or Section 402(a)(ii) hereof, and provided that the remarketing proceeds shall have been received by the Trustee by 1:00 P.M., New York time, such new Bonds shall be delivered by 2:00 P.M., New York time; and

(ii) in the case of Bonds which are being purchased pursuant to Section 402(a)(i) hereof, such new Bonds shall be delivered by 2:15 P.M., New York time.

Section 405. Purchase Of Bonds Tendered To Trustee.

(a) By the close of business on the date Bonds or Authorized Denominations thereof are to be purchased pursuant to Section 401 or 402

hereof by the Trustee, the Trustee shall purchase, but only from the funds listed below, such Bonds or portions thereof from the Owners thereof at a purchase price equal to the principal amount thereof plus accrued interest, if any, to the date of purchase. Funds for the payment of such purchase price shall be derived from the following sources in the order of priority indicated:

(i) moneys directed by the Company pursuant to Section 3.4 of the Agreement and Section 608 hereof to be used for the purchase of Bonds in accordance with this Section 405, provided that such moneys shall not be used to pay accrued interest, if any, on the Bonds;

(ii) proceeds of the remarketing of such Bonds pursuant to Section 404 hereof to any purchaser except the Issuer or the Company; and

(iii) moneys furnished by the Company to the Trustee pursuant to Section 4.6 of the Agreement.

(b) The Trustee shall:

(i) hold all Bonds delivered to it pursuant to Section 401 or 402 hereof in trust for the benefit of the respective Bondholders which shall have so delivered such Bonds until moneys representing the purchase price of such Bonds shall have been delivered to or for the account of or to the order of such Bondholders; and

(ii) hold all moneys delivered to it hereunder for the purchase of such Bonds in trust for the benefit of the person or entity which shall have so delivered such moneys in a separate and segregated fund, and not commingle such funds with any other funds, until the Bonds purchased with such moneys shall have been delivered to or for the account of such person or entity; provided, that any moneys so deposited with and held by the Trustee not so applied to the purchase of Bonds within one (1) year after the date of purchase shall be paid by the Trustee to the Company upon the written direction of the Authorized Company Representative and thereafter the former Bondholders shall be entitled to look only to the Company for payment of such purchase price, and then only to the extent of amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys and the Trustee shall have no further responsibility with respect to such moneys.

Section 406. Delivery Of Purchased Bonds.

(a) Bonds sold by the Remarketing Agent pursuant to Section 404 hereof shall be delivered to the Remarketing Agent, as specified in Section 404(e) hereof.

(b) Bonds purchased by the Trustee:

(i) with moneys described in clause (i) of Section 405(a) hereof shall be canceled;

(ii) with moneys described in clause (iii) of Section 405(a) hereof shall, at the direction of the Company, be (A) held by the Trustee for the account of the Company, (B) canceled or (C) delivered to the Company.

Section 407. No Sales After Default.

Anything in this Indenture to the contrary notwithstanding, there shall be no remarketing of Bonds pursuant to this Article IV if there shall have occurred and be continuing an event of default under Section 901 hereof; provided, that nothing in this Section 407 shall be construed as prohibiting purchases of Bonds pursuant to Section 401 or 402 hereof.

Section 408. Remarketing Agent.

The Remarketing Agent shall signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Trustee and the Company.

Section 409. Qualifications Of Remarketing Agent.

The Remarketing Agent shall be a member of the National Association of Securities Dealers, Inc. and authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of its duties and obligations created by this Indenture by giving at least twenty (20) Business Days notice to the Issuer, the Company and the Trustee. The Remarketing Agent may be removed at any time upon at least five (5) Business Days notice by an instrument signed by the Company and filed with the Issuer, the Remarketing Agent and the Trustee.

Section 410. Tender Of Bonds; Book-Entry System.

Notwithstanding any other provision of this Article IV, so long as the Bonds are immobilized in the custody of or at the direction of a Securities Depository, as provided in Section 214 hereof, the following provisions shall apply:

(a) any notice pursuant to Section 401(a)(i), 401(b)(i), 401(c)(i), 401(d)(i) or 401(e)(i) hereof may be given by the Beneficial Owner of a Bond or

portion thereof and shall include the name and address of the Participant through which Beneficial Owner holds such Bond;

(b) delivery of Bonds to the Trustee, as provided in Sections 401(a)(ii), 401(b)(ii), 401(c)(ii), 401(d)(ii), 401(e)(ii) and 402(b) hereof, shall not be required; rather, Beneficial Owners acting through their Participants should cause D.T.C. to transfer ownership of such Bonds by D.T.C.. Delivery to the account of the Trustee (or the Participant through which the Trustee will hold Bonds) against payment therefor on the applicable purchase date;

(c) The Remarketing Agent shall give the information required by Section 404(c) hereof to the Securities Depository instead of to the Trustee, but shall at the same time give facsimile or telephonic notice to the Trustee specifying the principal amount of such Bonds which it has been unable to remarket (if such be the case);

(d) The Remarketing Agent shall deliver remarketing proceeds in accordance with the provisions of Section 404(d) hereof to the Securities Depository instead of to the Trustee;

(e) Section 404(e) hereof shall be inapplicable;

(f) the provisions of Sections 405 and 406 hereof shall apply only if Bonds are purchased with moneys described in clauses (i) and (iii) of Section 405(a) hereof; the beneficial ownership of Bonds purchased with moneys described in clause (ii) of Section 405(a) shall be transferred in accordance with the procedures of the Securities Depository; and

(g) the Trustee shall be entitled to rely conclusively upon the advice of any Person that such Person is, or is acting on behalf of, the Beneficial Owner of a Bond or portion thereof.

Article V.

Payment; Further Assurances.

Section 501. Payment Of Principal Or Redemption Price Of And Interest On Bonds.

The Issuer hereby appoints the Trustee to act as the Paying Agent for the Bonds, and designates the Principal Office and the New York Office of the Trustee as the places of payment for the Bonds, such appointment and designation to remain in effect until notice of change is filed with the Trustee. The Issuer hereby directs the Paying Agent, on behalf of the Issuer, to promptly pay or cause to be paid the principal of, premium, if any, and

interest on every Bond issued hereunder according to the terms thereof, such payment to be made only out of Revenues. The Trustee shall from time to time notify the First Mortgage Trustee of any and all payments received, or as herein provided credits given, with respect to the First Mortgage Bonds.

Section 502. Performance Of Covenants; The Issuer.

The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in Section 501 hereof the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Company, or shall have received the instrument to be executed and at the Issuer's option shall have received from the Company assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument. The Bonds and interest and premium, if any, thereon, and any obligation of the Issuer under the Agreement or this Indenture, shall never constitute a debt or indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

Section 503. Right To Payments Under Agreement; Instruments Of Further Assurance.

The Trustee, as assignee of the Issuer hereunder, covenants that it will defend its right to the payment of amounts due from the Company under the Agreement, for the benefit of the Owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts pledged hereto, to the payment of the principal of and premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Agreement and the Tax Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or its rights under the Agreement.

Section 504. Financing Statements.

The Company and the Issuer at the direction and the expense of the Company, shall (1) cause the Agreement, this Indenture, and any additional security instrument to be filed with the Trustee as additional security for the Bonds, each amendment and supplement to any such instrument, and a memorandum, financing statement, or continuation statement with respect to such instruments, amendments, or supplements to be filed, registered and recorded and to be refiled, re-registered and re-recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien of this Indenture and to publish notice of and to protect and perfect the rights and security of the Owners of the Bonds and the rights of the Trustee under the Agreement and this Indenture and (2) perform or cause to be performed from time to time any other act as required by law, and execute and file or cause to be executed and filed any and all instruments of further assurance (including financing statements with respect to any of such instruments) that may be necessary for such publication and protection. The Company, the Issuer (at the expense of the Company) and the Trustee shall, when so requested by one another, execute all such instruments, memoranda, or statements necessary to maintain, protect, perfect or preserve the interests assigned to the Trustee under this Indenture.

The Issuer (at the expense of the Company) and the Company covenant that each, as appropriate, will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assigning, pledging and confirming unto the Trustee, the Trust Estate assigned and the Revenues pledged hereunder.

Section 505. Inspection Of Project Books.

The Issuer and the Trustee covenant and agree that all books and documents in their possession relating to the Project and the Revenues shall at all times be open to inspection by such accountants or other agencies as the other party may from time to time designate.

Section 506. Rights Under Agreement.

The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Company, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Company thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Agreement for and on behalf of the Bondholders, whether or

not the Issuer is in default hereunder. Nothing herein contained shall be construed to prevent the Issuer from enforcing directly any and all of its rights under Sections 3.3(b)(i)(C), 5.3 and 6.4 of the Agreement.

Article VI.

Revenues And Funds.

Section 601. Source Of Payment Of Bonds.

The Bonds and all payments required of the Issuer hereunder are not general obligations of the Issuer but are limited obligations as described in Section 205 hereof. The Revenues and the Trust Estate are pledged and assigned to the payment of the principal of and interest and premium, if any, on the Bonds. The payments provided in Section 4.3 of the Agreement are to be remitted directly to the Trustee for the account of the Issuer and deposited in the Bond Fund. Such payments, sufficient in amount to insure the prompt payment of the principal of and premium, if any, and interest on the Bonds, are pledged to such payment.

Section 602. Creation Of The Bond Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 1995 Series A" (which is referred to herein as the "Bond Fund"), which shall be used to pay the principal of, premium, if any, and the interest on the Bonds.

Section 603. Payments Into The Bond Fund.

There shall be deposited into the Bond Fund the accrued interest, if any, received at the time of the issuance and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (a) all payments in respect of the principal, premium, if any, and interest on the First Mortgage Bonds; and (b) all payments of the Company pursuant to Section 4.1 of the Agreement; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

The Issuer hereby has assigned all right, title and interest it may have in and to the Revenues to the Trustee and agrees that it will do nothing to impair or inhibit the deposit of Revenues in the Bond Fund or the

application of such amounts to the payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable.

Section 604. Use Of Moneys In The Bond Fund.

Except as provided in Sections 609, 611 and 613 hereof and subject to the Tax Agreement, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and for the redemption of the Bonds at or prior to maturity pursuant to Article VII hereof.

Section 605. Custody Of The Bond Fund.

The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 606. Non-Presentment Of Bonds.

In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if moneys sufficient to pay such Bond shall have been deposited in the Bond Fund, all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds, if any, within two (2) years after the date on which the same shall have become due, together with all earnings thereon, shall be repaid by the Trustee to the Company, and thereafter Bondholders shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 607. Trustee's Fees, Charges And Expenses.

The Issuer shall have no liability for any fees, charges and expenses of the Trustee or any paying agent, and the Trustee and any paying agent shall, subject to the provisions of Section 1102 hereof, look only to the Company for

payment of their fees, charges and expenses as provided in the Agreement and in this Indenture.

Section 608. Moneys To Be Held In Trust.

All moneys and securities held by the Trustee in the Bond Fund, all moneys required to be deposited with or paid to the Trustee for deposit into the Bond Fund under any provision hereof and all moneys withdrawn from the Bond Fund and held by the Trustee shall be held by the Trustee in trust, and such moneys (other than as provided in Sections 606 and 612 hereof and subject to the provisions of the Tax Agreement) shall, while so held, constitute part of the Trust Estate and be subject to the lien hereof. Moneys held for the payment of the purchase price of Bonds pursuant to Article IV hereof shall not constitute part of the Trust Estate.

Section 609. Repayment To The Company From The Bond Fund.

Any amounts remaining in the Bond Fund after payment in full of the principal of, premium, if any, and interest on the Bonds (or provision for payment thereof as provided in this Indenture), the fees, charges and expenses of the Issuer, the Trustee and all other amounts required to be paid under the Agreement and this Indenture shall be paid to the Company as provided in Section 7.5 of the Agreement, subject to the provisions of the Tax Agreement.

Section 610. Creation And Use Of Collateral Release Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Collateral Release Fund -- The Peoples Gas Light and Coke Company Project -- 1995 Series A" (which is sometimes referred to as the "Collateral Release Fund").

All Government Obligations obtained by the Trustee in substitution for First Mortgage Bonds pursuant to Section 802 hereof shall be deposited and held in the Collateral Release Fund.

The Trustee shall determine the amount of interest which would have been due on any First Mortgage Bonds which are released pursuant to Section 802 which amount is herein referred to as the "Interest with Respect to Released Collateral". The principal amount of and the interest when due on the Government Obligations held in the Collateral Release Fund shall be sufficient to enable the Trustee to pay when due on the Bonds (i) an amount equal to the Interest with Respect to Released Collateral for each interest payment date from the date of deposit of such Government Obligations until the date on which the First Mortgage Bonds so released would have matured

and (ii) at maturity, a principal amount of Bonds equal to the principal amount of the First Mortgage Bonds so released.

On each interest payment date with respect to the Bonds, the Trustee shall transfer from the Collateral Release Fund to the Bond Fund an amount equal to the Interest with Respect to Released Collateral so as to enable the Trustee to pay interest on a principal amount of Bonds equal to the principal amount of the First Mortgage Bonds which have been released. On the principal payment date with respect to the Bonds, whether such payment is due as a result of the stated maturity, redemption or acceleration, the Trustee shall reduce all Government Obligations to cash and shall transfer such amount to the Bond Fund; provided, however, that in the event of a redemption of less than all the Bonds the Trustee will, at the direction of the Company, liquidate an amount of Government Obligations sufficient, when taken together with other funds available for such redemption, to redeem the designated principal amount of Bonds; and, provided further, that in such event an amount of Government Obligations remains in the Collateral Release Fund, the principal amount of and interest when due on which, together with payments when due on the outstanding First Mortgage Bonds, will be sufficient to pay principal of, premium, if any, and interest when due on the then outstanding Bonds. (In certain events the Company may be required to pay any deficiency pursuant to Sections 4.1 and 4.3 of the Agreement.)

All cash and Government Obligations in the Collateral Release Fund (so long as no event of default has occurred and is continuing) shall, with the investment earnings thereon, be applied exclusively to the payment of the principal of, premium, if any, and interest on the Bonds in the same manner as payments on the surrendered First Mortgage Bonds would have been applied.

Section 611. Payments Of Principal And Interest.

The Trustee shall pay from Revenues received by the Trustee the principal of and premium, if any, and interest on, the Bonds as the same become due and payable. If, prior to the maturity of any Bond, the Company surrenders such Bond to the Trustee for cancellation, the Trustee shall cancel such Bond.

Section 612. Revenues To Be Held For All Bondholders; Certain Exceptions.

Revenues and investments thereof shall, until applied as provided in this Indenture, be held by the Trustee for the benefit of the Owners of all outstanding Bonds, except that any portion of the Revenues representing principal or redemption price of, and interest on, any Bonds previously called for redemption in accordance with Article III of this Indenture or

previously matured shall be held for the benefit of the Owners of such Bonds only and shall not be deposited or invested pursuant to Article VII hereof.

Section 613. First Mortgage Bonds.

The Trustee acknowledges the receipt of the First Mortgage Bonds from the Company. The Issuer hereby authorizes and directs the Trustee, and the Trustee hereby agrees, to take such actions as are necessary and reasonable to realize moneys on the First Mortgage Bonds in order to make payments of principal of, premium, if any, and interest on the Bonds.

Article VII.

Investment Of Moneys.

Section 701. Investment Of Bond Fund Moneys.

Any moneys held as part of the Bond Fund shall at all times be invested or reinvested by the Trustee in accordance with the provisions of Section 3.3 of the Agreement. Any such investment shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund for which they were made. The interest accruing thereon, any profit realized from such investments and any loss resulting from such investments shall be credited or charged in accordance with Section 3.3 of the Agreement. The Trustee shall reduce to cash a sufficient amount of such investments in the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, or interest on the Bonds when due and whenever required in order to comply with the provisions of the Tax Agreement.

Section 702. Investments; Arbitrage.

The Trustee may make any and all investments permitted by the provisions of Section 701 through its own bond department. Notwithstanding any other provision of this Article VII or Section 3.3 of the Agreement, no direction or confirmation shall direct any investment the effect of which would be to make the Bonds "arbitrage bonds" under Section 148 of the Code. The Trustee may follow the advice or direction of Bond Counsel as to investments which may be made in compliance with the preceding sentence.

Article VIII.

Defeasance.

Section 801. Defeasance.

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the Owners of the Bonds the principal, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, then this Indenture and the lien, rights and interests created hereby shall cease, determine and become null and void (except as to any surviving rights of payment, registration, transfer or exchange of Bonds herein provided for and except that the rights and obligations of the Trustee under the Tax Agreement shall also continue), whereupon the Trustee shall cancel and discharge this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be to discharge this Indenture, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee or otherwise subject to this Indenture, except amounts in the Bond Fund required to be paid to the Company under Section 613 hereof and except moneys or securities held by the Trustee for the payment of the principal of and premium, if any, and interest on, and purchase prices of, the Bonds and except for any amounts required to be transferred to the Rebate Fund pursuant to the Tax Agreement.

Any Bond or Authorized Denomination thereof shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of and premium, if any, on such Bond or Authorized Denomination thereof, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been made or caused to be made in accordance with the terms thereof, (ii) shall have been provided for by depositing sufficient moneys for such payment with the Trustee and the due date of such principal, interest and premium, if any, has occurred, or (iii) in the case of a Bond which bears interest at a Flexible Rate or a Term Rate, shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably setting aside exclusively for such payment on such due date (which due date shall be in the case of a Bond bearing interest at a Flexible Rate no later than the Interest Payment Date for the then current Flexible Segment for such Bond and in the case of a Bond bearing interest at a Term Rate no later than the last Interest Payment Date for the then current Term Rate Period for such Bond) (1) moneys sufficient to make such payment and/or (2) non-callable Government Obligations maturing as to principal and interest in such

amount and at such time as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond or Authorized Denomination thereof shall be deemed to be paid hereunder, as aforesaid, such Bond or Authorized Denomination thereof shall no longer be secured by or entitled to the benefits of this Indenture (other than Sections 204 and 208 hereof in the case of a deposit under clause (a) (iii) above), except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing paragraph, in the case of a Bond or Authorized Denomination thereof which by its terms may be redeemed prior to the stated maturity thereof, no deposit under clause (a)(iii) of the immediately preceding paragraph shall be deemed a payment of such Bond or Authorized Denomination thereof as aforesaid until: (a) proper notice of redemption of such Bond or Authorized Denomination thereof shall have been previously given in accordance with Article III of this Indenture, or in the event said Bond or Authorized Denomination thereof is not to be redeemed within the next succeeding sixty (60) days, until the Company shall have given the Trustee on behalf of the Issuer, in a form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owner of such Bond or Authorized Denomination thereof in accordance with Article III hereof, that the deposit required by (a)(iii) above has been made with the Trustee and that said Bond or Authorized Denomination thereof is deemed to have been paid in accordance with this article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable premium, if any, on said Bond or Authorized Denomination thereof, plus interest thereon to the due date thereof, or (b) the maturity of such Bond or Authorized Denomination thereof.

Notwithstanding any provision of any other article of this Indenture which may be contrary to the provisions of this article, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this article for the payment of Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) with respect to which such moneys and Government Obligations have been so set aside in trust.

Anything in Article XII hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to this article for the payment of Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon and such Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon shall not have in fact been actually paid in full, no

amendment to the provisions of this article shall be made without the consent of the Owner of each of the Bonds affected thereby.

Section 802. Partial Release Of First Mortgage Bonds.

The Company is entitled to obtain the release of a portion of the First Mortgage Bonds held by the Trustee by either (i) surrendering to the Trustee for cancellation a like principal amount of outstanding Bonds having corresponding maturities and interest rates, or (ii) depositing with the Trustee (A) in the account for such series in the Collateral Release Fund any combination of cash and Government Obligations, the principal amount of which and the interest thereon when due will be sufficient to pay when due the principal of, premium, if any, and interest on, a principal amount of outstanding Bonds equal to the principal amount of, and with maturities and interest rates corresponding to those of the First Mortgage Bonds so released and (B) an opinion of Bond Counsel stating that the deposit of such cash and/or Government Obligations with the Trustee will not adversely affect the exclusion of the interest on the Bonds from federal gross income.

Article IX.

Default Provisions And Remedies Of Trustee And Bondholders.

Section 901. Defaults; Events Of Default.

If any of the following events occur, it is hereby defined as and declared to be and to constitute a "default" or an "event of default":

(a) failure to make payment of any installment of interest on any Bond when the same has become due and payable and the continuation thereof for sixty (60) days;

(b) failure to make payment of the principal of and premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof or upon the maturity thereof by declaration;

(c) failure to pay any amount due pursuant to Article IV hereof when the same shall have become due and payable;

(d) the occurrence of an "event of default" under the Agreement;

(e) default in the performance or observance of any covenants, agreements or conditions on the part of the Company in the First Mortgage Indenture and continuation thereof for any grace period provided for therein;

(f) acceleration for any reason of the maturity of all of the First Mortgage Bonds; or

(g) failure of the Issuer to perform or observe any of its covenants, agreements or conditions in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 910 hereof.

Section 902. Acceleration.

Upon the occurrence of an event of default under Section 901 hereof, the Trustee may, and upon the written request of the holders of not less than a majority in aggregate principal amount of Bonds then outstanding shall, by notice in writing delivered to the Company with copies of such notice being sent to the Issuer, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any such declaration of acceleration hereunder, the Trustee shall immediately exercise such rights as it may have as owner of First Mortgage Bonds and under the Agreement, including the right to demand redemption of First Mortgage Bonds held by it.

Upon the occurrence of an event of default described in Section 901(f) hereof, the principal, together with interest accrued thereon, of all Bonds then outstanding shall become due and payable immediately at the place of payment provided therein without the necessity of any action by the Trustee or any Bondholder, anything in this Indenture or in the Bonds to the contrary notwithstanding; provided, however, that a waiver of default and acceleration of the maturity of all the First Mortgage Bonds, pursuant to the terms thereof, shall also constitute a waiver of default described in Section 901(f) hereof and of its consequences; but no waiver shall extend to or after any subsequent default or impair any right consequent thereon.

Section 903. Remedies; Rights Of Bondholders.

Upon the occurrence of an event of default, and so long as such event is continuing, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds or on the First Mortgage Bonds then outstanding.

If an event of default shall have occurred and be continuing and if requested to do so by the Owners of not less than a majority in aggregate principal amount of Bonds then outstanding, and if indemnified as provided in subsection (i) of Section 1 101 hereof, the Trustee shall be obliged to

exercise such one or more of the rights and powers conferred by this Section 903 as the Trustee, being advised by Counsel, shall deem most expedient in the interest of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right, power or remedy accruing upon any event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee pursuant to Section 909 hereof or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

The Trustee, as the assignee of all the rights, title and interest of the Issuer in and to the Agreement and the First Mortgage Bonds, shall enforce each and every right granted to the Issuer under the Agreement and the First Mortgage Bonds. In exercising such rights and the rights given the Trustee under this Article IX, the Trustee shall take such action as, in the judgment of the Trustee applying the standards described in Section 1101 hereof, would best serve the interest of the Bondholders, taking into account the provisions, security and remedies afforded to owners of the First Mortgage Bonds.

Section 904. Right Of Bondholders To Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, the Owners of not less than a majority in aggregate principal amount of Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 905. Application Of Moneys.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX or pursuant to Section 608 hereof shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and its Counsel, be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First -- To the payment to the persons entitled thereto of all interest then due on the Bonds (other than interest due on Bonds for the payment of which moneys are held pursuant to the provisions of this Indenture), and, if the amount available shall not be sufficient to pay said amount in full, then to the payment ratably, according to the amounts due, to the persons entitled thereto, without any discrimination or privilege;

Second -- To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), and, if the amount available shall not be sufficient to pay in full such unpaid principal and premium, then to the payment ratably to the persons entitled thereto without any discrimination or privilege; and

Third -- To the payment to the persons entitled thereto of interest on overdue principal of and premium, if any, on any Bonds without preference or priority as between principal or premium or interest one over the others, or any installment of interest over any other installment of interest, or of any Bond over any other Bond, and, if the amount available shall not be sufficient to pay such amounts in full, then ratably, without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and premium, if any, and interest then due and unpaid upon the Bonds (other than Bonds matured or called for redemption or interest due on Bonds for the payment of which moneys are held pursuant to the provisions of this Indenture), without preference or priority of principal, premium or interest one over the others, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due

respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this article then, subject to the provisions of Section 905(b) hereof in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 905(a) hereof.

Whenever moneys are to be applied pursuant to the provisions of this section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine. Whenever the Trustee shall apply 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 of the deposit with it of any such moneys and of the fixing of any such date.

Whenever all principal of and premium, if any, and interest on all Bonds have been paid under the provisions of this Section 905 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in Section 613 hereof.

Section 906. Remedies Vested In Trustee.

All rights of action (including the right to file proofs of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Owners of the outstanding Bonds.

Section 907. Rights And Remedies Of Bondholders.

No Owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 1101 hereof, or of which by said subsection it is deemed to have notice, (ii) such default shall have become an event of default and be continuing, (iii) the Owners of not less than a majority in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee, shall have

offered the Trustee reasonable opportunity either to proceed to exercise the powers herein granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in Section 1101, and (iv) the Trustee shall thereafter fail or refuse to exercise the powers herein granted, or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder. No one or more Owners of the Bonds shall have any right in any manner whatsoever to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Owners of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof.

Section 908. Termination Of Proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken and no such termination shall impair any proceeding or right consequent to any other or subsequent default.

Section 909. Waivers Of Events Of Default.

Subject to the next paragraph, the Trustee may in its discretion waive any event of default hereunder and rescind its consequences and shall do so upon the written request of the Owners of not less than a majority in aggregate principal amount of all Bonds then outstanding; provided, however, that there shall not be waived any event of default in the payment of the principal of, or premium on, any outstanding Bonds when due (whether at maturity or by redemption), or any event of default in the payment when due of the interest on any such Bonds, unless prior to such waiver and rescission, all arrears of principal of and interest upon such Bonds, and interest on overdue principal at the rate borne by the Bonds on the date on which such principal became due and payable, and all arrears of premium, if any, when due, together with the reasonable expenses of the Trustee and of the Owners of such Bonds, including reasonable attorneys' fees paid or incurred, shall have been paid or provided for; provided further, that there shall not be

waived an event of default described under Section 901(f) hereof unless there shall have also been waived the default resulting in the acceleration of the First Mortgage Bonds; provided further, that there shall not be waived any event of default in the payment when due of any purchase prices of any Bonds pursuant to Article IV hereof unless prior to such waiver and rescission all arrears of such purchase prices, together with reasonable expenses of the Trustee and of the Owners of such Bonds, including reasonable attorneys' fees paid or incurred, shall have been paid or provision therefor made. In the case of any such waiver and rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver and rescission shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under this Indenture shall be in writing and a copy thereof shall be delivered to the Issuer, the Company and the Remarketing Agent.

The provisions of Sections 901 and 902 hereof are subject to the conditions that if, after the principal of all Bonds then outstanding shall have been declared to be due and payable, all arrears of principal of and interest upon such Bonds, and the premium, if any, on all Bonds then outstanding which shall have become due and payable otherwise than by acceleration, and all other sums payable under this Indenture, except the principal of, and interest on, the Bonds which by such declaration shall have become due and payable, shall have been paid, together with the reasonable expenses of the Trustee and of the owners of such Bonds, including reasonable attorneys' fees paid or incurred, and if no other defaults shall have occurred and be continuing, then and in every such case, the Trustee shall annul such declaration of maturity and its consequences, which waiver and annulment shall be binding upon all Bondholders; but no such waiver, rescission and annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon. In the case of any such annulment, the Company, the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights under this Indenture. All waivers and annulments under this Indenture shall be in writing and a copy thereof shall be delivered to the Issuer, the Company and the Remarketing Agent.

Section 910. Notice Of Event Of Default Under Section 901(g) Hereof; Opportunity Of Company To Cure Defaults.

Anything herein to the contrary notwithstanding, no default under Section 901(g) hereof shall constitute an event of default until actual notice of such default, requiring that it be remedied and stating that such notice is a "Notice of Default" hereunder, by registered or certified mail shall be given to the Issuer and the Company by the Trustee or to the Issuer and the Company and the Trustee by the Owners of more than a majority in aggregate principal amount of all Bonds Outstanding, and the Company or

the Issuer shall have had sixty (60) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an event of default if corrective action is instituted within the applicable period and diligently pursued until the default is corrected and the fact of such non-correction, corrective action and diligent pursuit is evidenced to the Trustee by a certificate of an Authorized Company Representative.

Whenever, so long as the Company is not in default under the Agreement, after a reasonable request by the Company, the Issuer shall fail, refuse or neglect to give any direction to the Trustee or to require the Trustee to take any other action which the Issuer is required to have the Trustee take pursuant to the provisions of the Agreement or this Indenture, the Company instead of the Issuer may give any such direction to the Trustee or require the Trustee to take any such action. Upon receipt by the Trustee of a written notice signed by the Authorized Company Representative stating that the Company has made reasonable request of the Issuer, and that the Issuer has failed, refused or neglected to give any direction to the Trustee or to require the Trustee to take any such action, the Trustee is hereby irrevocably empowered and directed to accept such direction from the Company as sufficient for all purposes of this Indenture. The Company shall have the direct right to cause the Trustee to comply with any of the Trustee's obligations under this Indenture to the same extent that the Issuer is empowered so to do.

In the event any action or failure to act by the Issuer under this Indenture creates or results in an event of default under this Indenture, the Issuer hereby grants the Company full authority, to the extent permitted by law, for account of the Issuer to perform or observe any covenant or obligation of the Issuer alleged in a written notice to the Issuer and the Company from the Trustee not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to remedy any default.

Article X.

Voting Of First Mortgage Bonds.

Section 1001. Voting Of First Mortgage Bonds Held By The Trustee.

The Trustee, as a holder of the First Mortgage Bonds, may attend any meeting of Bondholders under the First Mortgage Indenture as to which it receives due notice. Except as otherwise herein provided, the Trustee, either at such meeting or otherwise, where the consent of holders of the First

Mortgage Bonds is sought, may vote the First Mortgage Bonds held by it hereunder or otherwise consent thereto in such manner as it shall in its judgment deem to be in the interest of the Owners of the Bonds. In making this judgment, the Trustee may seek consent of the Owners of the Bonds and the Trustee may also rely on the advice of qualified financial advisers and consultants in making said judgment and shall be indemnified by the Company for the reimbursement of all expenses to which it may be put and to protect it against all or any action or inaction. In the event that the Trustee shall seek or be required to seek the consent of the Owners of the Bonds prior to voting the First Mortgage Bonds, the Trustee shall vote the aggregate principal amount of such First Mortgage Bonds, if not precluded from doing so under the First Mortgage Indenture, in proportion to the aggregate principal amount of the Bonds represented by the votes of Owners thereof on each side of the question under consideration.

Article XI.

The Trustee.

Section 1101. Acceptance Of The Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be responsible for the acts of any attorneys, agents or receivers appointed by it in good faith and without negligence, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder and under the Tax Agreement, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of Counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) Except for its certificate of authentication on the Bonds and the other information the Trustee is required to set forth on the Bonds pursuant to Section 206 hereof, the Trustee shall not be responsible for any recital herein, or in the Bonds, or for the recording or re-recording, filing or refiling of this Indenture, or for the validity of the execution by the Issuer of this Indenture or any instruments of further assurance, or for

the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VII hereof.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the Owner of Bonds with the same rights which it would have if it were not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, resolution, consent, certificate, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by an Authorized Issuer Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section 1101, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate signed on behalf of the Issuer by the Authorized Issuer Representative to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except a failure to make any of the payments required to be made under Article IV hereof and defaults under Section 901(a), (b) or (c) hereof, unless an officer in the Corporate Trust Services Division of the Trustee or the department designated by any successor Trustee shall receive notice in writing of such default from the Issuer or from the Owners of at least twenty-five percent (25%) in

aggregate principal amount of all Bonds then outstanding or the Remarketing Agent.

(h) The Trustee shall not be required to give any bonds or surety in respect of the execution of its trusts and powers hereunder.

(i) Before taking any action under Article IX hereof or this Section 1101 or Section 1104 at the request or direction of the Bondholders, the Trustee may require that a satisfactory indemnity bond be furnished by the Bondholders for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken.

(j) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(k) The Trustee, prior to the occurrence of an event of default specified in Section 901 of this Indenture and after the curing or waiving of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and, in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture. In case an event of default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(l) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) This subsection shall not be construed to limit the effect of subsection (k) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by an officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in aggregate principal amount of the Bonds outstanding relating to the time, method and place of conducting any proceeding or any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(iv) no provision of this Indenture or the Tax Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 1102. Fees, Charges And Expenses Of Trustee.

The Trustee shall be entitled to payment and/or reimbursement from the Company for reasonable fees for its Ordinary Services rendered hereunder and all advances and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, in the event that it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, from the Company, and to reimbursement from the Company for reasonable and necessary Extraordinary Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by the negligence or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement from the Company for the reasonable fees and charges of the Trustee as paying agent and bond registrar for the Bonds. Pursuant to Section 5.2 of the Agreement, all such fees and expenses shall be paid by the Company. Upon the occurrence of an event of default and during its continuance, the Trustee shall have a first lien with right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred.

Section 1103. Notice To Bondholders If Default Occurs.

If a default occurs of which the Trustee is by subsection (g) of Section 1101 hereof required to take notice or if notice of default is received by the Trustee as in said subsection (g) provided, then the Trustee shall promptly give written notice thereof by first class mail within fifteen (15) days, unless such default is cured or waived, to the Owners of all Bonds then outstanding; provided that, except in the case of default in the payment of the principal of, premium, if any, or interest on any Bond, the Trustee may withhold such

notice to the Bondholders if and so long as the board of directors, the executive committee, or a trust committee of directors and/or responsible officers, of the Trustee in good faith determine that the withholding of such notice is in the interests of the Bondholders; provided further, that nothing in this Section 1103 shall be deemed to limit the notice required by Section 905 hereof.

Section 1104. Intervention By Trustee.

In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 1101(i), shall do so if requested in writing by the Owners of a majority in aggregate principal amount of all Bonds then outstanding.

Section 1105. Successor Trustee.

Any corporation or association into which the Trustee may be merged, or with which it may be consolidated, or to which it may sell, lease or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument on the part of any of the parties hereto.

Section 1106. Resignation By The Trustee.

The Trustee may at any time resign from the trusts hereby created by giving sixty (60) days written notice to the Issuer and to the Company and to each holder of Bonds as shown by the list of Bondholders required by Section 209 hereof, and such resignation shall take effect at the appointment of a successor Trustee pursuant to the provisions of Section 1108 hereof and acceptance by the successor Trustee of such trusts. If no successor Trustee shall have been so appointed and have accepted appointment within sixty (60) days of the giving of written notice by the resigning Trustee as aforesaid, the resigning Trustee or the holder of any Bond may petition any court of competent jurisdiction of the appointment for a successor Trustee.

Section 1107. Removal Of The Trustee.

The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer, and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then outstanding.

Section 1108. Appointment Of Successor Trustee.

In case the Trustee hereunder shall:

(a) resign pursuant to Section 1106 hereof;

(b) be removed pursuant to Section 1107 hereof; or

(c) be dissolved, taken under the control of any public officer or officers or of a receiver appointed by a court, or otherwise become incapable of acting hereunder,

a successor shall be appointed by the Issuer with the written consent (which shall not be unreasonably withheld) of the Company; provided, that, if a successor Trustee is not so appointed within ten (10) days after notice of resignation is given or instrument of removal is delivered as provided under Sections 1106 and 1107 hereof, respectively, or within ten (10) days of the Issuer's knowledge of any of the events specified in (c) hereinabove, then the holders of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by or on behalf of such holders, may designate a successor Trustee. Every such successor Trustee appointed pursuant to the provisions of this section shall be a trust company or bank in good standing, and, subject to the laws of the State of Illinois within or outside the State of Illinois having a reported capital and surplus of not less than $50,000,000 and willing to accept the trusteeship under the terms and conditions of this Indenture.

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article XI prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the holder of any Bond or the resigning Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Section 1109. Concerning Any Successor Trustees.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but, nevertheless, (1) such predecessor shall, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder, and (2)

every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 1110. Trustee Protected In Relying Upon Ordinances, Et Cetera.

The ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the withdrawal of cash hereunder.

Section 1111. Successor Trustee As Trustee Of Bond Fund And Paying Agent.

In the event of a change in the office of the Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee with respect to the First Mortgage Bonds, the Bond Fund and Registrar and Paying Agent for principal and interest and premium, if any, on the Bonds and the successor Trustee shall become such Trustee, Registrar and Paying Agent.

Section 1112. Trustee May Deal In Bonds.

The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholder may be entitled to take and may conduct other banking and trust business with the Issuer or the Company with like effect as if the Trustee were not a party to the Indenture.

Section 1113. No Transfer Of First Mortgage Bonds; Exception.

Except as required to effect an assignment to a successor trustee or if an event of default has occurred hereunder, the Trustee shall not sell, assign or transfer the First Mortgage Bonds held by it hereunder.

Section 1114. Appointment Of Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of Illinois) denying or restricting the right of banking corporations or associations to transact

business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Agreement, and in particular in case of the enforcement of either on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate Trustee or co-trustee. The following provisions of this Section 1114 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Article XII.

Supplemental Indentures.

Section 1201. Supplemental Indentures Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(a) to cure any ambiguity, formal defect, omission or inconsistent provision in the Indenture (provided that such action shall not adversely affect the interests of the Bondholders);

(b) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) to subject to the Indenture additional revenues, properties or collateral;

(d) to modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939, as amended, or similar federal statute or securities laws of any of the states of the United States of America;

(e) to evidence the appointment of a separate trustee or a co-trustee or to evidence the succession of a new trustee or a new co-trustee hereunder;

(f) to the extent necessary or useful in establishing or maintaining an uncertificated book-entry system for the Bonds or to provide for Bonds in the Flexible Rate Mode to be held by D.T.C. under the D.T.C. system of book-entry;

(g) to amend Section 203 hereof on the effective date of a change from one Interest Rate Mode to a different Interest Rate Mode, including the effective date of a Term Rate Period which was immediately preceded by a Term Rate Period of a different duration but not including the effective date of a Term Rate Period which was immediately preceded by a Term Rate Period of the same duration (provided, however, that the Issuer and the Trustee have received an opinion of Bond Counsel to the effect that any such amendment complies with all applicable laws and will not adversely affect the exclusion from federal gross income of interest on any of the Bonds);

(h) to authorize different Authorized Denominations of the Bonds and to make correlative amendments and modifications to this Indenture regarding exchangeability of Bonds of different Authorized Denominations, redemptions of portions of Bonds of particular Authorized Denominations and similar amendments and modifications of a technical nature;

(i) to modify, delete or supplement any provision, term or requirement relating to Bonds that may bear interest at Flexible Rates to the extent deemed necessary or desirable further to protect or assure the exclusion of interest on the Bonds from federal gross income; provided, however, that the effective date of any such modification, deletion or supplementation with respect to any Bond shall be no earlier than the day next succeeding the last day of any then current Flexible Segment with respect to such Bond; or

(j) to modify, alter, amend or supplement this Indenture in any other respect which is not materially adverse to the Bondholders and which does not involve a change described in clauses (a), (b), (c), (d), (e) or (f) of Section 1202 hereof and which, in the reasonable judgment of the Trustee, is not to the prejudice of the Trustee.

Section 1202. Supplemental Indentures Requiring Consent Of Bondholders.

Exclusive of supplemental indentures covered by Section 1201 hereof and subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66⅔%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any indenture supplemental hereto; provided, however, that nothing in this Section 1202 contained shall permit or be construed as permitting, without the consent of the owners of all of the Bonds at the time outstanding, (a) an extension of the maturity on any Bond or on any First Mortgage Bond, or (b) a reduction in the principal amount of, or redemption premium on, any Bond or First Mortgage Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a change of a purchase date or of the conditions permitting a Bondholder to tender a Bond for purchase as herein provided, or (e) except as otherwise herein provided, any release of the First Mortgage Bonds or any other collateral from the lien of this Indenture, or (f) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 1202, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail to the owner of each Bond then outstanding as shown by the list of Bondholders required by the terms of Section 209 hereof to be kept at the office of the Trustee. Such notice shall

briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the owners of not less than sixty-six and two-thirds percent (66⅔%) in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. The Issuer shall have the right to extend from time to time the period within which such consent and approval may be obtained by the Bondholders. Upon the execution of any such supplemental indenture as in this Section 1202 permitted and provided, this Indenture shall be and is deemed to be modified and amended in accordance therewith.

Section 1203. Consent Of Company To Supplemental Indentures.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII which affects any rights of the Company shall not become effective unless and until such affected party shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be mailed by certified or registered mail to the Company.

Section 1204. Consent Of Remarketing Agent.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII which affects any rights, duties or obligations of the Remarketing Agent shall not become effective unless and until the Remarketing Agent shall have consented to the execution and delivery of such supplemental indenture.

Section 1205. Consent Of Trustee.

The Trustee may, but shall not be obligated to, enter into any supplemental indenture which adversely affects the Trustee's own rights, liabilities, duties or immunities under this Indenture or otherwise.

Section 1206. Reliance On Opinions Of Counsel.

The Issuer and the Trustee may receive and rely on an opinion of Counsel to the effect that any supplemental indenture entered into by the Issuer and the Trustee complies with the provisions of this Article XII and an opinion of Bond Counsel that any such supplemental indenture does not adversely affect the exclusion from federal gross income of interest on the Bonds.

Article XIII.

Amendment Of Agreement.

Section 1301. Amendments, Et Cetera, To Agreement Or First Mortgage Bonds Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may, with the consent of the Company but without the consent of or notice to any of the Bondholders, consent to any amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds as may be required (a) by the provisions of the Agreement or this Indenture, (b) for the purpose of curing any ambiguity, formal defect, omission or inconsistent provision (provided that such action shall not adversely affect the interests of the Bondholders), (c) so as to add additional rights of the Issuer acquired in accordance with the provisions of the Agreement, (d) so as to more precisely identify the Project or substitute or add thereto other property, or (e) in connection with any other change therein which, in the judgment of the Trustee, shall not adversely affect the interests of the Trustee or the Bondholders. The Issuer, the Trustee and the Company may rely upon an opinion of Counsel to the effect that any such amendment is not to the prejudice of the Trustee or the owners of the Bonds. The Agreement shall not be amended without the consent of the Trustee.

Section 1302. Amendments, Et Cetera, To Agreement Or First Mortgage Bonds Requiring Consent Of Bondholders.

Except for the amendments, changes or modifications as provided in Section 1301 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds without the giving of notice and the written approval or consent of the owners of not less than sixty-six and two-thirds percent (66⅔%) in aggregate principal amount of the Bonds at the time outstanding given and procured as provided in this Section 1302; provided, however, that no such amendment, change or modification will, without the consent of the owners of all of the Bonds at the time outstanding, (a) reduce the percentage of the aggregate principal amount of outstanding Bonds the consent of the owners of which is required

for any such amendment, change or modification, or (b) decrease the amount of any payment required to be made under the Agreement or the First Mortgage Bonds, or (c) extend the time for the payment of any amount required to be made under the Agreement or the First Mortgage Bonds. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds, the Trustee shall, upon being satisfactorily indemnified by the Company with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 1202 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file with the Trustee for inspection by all Bondholders.

Section 1303. Consent Of Trustee.

The Trustee may, but shall not be obligated to, consent to any amendment, change or modification of the Agreement which adversely affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 1304. Reliance On Opinions Of Counsel.

The Issuer and the Trustee may receive and rely upon an opinion of Counsel to the effect that any such proposed amendment, change or modification will comply with the provisions of this Article XIII and an opinion of Bond Counsel that any such amendment, change or modification does not adversely affect the exclusion from federal gross income of interest on the Bonds.

Article XIV.

Miscellaneous.

Section 1401. Consents, Et Cetera, Of Bondholders.

Any consent, approval, direction or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, approval, direction or other instrument or of the writing appointing any such agent, if made in the following manner, shall be sufficient for any of the purposes of this

Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument namely:

(a) The fact and date of the execution by any person of any such instrument or writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument or writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 203 hereof.

In determining whether the owners of the requisite principal amount of Bonds outstanding have been given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company or any affiliate of the Company shall be disregarded and deemed not to be outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph an "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate of the Company.

Section 1402. Limitation Of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto and the owners of the Bonds any legal or equitable right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

Section 1403. Severability.

If any provision of this Indenture shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained, shall not effect the remaining portions of this Indenture, or any part thereof.

Section 1404. Notices.

It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by first class mail addressed to it at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Clerk and City Comptroller, with a copy to Corporation Counsel, or to such address as the Issuer may from time to time file with the Trustee and the Company. It shall be sufficient service of any notice or other paper on the Company if the same shall be duly mailed by first class mail addressed to it at 122 South Michigan Avenue, Chicago, Illinois 60603, Attention: Secretary and Treasurer, or to such other address as the Company may from time to time file with the Issuer and the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed to the Trustee by first class mail addressed to it at its address as first above written, Attention: Corporate Trust Department, or to such other address as the Trustee may from time to time file with the Issuer and the Company. Any notice of redemption to be given to the Bondholders by the Trustee pursuant to Section 302 hereof and any notice of an event of default to be given to the Bondholders by the Trustee pursuant to Section 1103 hereof shall also be given to any beneficial owner in an aggregate principal amount of $1,000,000 or more upon presentation to the Trustee of evidence of such beneficial ownership and information sufficient to give such notice in accordance with the terms hereof.

Section 1405. Expenses Of Issuer.

As provided in Section 5.3 of the Agreement, all reasonable costs and expenses incurred by the Issuer hereunder are to be paid by the Company.

Section 1406. Payments, Notices And Actions Due On Saturdays, Sundays And Holidays.

In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the location of the Principal Office of the Trustee, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close in the State of Illinois, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 1407. 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 1408. Applicable Law.

This Indenture shall be governed exclusively by and construed in accordance with the laws of the State of Illinois.

Section 1409. Captions.

The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

In Witness Whereof, The City of Chicago, Illinois 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 First National Bank of Chicago, has caused these presents to be signed in its name and behalf by one of its vice presidents, its official seal to be hereunto affixed, and the same to be attested by one of its trust officers, all as of _____ 1, 1995.

City of Chicago, Illinois

By: _____
City Comptroller

[Seal]

Attest:

_____
City Clerk

The First National Bank of Chicago,
as Trustee

By: _____

Its: _____

[Seal]

Attest:

_____

Its: _____

Loan Agreement
[Multi-Modal]

Dated As Of _____ 1, 1995

By And Between

City Of Chicago, Illinois

And

The Peoples Gas Light And Coke Company.

The amounts payable to the City of Chicago, Illinois (other than amounts payable under Sections 3.3(b)(i)(C), 5.3 and 6.4 hereof and its rights to receive notices and give or withhold consents in accordance with the provisions hereof) and certain other rights of the Issuer under this Loan Agreement have been pledged and assigned to The First National Bank of Chicago, as Trustee under the Indenture of Trust dated as of _____ 1, 1995 from the City of Chicago, Illinois.

This Loan Agreement dated as of _____ 1, 1995, between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government of the State of Illinois (hereinafter sometimes referred to as the "Issuer"), and The Peoples Gas Light and Coke Company, a corporation organized and existing under the laws of the State of Illinois (hereinafter sometimes referred to as the "Company").

Witnesseth:

Whereas, The Issuer 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, having a population in excess of 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, Pursuant to its powers as a home rule unit of government, the Issuer has heretofore issued $50,000,000 aggregate principal amount of City of Chicago, Illinois, Fixed Rate Gas Supply Revenue Bonds, 1985 Series D (The Peoples Gas Light and Coke Company Project), all of which are currently outstanding (the "Prior Bonds"); and

Whereas, The proceeds of the Prior Bonds were lent by the Issuer to The Peoples Gas Light and Coke Company, an Illinois corporation (the

"Company") for the purpose of defraying a portion of the cost of certain gas supply facilities, designed as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Internal Revenue Code of 1986, as amended (the "Project"); and

Whereas, Pursuant to an ordinance adopted by the City Council of the Issuer in the exercise of its powers as a home rule unit of government, the Issuer has authorized the issuance of its City of Chicago, Illinois, Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project) (the "Bonds") in the aggregate principal amount of $50,000,000, the proceeds of which are to be used to refund a like principal amount of the Prior Bonds;

Now, Therefore, In consideration of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

Article I.

Definitions.

The following terms shall have the meanings specified in this article unless the context requires otherwise. The singular shall include the plural and the masculine shall include the feminine.

"Agreement" means this Loan Agreement, as from time to time supplemented and amended.

"Authorized Company Representative" means any person or persons who, at the time, shall have been designated as such by a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Company by its Chairman of the Board, its President, any Executive Vice President, any Vice President, its Secretary and Treasurer, any Assistant Secretary, its Treasurer or any Assistant Treasurer. Such certificate may designate an alternate or alternates.

"Authorized Issuer Representative" means the Mayor, City Comptroller or any person at the time designated to act on behalf of the Issuer by a written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor. Such certificate shall designate an alternate or alternates.

"Bondholder" or "Owner" or "Owner of Bonds" or "Registered Owner" or "holder" means the Person or Persons in whose name or names a Bond shall be registered on the books of the Issuer maintained by the Trustee in accordance with the terms of the Indenture.

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

"Bond Fund" means the Bond Fund created by Section 602 of the Indenture.

"Bonds" means the $50,000,000 aggregate principal amount of Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project) identified in Section 201 of the Indenture.

"Business Day" means any day which is not a Sunday or a legal holiday or a day (including Saturday) on which banking institutions in the city where the principal corporate trust office of the Trustee is located are authorized by law or executive order to close (and the Trustee is in fact closed).

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

"Company" means The Peoples Gas Light and Coke Company, the party of the second part hereto, and any surviving, resulting or transferee corporation as permitted under Section 5.1 hereof.

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

"Date of Issue" means the date on which the Bonds are paid for by, and delivered to, the Underwriters.

"Financing Statement" shall mean a financing statement or continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State of Illinois or such other jurisdiction the laws of which are applicable.

"First Mortgage Bonds" means the First and Refunding Mortgage Bonds, Series __, issued pursuant to the Series __ First Mortgage Supplemental Indenture concurrently with the issuance and delivery by the Issuer of the Bonds.

"First Mortgage Indenture" means the Mortgage, dated January 2, 1926, from Chicago By-Product Coke Company to Bank of America Illinois (successor to Illinois Merchants Trust Company), as trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any

time by supplemental indentures, including the Series __ First Mortgage Supplemental Indenture.

"First Mortgage Trustee" means [Bank of America Illinois, National Association], as trustee under the First Mortgage Indenture, or its successor as such trustee.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole.

"Indenture" means the Indenture of Trust of even date herewith, by and between the Issuer and The First National Bank of Chicago, as Trustee, including any indenture supplemental thereto or amendatory thereof.

"Issuer" means the City of Chicago, Illinois, the party of the first part hereto, and any successor body to the duties or functions of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the approval of the Company, by notice to the Company and the Trustee.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts and public bodies.

"Prior Agreement" means the Loan Agreement dated as of March 1, 1985, between the Issuer and the Company, as supplemented and amended by the Third Supplemental Loan Agreement dated as of March 1, 1985, relating to the Prior Bonds.

"Prior Bond Fund" means the fund established pursuant to Section 402 of the Prior Indenture.

"Prior Bonds" means the City of Chicago, Illinois, Fixed-Rate Gas Supply Revenue Bonds, 1985 Series D (The Peoples Gas Light and Coke Company Project), currently outstanding in the aggregate principal amount of $50,000,000.

"Prior Indenture" means the Indenture of Trust dated as of March 1, 1985, between the Issuer and the Prior Trustee, as supplemented and amended by the Third Supplemental Indenture of Trust dated as of March 1, 1985, pursuant to which the Prior Bonds were issued.

"Prior Trustee" means the First National Bank of Chicago, as trustee under the Prior Indenture.

"Project" means the Project as defined in the Prior Agreement.

"Project Certificate" means the Company's Project and Refunding Certificate, delivered concurrently with the issuance of the Bonds, with respect to certain facts which are within the knowledge of the Company, to enable Chapman and Cutler, as Bond Counsel, to determine that interest on the Bonds is not includable in the gross income of the Owners of the Bonds for federal income tax purposes.

"Rebate Fund" means the Rebate Fund, if any, created and established pursuant to the Tax Agreement.

"S. & P." means Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc. its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the approval of the Company, by notice to the Trustee and the Company.

"Series __ First Mortgage Supplemental Indenture" means the Supplemental Indenture of even date herewith to the First Mortgage Indenture pursuant to which the First Mortgage Bonds are issued.

"Tax Agreement" means the Tax Exemption Certificate and Agreement by and among the Issuer, the Company and the Trustee dated the Date of Issue, as from time to time amended and supplemented.

"Trustee" means the trustee and/or the co-trustee at the time serving as such under the Indenture.

"Underwriters" means, collectively, [Goldman, Sachs & Co.; Smith Barney Shearson, Inc.; Pryor, McClendon, Counts & Co., Inc.; and Artemis Capital Group, Inc.].

All other terms used herein which are defined in the Indenture shall have the same meanings assigned them in the Indenture unless the context otherwise requires.

Article II.

Representations.

Section 2.1 Representations By The Issuer.

The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population of more than 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution. Pursuant to its power as a home rule unit of government, the Issuer has the power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action of the governing body of the Issuer, the Issuer has been duly authorized to execute and deliver this Agreement and the Indenture, and to issue and sell the Bonds.

(b) To finance a portion of the cost of the Project, the Issuer proposes to issue its Bonds in the amount and having the terms and conditions specified in the Indenture.

(c) The Bonds will be issued under the Indenture and will mature, bear interest, be redeemable and have the other terms and provisions set forth in the Indenture. The Issuer's interest in the Agreement (except its rights under Sections 3.3(b)(i)(C), 5.3 and 6.4 hereof) and the First Mortgage Bonds will be pledged and assigned to the Trustee pursuant to Section 4.5 hereof in order to secure payment of and to pay the principal of, premium, if any, and interest on the Bonds.

(d) The Issuer has not and will not pledge its interest in this Agreement other than to secure the Bonds.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) When executed by the officers of the Issuer, this Agreement will constitute a valid, binding and enforceable obligation of the Issuer.

(g) The Issuer is not in default under any of the provisions of the laws of the State of Illinois which would affect its existence or its powers referred to in the preceding subsection (a).

(h) Under existing statutes and decisions, no taxes on income or profits are imposed on the Issuer.

(i) To the knowledge of the Issuer, no person holding office of the Issuer, either by election or appointment, has any interest, either directly or indirectly, in any contract being entered into or with respect to any work to be carried out in connection with the issuance and sale of the Bonds and upon which said officer was or may be called upon to act or vote.

Section 2.2 Representations By The Company.

The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly incorporated and in good standing under the laws of the State of Illinois. The Company has corporate power to enter into this Agreement and by proper corporate action has authorized the execution and delivery of this Agreement, the First Mortgage Supplemental Indenture and the First Mortgage Bonds and the Tax Agreement.

(b) Neither the execution and delivery of this Agreement, the First Mortgage Supplemental Indenture, the First Mortgage Bonds or the Tax Agreement, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, the First Mortgage Supplemental Indenture, the First Mortgage Bonds or the Tax Agreement, conflict with or will result in a breach of or constitute a default under any of the terms, conditions or provisions of the charter or bylaws of the Company, or any agreement or instrument to which the Company is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement other than the Indenture and the First Mortgage Indenture.

(c) The statements, information and descriptions contained in the Project Certificate and the Tax Agreement are true, correct and complete, and do not contain any untrue statement or misleading statement of a material fact, and do not omit to state a material fact required to be stated therein or necessary to make the statements, information and descriptions contained therein, in the light of the circumstances under which they were made, not misleading, and the estimates and the assumptions contained in the Project Certificate are reasonable and based on the best information available to the Company.

Article III.

Issuance Of The Bonds.

Section 3.1 Agreement To Issue Bonds; Application Of Bond Proceeds.

In order to provide funds to lend to the Company to refund a like principal amount of the Prior Bonds as provided in Section 4.1 hereof, the Issuer

agrees that it will issue under the Indenture, sell and cause to be delivered to the Underwriters its Bonds in the aggregate principal amount of $50,000,000, bearing interest and maturing as set forth in the Indenture. The Issuer will thereupon deposit the proceeds received from the sale of the Bonds as follows: (1) in the Bond Fund, a sum equal to any accrued interest paid by the Underwriters; and (2) the balance of the proceeds from the sale of the Bonds with the Trustee for transfer to the Prior Trustee for deposit in the Prior Bond Fund to be used to pay to the owners thereof the principal of the Prior Bonds upon redemption thereof.

Section 3.2 Deposit Of Additional Funds By Company; Redemption Of Prior Bonds.

The Company covenants that such additional amounts as may be required to redeem the Prior Bonds will be deposited with the Prior Trustee pursuant to the Prior Indenture for such purpose. Income derived from the investment of the proceeds of the Bonds deposited in the Prior Bond Fund will be used to the extent necessary to satisfy the obligations of the Company specified in the immediately preceding sentence. The Company covenants that it will cause $50,000,000 aggregate principal amount of the Prior Bonds to be redeemed within ninety (90) days after the Date of Issue.

Section 3.3 Investment Of Moneys In The Bond Fund.

Except as otherwise herein provided, any moneys held as a part of the Bond Fund shall be invested or reinvested by the Trustee at the written direction, or the oral direction promptly confirmed in writing, of an Authorized Company Representative as to specific investments, to the extent permitted by law, in:

(a) bonds or other obligations of the United States of America;

(b) bonds or other obligations, the payment of the principal of and interest on which is unconditionally guaranteed by the United States of America;

(c) obligations issued or guaranteed as to principal and interest by any agency or person controlled or supervised by and acting as an instrumentality of the United States of America pursuant to authority by the Congress of the United States of America;

(d) obligations issued or guaranteed by any state of the United States of America, or any political subdivision of any such state, or in funds consisting of such obligations to the extent described in Treasury Regulation 1.148-8(e)(3)(iii);

(e) prime commercial paper;

(f) prime finance company paper;

(g) banker's acceptances drawn on and accepted by commercial banks;

(h) repurchase agreements fully secured by obligations issued or guaranteed as to principal and interest by the United States of America or by any person controlled or supervised by and acting as an instrumentality of the United States of America pursuant to authority granted by the Congress of the United States of America;

(i) certificates of deposit issued by commercial banks, including banks domiciled outside of the United States of America; and

(j) units of taxable government money market portfolios composed of obligations guaranteed as to principal and interest by the United States of America or repurchase agreements fully collateralized by such obligations.

The investments so purchased shall be held by the Trustee and shall be deemed at all times a part of the Bond Fund and the interest accruing thereon and any profit realized therefrom shall be credited to such fund, subject to the provisions of the Tax Agreement. The Company agrees that to the extent any moneys in the Bond Fund represent moneys held for the payment of the principal of Bonds which have become due at maturity or on a redemption date and the premium, if any, on such Bonds or interest due on Bonds in all cases where Bonds have not been presented for payment and paid or such interest is unclaimed, such moneys shall not be invested.

Any such securities may be purchased at the offering or market price thereof at the time of such purchase. Such investments shall mature in such amounts and at such times, or shall be readily marketable prior to their maturities, as the Company may direct.

The Trustee may make any and all such investments through its own bond department or capital markets affiliate. The Trustee shall send statements to the Company on a monthly basis which reflect activity for each account hereunder for the preceding month. Although the Company recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Company hereby agrees that confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered pursuant to the provisions hereof if no activity occurred in the account for such month.

Section 3.4 Covenants And Representations With Respect To Arbitrage.

The Company represents and warrants that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and the regulations promulgated under such section. The Company further represents that to the best knowledge and belief of the Company, there are no facts or circumstances that would materially change the foregoing. The Issuer represents that the Internal Revenue Service has not notified the Issuer that its certifications may not be relied upon for purposes of establishing that bonds of the Issuer are not arbitrage bonds.

The Company covenants and certifies to the Issuer and to and for the benefit of the purchasers of the Bonds that no use will be made of the proceeds from the issue and sale of the Bonds which will cause the Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code. Pursuant to such covenant, the Issuer hereby designates the Company, and the Company agrees to accept such responsibility, to take all actions necessary to comply throughout the term of the issue of the Bonds with the requirements of Section 148 of the Code, and regulations promulgated thereunder. The Issuer agrees that it will cooperate with the Company and will, at the request of the Company, take such ministerial action which imposes no liability on the Issuer, to the extent necessary to maintain the tax exempt status of interest on the Bonds. All of the representations, warranties and covenants of the Issuer and the Company contained in the Tax Agreement are incorporated herein by reference with the same force and effect as if set out in full herein.

Article IV.

Loan And Provisions For Payment.

Section 4.1 Loan.

In order to finance a portion of the Cost of the Project, the Issuer shall loan the proceeds received from the sale of the Bonds to the Company and cause such proceeds to be applied as provided in Article III hereof. Such proceeds shall be disbursed in accordance with Section 3.3 hereof.

The Company unconditionally agrees that it will provide the Issuer with money in such amounts as shall be necessary to enable the Issuer to make full and prompt payment when due (whether at stated maturity, upon call for redemption prior to stated maturity, or upon acceleration of maturity in accordance with the Indenture) of the principal of, premium, if any, and interest on the Bonds.

Section 4.2 First Mortgage Bonds.

Concurrently with the authentication and delivery by the Issuer of the Bonds, the Company shall execute and deliver to the Trustee, as assignee of the Issuer, its First Mortgage Bonds in order to secure its obligation to repay the loan referred to in Section 4.1 hereof. Each such First Mortgage Bond issued with respect to the Bonds will be in substantially the form set forth in the First Mortgage Indenture, and the First Mortgage Bonds will be in substantially the same form with necessary and appropriate variations, omissions and insertions as permitted and required by this Agreement and the First Mortgage Indenture, and the First Mortgage Bonds will:

(a) be initially issued in a principal amount equal to the aggregate principal amount of the Bonds;

(b) provide for payments of interest on the unpaid balance thereof equal to the payments of interest on the Bonds;

(c) contain provisions in respect of the payment of principal, whether at maturity, by redemption or acceleration, corresponding to the payment provisions of the Bonds;

(d) require all payments of principal of or interest on the First Mortgage Bonds to be made on or prior to the due date for the corresponding payment to be made on the Bonds and in the same coin or currency; and

(e) otherwise comply with Sections 4.3 and 4.5 hereof.

Section 4.3 Payment Of The Bonds From Payment Of The First Mortgage Bonds And Other Amounts.

Payments, and amounts which are deemed to be payments as hereinafter provided, of principal of, premium, if any, and interest on the First Mortgage Bonds by the Company to the Trustee, as assignee of the Issuer, shall be credited against any payments required to be made pursuant to Section 4.1 hereof. Principal of, premium, if any, and interest on the Bonds shall be payable from payments made by the Company to the Trustee pursuant to Section 4.1 hereof and from payments of principal of, premium, if any, and interest on the First Mortgage Bonds delivered hereunder. Payments of principal of, premium, if any, or interest on the Bonds with moneys in the Bond Fund or in the Construction Fund constituting proceeds from the sale of the Bonds or earnings on investments made under the provisions of the Indenture shall be deemed to be like payments made pursuant to Section 4.1 hereof and payments with respect to the First Mortgage Bonds. Whenever the Bonds are redeemable in whole or in part, the Issuer will cause the same to be redeemed upon the request of the Company and the Company covenants and agrees to pay an amount equal to the applicable redemption price of such Bonds as a payment due pursuant to this Section 4.1 hereof and as prepayment of principal of and interest due on the First Mortgage Bonds.

Whenever payment or provision therefor has been made in respect of the principal of or interest on all or any portion of the Bonds in accordance with the Indenture (whether at maturity or upon redemption or acceleration), the obligation of the Company pursuant to Section 4.1 hereof shall be deemed satisfied and the First Mortgage Bonds shall be deemed paid to the extent such payment or provision therefor has been made and is considered to be a payment of principal or interest on the Bonds. If the Bonds are thereby deemed paid in full, the corresponding First Mortgage Bonds shall be cancelled and returned to the Company. Subject to the foregoing or unless the Company is entitled to a credit under this Agreement or the Indenture, all payments shall be in the full amount required under Section 4.1 hereof.

If the Company has deposited Government Obligations and obtained the release of First Mortgage Bonds pursuant to Section 802 of the Indenture, and thereafter Bonds become subject to redemption pursuant to Section 301(B)(2) of the Indenture and there are insufficient moneys available under the Indenture to effect such redemption, the Company covenants and agrees to pay to the Trustee for deposit in the Bond Fund any such deficiency amount as is necessary to redeem the Bonds on the date fixed for redemption.

Section 4.4 No Defense Or Set-Off.

The obligations of the Company to make the payments required under the First Mortgage Bonds and, with respect to premium on the Bonds required under Section 4.3 hereof, shall be absolute and unconditional without defense, recoupment or set-off by reason of any default by the Issuer under this Agreement or under any other agreement between the Company and the Issuer or for any other reason, including, without limitation, failure to complete the Project, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, condemnation, failure of title, or commercial frustration of purpose, or failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation to the Company, whether or not arising out of or connected with this Agreement, it being the intention of the parties that the payments required by the First Mortgage Bonds and, with respect to premium on the Bonds required under Section 4.3 hereof will be paid in full when due without any delay or diminution whatsoever.

Section 4.5 Assignment Of Issuer's Rights.

As security for the payment of the Bonds, the Issuer will, concurrently with the issuance of the Bonds, pledge and assign to the Trustee the Issuer's rights under this Agreement (except the right to receive payments, if any, under Sections 3.3(b)(i)(C), 5.3 and 6.4 hereof), including the right of the Issuer to receive the First Mortgage Bonds and the right to receive payments thereunder and hereby covenants and agrees with the Company to pledge,

assign and deliver the First Mortgage Bonds issued pursuant to Section 4.2 hereof to the Trustee. The Issuer directs the Company, and the Company agrees to pay to the Trustee at its principal corporate trust office, all payments on the First Mortgage Bonds and other payments due and payable to the Trustee hereunder. The Company will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Company and the Trustee or the Issuer.

The Issuer and the Company covenant and agree that the First Mortgage Bonds will at all times be (i) in fully registered (both principal and interest) form; (ii) registered in the name of the Trustee pursuant to the Assignment annexed hereto; (iii) non-transferable except as provided in the First Mortgage Indenture; and (iv) appropriately marked to indicate clearly the restrictions on the transfer thereof imposed by this Agreement.

Section 4.6 Payment Of Purchase Price.

To the extent not otherwise provided for herein, the Company agrees to pay or cause to be paid amounts sufficient to pay the purchase price of any Bond payable pursuant to Article IV of the Indenture.

Article V.

Special Covenants.

Section 5.1 Company To Maintain Its Corporate Existence; Conditions Under Which Exceptions Permitted.

The Company agrees that during the term of this Agreement it will maintain its corporate existence and its good standing in the State of Illinois, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more corporations to consolidate with it; provided, however, that the Company may, without violating the agreement contained in this Section 5.1, consolidate with or merge into another corporation or permit one or more corporations to consolidate with it, or sell or otherwise transfer to another corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided the resulting, surviving or transferee corporation, as the case may be, irrevocably and unconditionally assumes in writing, by means of an instrument which is reasonably satisfactory to and delivered to the Issuer and the Trustee, and agrees to perform all of the obligations of the Company herein.

Section 5.2 Trustee's And Paying Agent's Fees And Expenses.

The Company agrees to pay to the Trustee until the principal of, premium, if any, and interest on all the outstanding Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the provisions of the Indenture: (i) an amount equal to the reasonable annual fee of the Trustee for the Ordinary Services of the Trustee, as Trustee, rendered and its Ordinary Expenses incurred under the Indenture, as and when the same become due, (ii) the reasonable fees, charges and expenses of the Trustee and any other paying agent on the Bonds for acting as paying agent on the Bonds as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees, charges and expenses of the Trustee for the necessary Extraordinary Services rendered by it and Extraordinary Expenses incurred by it under the Indenture, as and when the same become due.

Section 5.3 Indemnification.

The Company agrees to pay, and to indemnify the Issuer or the Trustee, as the case may be, against, any and all liabilities, losses, damages, claims or actions of any nature whatsoever (including all reasonable attorneys' fees and expenses of the Issuer or the Trustee), incurred by the Issuer or the Trustee without bad faith arising from or in connection with the issuance of the Bonds or the performance or observance of the terms and conditions of this Agreement, the Indenture or the Tax Agreement, including, without limitation, (1) any injury to, or the death of, any person or any damage to property on the Project or upon adjoining sidewalks, streets or ways, or in any manner growing out of or connected with the use, nonuse, condition or occupation of the Project or any part thereof or resulting from the condition thereof or of adjoining sidewalks, streets or ways, (2) any other act or event occurring upon or affecting, any part of the Project, (3) violation by the Company of any contract, agreement or restriction affecting the Project or the use thereof of which the Company has notice and which shall have existed at the date hereof or shall have been approved by the Company or of any law, ordinance or regulation affecting the Project or any part thereof or the ownership, occupancy or use thereof, (4) liabilities, losses, damages, claims or actions arising out of the offer and sale of the Bonds or a subsequent sale or distribution of any of the Bonds, (5) liabilities, losses, damages, claims or actions arising out of the interest on the Bonds being includable in the gross income of the holders thereof for purposes of federal income taxation, (6) any warranty, representation or certificate made by the Issuer arising from the issuance of the Bonds of (7) any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of the trust provided for under the Indenture, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The Company hereby agrees that the Issuer and the Trustee shall not incur any liability to the Company, and shall be indemnified against all liabilities, in exercising

or refraining from asserting, maintaining or exercising any right, privilege or power given to the Issuer or the Trustee under the Indenture if the Issuer or the Trustee is acting without bad faith or in reliance upon a written request of the Authorized Company Representative. The covenants of indemnity by the Company contained in this paragraph shall extend to the Issuer and the Trustee and to their respective officers, employees, attorneys and agents and shall survive the termination of this Agreement.

The foregoing provisions of this Section 5.3 relate to the Issuer in its capacity as issuer of the Bonds and not to any activities or actions growing out of the performance of the Issuer's other governmental functions.

The Company agrees to pay to, or on behalf of, the Issuer or the Trustee such reasonable costs and expenses as may be incurred by (i) the Issuer in performing its covenants under this Agreement and (ii) the Issuer or the Trustee in performing the covenants under the Indenture, to the extent not paid from the proceeds of any Bonds.

Section 5.4 Tax-Exempt Status Of The Bonds.

The Company covenants and agrees that it has not taken, permitted to be taken or omitted to take and will not take, permit or omit to take, and the Issuer covenants and agrees that, to the best of its knowledge, it has not taken or omitted to take and will not knowingly take or omit to take, any action within its power which results or will result in interest paid on any of the Bonds being included in gross income of the Owners of the Bonds for purposes of federal income taxation; provided, however, that such covenant and agreement shall not require either the Company or the Issuer to enter an appearance in or intervene in any administrative, legislative or judicial proceeding in connection with any changes in applicable laws, rules, regulations, or decisions of any court or administrative agency or other governmental body affecting the taxation of interest on the Bonds; and provided further that neither the Company nor the Issuer shall have violated this covenant if the interest on any of the Bonds becomes includable in federal gross income of a person who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code.

The Company covenants and agrees to notify the Trustee and the Issuer of the occurrence of any event of which the Company has notice and which event would cause any of the Bonds to become subject to redemption pursuant to the Indenture as a result of interest thereon becoming includable for federal income tax purposes in the gross income of any Owner thereof.

Section 5.5 Redemption Of Bonds.

If the Company is not in default in the payments under Section 4.2 hereof, the Issuer, upon reasonable assurance from the Company that the Company shall make sufficient funds available, at the request at any time of the Company and if the same are then callable, shall forthwith take all steps that may be necessary under the provisions of the Indenture to effect redemption of all or part of the then outstanding Bonds, as may be specified by the Company, on the redemption date specified by the Company and on which such redemption may be made under such applicable provisions.

Section 5.6 Taxes And Governmental Charges.

The Company will promptly pay, as the same become due, all lawful taxes, assessments and governmental charges of any kind whatsoever including, without limitation, any tax equivalent required by the laws of the State of Illinois or income, profits, property and excise taxes levied or assessed by federal, state or any municipal government upon the Issuer with respect to the Project or any part thereof or any payments under this Agreement. The Issuer agrees to give the Company prompt notice of any such assessments or governmental charges.

The Company may, at its expense and in its own name and behalf or in the name and behalf of the Issuer, if it is a necessary party thereto, in good faith contest any such taxes, assessments and other charges and, in the event of any contest, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of any such contested item shall be effectively stayed.

Article VI.

Events Of Default And Remedies.

Section 6.1 Events Of Default Defined.

The following shall be "events of default" under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to pay when due amounts sufficient to pay interest on the First Mortgage Bonds and the continuation of such failure for a period of sixty (60) days.

(b) Failure by the Company to pay when due amounts sufficient to pay principal of the First Mortgage Bonds.

(c) Any material breach by the Company of any representation or warranty made in this Agreement or failure by the Company to observe or perform any covenant, condition or agreement on its part to be observed or performed (excluding the covenants, representations or warranties the breach of which results or would result in the mandatory redemption of the Bonds under the Indenture as a result of interest thereon becoming includable for federal income tax purposes in the gross income of any Owner thereof), other than as referred to in subsection (a) or (b) of this section, for a period of sixty (60) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Company by the Trustee or the Issuer, unless (i) the Trustee and the Issuer shall agree in writing to an extension of such time prior to its expiration or (ii) if the breach or failure be such that it can be corrected but not within the applicable period, corrective action is instituted by the Company within the applicable period and diligently pursued until the breach or failure is corrected.

(d) If the Company shall be adjudicated a bankrupt by any court of competent jurisdiction or shall file a voluntary petition in bankruptcy or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they become due; or if the Company shall consent to the appointment of a receiver or trustee of all or a substantial part of the property subject to the First Mortgage Indenture; or if the Company shall file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, or any other applicable law or statute of the United States of America or of any state thereof; or if the Company shall file a petition to take advantage of any insolvency act; or if, during a period of sixty (60) days following (1) the entry of an order approving a petition of some person other than the Company, seeking reorganization of the Company under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, or (2) the appointment of a trustee or a receiver of all or a substantial part of the property subject to the First Mortgage Indenture, such order or appointment of a trustee or receiver shall not be vacated or shall not be stayed on appeal or otherwise or shall not have otherwise ceased to continue in effect; or if judgment for the payment of moneys in excess of the sum of $100,000 shall be rendered against the Company and such judgment shall remain unsatisfied and execution thereon shall remain unstayed for a period of sixty (60) days after the entry of such judgment or such judgment shall remain unsatisfied for a period of sixty (60) days after the termination of any stay of execution thereon entered within such sixty (60) day period.

(e) Failure by the Company to pay when due amounts sufficient to pay the premium, if any, due on the Bonds.

(f) Failure by the Company to pay or cause to be paid when due amounts sufficient to pay the purchase price of any Bond payable pursuant to Article IV of the Indenture.

The foregoing provisions of Section 6.1(c) are subject to the following limitations: if by reason of force majeure the Company is unable in whole or in part to carry out its agreements on its part herein contained other than the obligations on the part of the Company contained in Sections 4.2, 4.3, 5.2 and 5.3 hereof the Company shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of Illinois or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; volcanic eruptions; fires; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; failure of suppliers; or any other cause or event not reasonably within the control of the Company. The Company agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Company unfavorable to the Company.

Section 6.2 Remedies On Default.

Upon the occurrence of an event of default described in Section 6.1(a) or Section 6.1(b) hereof, the Trustee, as the Issuer's assignee and as holder of the First Mortgage Bonds, shall have the remedies provided in the First Mortgage Indenture for holders of Bonds issued thereunder as set forth in Article X thereof.

Any waiver of an event of default under the First Mortgage Indenture which constitutes an event of default under Section 6.1(a) or Section 6.1(b) hereof shall constitute a waiver of an event of default under this Agreement.

Upon the occurrence and continuance of an event of default referred to in Section 6.1 hereof, the Trustee, as assignee of the Issuer, may also take any one or more of the following remedial steps:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Issuer, and require the Company to carry out any agreements with or for the benefit of the Owners of the Bonds and to perform its duties under this Agreement and the First Mortgage Bonds; and

(b) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Issuer.

Any amounts collected pursuant to action taken under this Section 6.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), to the Company.

Section 6.3 No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Issuer or the Trustee (as assignee of the Issuer) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission 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 thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee (as assignee of the Issuer) to exercise any remedy reserved to it in this article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 6.4 Agreement To Pay Attorneys' Fees And Expenses.

In the event the Company should default under any of the provisions of this Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of the indebtedness hereunder or the enforcement or performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the Trustee, the Issuer or, if so directed by the Issuer, to the attorneys for the Issuer the reasonable fee of such attorneys and such other expenses so incurred by or on behalf of the Issuer or the Trustee.

Section 6.5 No Additional Waiver Implied By One Waiver; Consents To Waivers.

In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be effective unless in writing and signed by the party making the waiver. The Issuer shall have no power to waive any default hereunder by the Company without the consent of the Trustee to such waiver. Notwithstanding the foregoing, if, after the acceleration of the maturity of the outstanding Bonds by the Trustee pursuant to Section 902 of the Indenture, all arrears of interest on the outstanding Bonds and interest on overdue installments of interest (to the extent permitted by law) at a rate per annum which is equal to the rate per annum borne by the Bonds in respect of which such default shall have occurred and the principal and premium (if any) on all Bonds then outstanding which have become due and payable otherwise than by acceleration, and all other sums payable under the Indenture, except the principal of and the interest on such Bonds which by such acceleration shall have become due and payable, shall have been paid, all other things shall have been performed in respect of which there was a default, there shall have been paid the reasonable fees and expenses of the Trustee and of the owners of such Bonds, including reasonable attorneys' fees paid or incurred and such event of default under the Indenture shall be waived by the Trustee with the consequence that under Section 902 of the Indenture such acceleration is rescinded, then the Company's default hereunder shall be deemed to have been waived by the Trustee (as assignee of the Issuer) and no further action in accordance with the Indenture or consent by the Trustee or the Issuer shall be required.

Article VII.

Miscellaneous.

Section 7.1 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns, subject, however, to the limitations contained in Section 5.1 hereof.

Section 7.2 Execution Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that for purposes of perfecting a lien or

security interest in this Agreement by the Trustee, whether under Article 9 of the Uniform Commercial Code of the State of Illinois or otherwise, only the counterpart delivered to, and receipted by, the Trustee shall be deemed the original.

Section 7.3 Amendments, Changes And Modifications.

Subsequent to the initial issuance of the Bonds and prior to payment or provision for the payment of the Bonds in full (including interest and premium, if any, thereon) in accordance with the provisions of the Indenture, this Agreement may not be amended, changed, modified, altered or terminated except as provided in Article XIII of the Indenture.

Section 7.4 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.5 Amounts Remaining In Bond Fund.

Any amounts remaining in the Bond Fund after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), and the fees, charges and expenses of the Issuer and the Trustee and all other amounts required to be paid under this Agreement and the Indenture shall be paid promptly to the Company by the Trustee, except as otherwise provided in Section 609 of the Indenture.

Section 7.6 Notices.

All notices, certificates and other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as follows: if to the Issuer, at City Hall, Chicago, Illinois 60602, Attention: City Clerk and City Comptroller, with a copy to the Corporation Counsel; if to the Company, at [122 South Michigan Avenue, Chicago, Illinois 60603], Attention: Secretary and Treasurer; if to the Trustee, at One First National Plaza, Suite 0126, Chicago, Illinois 60670, Attention: Corporate Trust Department. A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Company to any of the others shall also be given to the Trustee. The Issuer, the Company and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 7.7 Assignment.

This Agreement may not be assigned by either party without the consent of the other, except that the Issuer shall assign to the Trustee its rights under this Agreement as provided in Section 4.5 hereof and the Company may assign its rights hereunder to any transferee or any surviving or resulting corporation pursuant to Article XIV of the First Mortgage Indenture.

Section 7.8 Further Assurances.

The Company agrees and undertakes to perform any and all obligations of the Company and the Issuer under and pursuant to Section 910 of the Indenture.

Section 7.9 Applicable Law.

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

Section 7.10 Term Of The Agreement.

This Agreement shall be in full force and effect from its date to and including such date as all of the Bonds issued under the Indenture shall have been fully paid or retired (or provision for such payment shall have been made as provided in the Indenture), provided that (i) the covenants of the Company contained herein relating to the tax-exempt status of the Bonds and (ii) Section 5.3 hereof, shall survive termination of this Agreement.

Section 7.11 Delegation Of Issuer's Duties.

It is agreed that under the terms of this Agreement and also under the terms of the Indenture, the Issuer has delegated certain of its duties hereunder to the Company and the Trustee. The fact of such delegation shall be deemed sufficient compliance by the Issuer to satisfy the duties so delegated and the Issuer will not be liable in any way by reason of acts done or omitted by the Company, an Authorized Company Representative or the Trustee. The Issuer shall have the right at all times to act in reliance upon the authorizations, representations or certificates of an Authorized Company Representative or the Trustee.

In Witness Whereof, The Issuer and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

City of Chicago, Illinois

By: _____
City Comptroller

[Seal]

Attest:

_____
City Clerk

The Peoples Gas Light and Coke Company

By: _____

Its: _____

[Seal]

Attest:

_____

Its: _____

Contract Of Purchase.

City Of Chicago, Illinois

$50,000,000

Gas Supply Refunding Revenue Bonds,

1995 Series A.

(The Peoples Gas Light And Coke Company Project)

_____, 199__.

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

The Peoples Gas Light and Coke Company
122 South Michigan Avenue
Chicago, Illinois 60603

Ladies and Gentlemen:

The undersigned (collectively, the "Purchasers"), offer to enter into this Contract of Purchase with the City of Chicago, Illinois, a municipal corporation and home rule unit of government of the State of Illinois (the "Issuer"), and The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company"). Upon the acceptance of this offer by the Issuer and the Company and the execution of this Contract of Purchase by the Issuer and the Company, this Contract of Purchase will become effective and a binding agreement among the Issuer, the Company and the Purchasers.

Section 1. Purchase And Sale Of The Bonds; Delivery By Purchasers Of Official Statement.

On the basis of the warranties, representations and agreements contained herein, but subject to the terms and conditions herein set forth, including, without limitation, Section 10 hereof, the Purchasers agree, severally and not jointly, to purchase from the Issuer, and the Issuer agrees to issue and sell to the Purchasers, at a purchase price of one hundred percent (100%) of

the principal amount thereof plus accrued interest from _____ 1, 1995 to the Closing Date (as hereinafter defined), all of the $50,000,000 aggregate principal amount of City of Chicago, Illinois Gas Supply Refunding Revenue Bonds, 1995 Series A (The Peoples Gas Light and Coke Company Project) (the "Bonds"). Each of the Purchasers agrees, severally and not jointly, to purchase from the Issuer the respective amounts of Bonds set forth opposite its name in Schedule I hereto.

The Bonds shall bear interest at the rate, shall mature on the date and shall be as described in the draft of the Official Statement of the Issuer (as defined in Section 3 of this Contract of Purchase) attached hereto as Schedule II. The Bonds shall be issued and secured pursuant to an Indenture of Trust dated as of _____ 1, 1995 (the "Indenture"), between the Issuer and The First National Bank of Chicago, as Trustee (the "Trustee"). Concurrently with the execution and delivery of the Indenture, there is to be executed and delivered a supplemental indenture for the First and Refunding Mortgage Bonds, Series __, to be dated as of _____1, 1995 (the "First Mortgage Supplemental Indenture"), supplementing the Company's Mortgage Indenture dated January 2, 1926 (said Mortgage Indenture as heretofore supplemented and amended being hereinafter called the "Mortgage"). Concurrently with the issuance and sale of the Bonds, the Company will deliver to the Trustee its First and Refunding Mortgage Bonds, Series __ (the "First Mortgage Bonds"), as provided in the Loan Agreement dated as of _____ 1, 1995, between the Company and the Issuer (the "Agreement").

Section 2. Payment And Delivery.

Payment of the purchase price for the Bonds shall be made by wire transfer or by certified bank check or draft payable to the order of the Trustee, for the account of the Issuer, in federal or other immediately available funds for deposit under the terms of the Indenture, delivered to the Trustee at its offices in Chicago, Illinois on _____, 199__, or at such other place and time not later than seven (7) full business days thereafter as the Purchasers and the Issuer, with the consent of the Company, determine, but in no event later than _____, 199__, against delivery of the Bonds to the Purchasers for the accounts of the Purchasers in New York, New York, such time of payment and delivery being herein referred to as the "Closing Date". The Bonds so to be delivered will be in definitive fully registered form, bearing the appropriate C.U.S.I.P. number, in the form of a single typewritten Bond registered form, registered in the name of Cede & Co. and will be made available at least forty-eight (48) hours prior to the Closing Date at the offices of the Depository Trust Company in New York, New York. On the Closing Date, the Purchasers shall receive an underwriting fee in the amount of $_____ payable by the Company by wire transfer or certified bank check in federal or other immediately available funds to the order of _____ for the account of the Purchasers.

Section 3. Representations Of The Issuer.

(a) The Issuer is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population of more than 25,000 and is a home rule unit of government under Section 6(a) of Article VII of said Constitution. Pursuant to its power as a home rule unit of government, the Issuer is authorized to issue the Bonds for the purpose of providing funds to pay the costs of the Project and to pledge the revenues received pursuant to the Loan Agreement and the First Mortgage Bonds as security for the payment of the principal of and interest on the Bonds.

(b) The Issuer has full power and authority as a home rule unit of government to consummate all of the transactions contemplated by the Contract of Purchase, the Bonds, the Indenture and the Loan Agreement and any and all other agreements relating thereto, and to issue, sell and deliver the Bonds to the Purchasers as provided herein.

(c) The distribution of the Preliminary Official Statement dated _____, 199__ relating to the Bonds (the "Preliminary Official Statement") and the distribution of a final official statement to be dated the the date hereof (such financial official statement being hereinafter referred to as the "Official Statement") were approved by the Issuer pursuant to an ordinance passed on _____, 199__. The Issuer has authorized the Official Statement and the Preliminary Official Statement to be used in connection with the sale and distribution of the Bonds by the Purchasers.

(d) The Issuer represents to the several Purchasers and the Company that, as of the date hereof, the statements contained in the Official Statement under the caption "The Issuer", insofar as they relate to the Issuer, do not, and as of the Closing Date will not, include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are or were made, not misleading.

(e) The Issuer has duly authorized all necessary action to be taken by it for the execution, delivery, receipt and due performance of this Contract of Purchase, the Bonds, the Indenture and the Agreement.

(f) To its knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity of the Bonds, the Indenture, the Agreement, this Contract of Purchase or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions described hereby or by the Official Statement.

(g) To its knowledge, the execution and delivery of this Contract of Purchase, the Bonds, the Indenture, the Agreement and the other agreements described herein and by the Official Statement, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a material breach of or a material default under any court or administrative decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Issuer is a party.

(h) To its knowledge, the Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(i) Any certificate signed by any of the authorized officers of the Issuer and delivered to the Purchasers shall be deemed a representation by the Issuer to the Purchasers as to the statements made therein.

Section 4. Covenants Of The Issuer.

The Issuer covenants and agrees with the several Purchasers and the Company that:

(a) The Issuer directs and designates the Company to provide, or cause to be provided, to the Purchasers as soon as practicable after the date of the acceptance and approval of this Contract of Purchase by the Issuer and the Company (but, in any event, not later than within seven business days after such date and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Purchasers in such quantity as the Purchasers shall request in order for the Purchasers to comply with paragraph (b)(4) of Rule 15c2-12 (the "Rule") under the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and the rules of the Municipal Securities Rulemaking Board.

(b) The Issuer will cooperate with Counsel for the Purchasers in obtaining the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Purchasers designate, and will cooperate in continuing such qualifications in effect so long as required for the initial distribution of the Bonds; provided that the Issuer shall not be required to consent to service of process or qualify as a foreign corporation in any state and any expenses and costs shall be paid by the Company.

(c) The Issuer will not authorize any amendment or supplement of the Official Statement without the consent of the Purchasers and the Company, which consent shall not be unreasonably withheld. At any time from and after the date hereof and for so long as any Purchaser is required to send an Official Statement to a customer pursuant to paragraph (b)(4) of

the Rule but in no event later than one hundred twenty (120) days from the Closing Date, the Issuer will advise the Purchasers and the Company within a reasonable time of the institution of any proceedings to which it is a party or of which it has knowledge by any governmental agency or otherwise affecting the use of the Official Statement in connection with the sale and distribution of the Bonds.

(d) If, in connection with the initial distribution of the Bonds, at any time from and after the date hereof and for so long as any Purchaser is required to send an Official Statement to a customer pursuant to paragraph (b)(4) of the Rule, but in no event later than one hundred twenty (120) days after the Closing Date, any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer, upon request of the Company or the Purchasers, will cooperate in preparing an amendment or supplement which will correct such statement or omission.

The liability of the Issuer under any and all of the documentation executed in connection with the issuance of the Bonds shall not constitute its general obligation. Recourse against the Issuer under the Indenture and/or any other documentation executed in connection with the issuance of the Bonds shall be had only against the sources of payment specified in the Indenture. It is expressly understood that the Issuer shall not otherwise be obligated and that none of its officials or employees shall be in any way obligated for any costs, expenses, fees or other obligations or liabilities incurred or imposed in connection with the Bonds, whether incurred prior to or after the Closing Date, and that recourse against the Issuer and its officials or employees shall be limited, solely and exclusively, as specified in Section 205 of the Indenture.

Section 5. Representations And Warranties Of The Company.

The Company represents and warrants to and agrees with the several Purchasers and the Issuer that:

(a) The Company (i) is a corporation duly incorporated, presently existing and in good standing in the State of Illinois, (ii) is duly qualified to transact business and is in good standing in every state where its ownership of property or the conduct of business requires that it be so qualified, (iii) is not in violation of any provision of its charter or its bylaws or in default under any consent decree, or in default with respect to any material provision of any lease, loan agreement, franchise, license, permit or other contract obligation to which it is a party, and there does not exist any state of facts which constitutes an event of default as defined

in such documents or which, with notice or lapse of time or both, would constitute such an event of default, in each case, except for defaults which neither singly nor in the aggregate would have a material adverse effect upon the condition (financial or otherwise), results of operations, business or properties of the Company, (iv) has full corporate power to own its properties and conduct its business, (v) is not currently in default as to principal or interest on any obligation, (vi) has full legal right, power and authority to enter into the Agreement and the First Mortgage Supplemental Indenture and to issue its First Mortgage Bonds and consummate all transactions contemplated by the Agreement, the First Mortgage Supplemental Indenture and this Contract of Purchase, and (vii) by proper corporate action has duly authorized the execution and delivery of the Agreement, the First Mortgage Supplemental Indenture and this Contract of Purchase. A certified copy of the First Mortgage Indenture (other than the supplements thereof) and the First Mortgage Supplemental Indenture and a photocopy of the First Mortgage Bond as executed will be delivered to the Purchasers by the Company on the Closing Date.

(b) The Company has previously delivered to the Purchasers a true and complete copy of its charter and bylaws, and said charter and bylaws have not been modified or amended and are in full force and effect as of the date hereof.

(c) The Preliminary Official Statement was deemed by the Company to be final as of its date for purposes of the Rule, except for the omission of information described in paragraph (b)(1) of the Rule.

(d) The information in Appendix B (including all material incorporated by reference therein) to the Official Statement (hereinafter referred to as the "Appendix") and under the headings "Introductory Statement", "The Use of Proceeds", "The Series A Bonds", "The First Mortgage Bonds and the First Mortgage Indenture", "The Agreement" and "The Indenture" in the Official Statement will be accurate as of the date of the Official Statement (or in the case of material incorporated by reference as of the date such information is stated to be given) in all material respects for the purpose for which its use is authorized, and such information will not include as of the date of the Official Statement (or in the case of material incorporated by reference as of the date such information is stated to be given) or as of the Closing Date any untrue statement of a material fact or omit to state any material fact which should be included therein for the purpose for which it is to be used or which is necessary to make such statements and information therein, in the light of the circumstances under which they are or were made, not misleading. The Company hereby consents to the use by the Purchasers of the Official Statement containing such statements and information, and confirms that it has similarly consented to the use of the Preliminary Official Statement for such purpose prior to the availability of the Official Statement. The Company

further represents and warrants that the consummation of the transactions contemplated in the Official Statement herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the Company is now a party.

(e) The accountants who have expressed their opinions with respect to the financial statements and schedules of the Company included or incorporated by reference in the Official Statement are independent accountants within the meaning of the Securities Act of 1933 (the "Securities Act").

The financial statements and schedules of the Company included or incorporated by reference in Appendix B to the Official Statement present fairly the financial position of the Company as of the respective dates of such financial statements, and the results of operations and cash flows of the Company for the respective periods covered thereby, all in conformity with generally accepted accounting principles consistently applied throughout the periods involved, except as disclosed therein; and the supporting schedules included in the documents incorporated by reference in Appendix B to the Official Statement present fairly the information required to be stated therein. The financial information set forth in the Official Statement under "Appendix B -- The Peoples Gas Light and Coke Company -- Certain Consolidated Financial Information" presents fairly the information set forth therein.

(f) The Company has not, since September 30, 1994, incurred any material liabilities and there has been no material adverse change in the financial position of the Company other than as set forth in the Official Statement.

(g) The Company will not take or omit to take any action which will result in the proceeds from the sale of the Bonds being applied in a manner inconsistent with the provisions of the Indenture or the Loan Agreement.

(h) Except as set forth in the Official Statement, there is no action, suit or proceeding, or, to the knowledge of the Company, any inquiry investigation at law or in equity or before or by any public board or body pending or, to its knowledge, threatened against or affecting the Company, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the condition (financial or otherwise), results of operations, business or properties of the Company or the transactions described herein or in the Official Statement or on the validity or enforceability of the Bonds, the Agreement, the First Mortgage Supplemental Indenture or this Contract of Purchase.

(i) The Agreement, the First Mortgage Supplemental Indenture and this Contract of Purchase, when executed and delivered by the Company, will be the legal, valid and binding obligations of the Company enforceable against it in accordance with their terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(j) The execution and delivery of this Contract of Purchase and the Documents to which the Company is a party, have been duly authorized by the Company, and such execution and delivery, and the performance by the Company of its obligations thereunder and hereunder, do not and will not violate the Company's charter or bylaws, or any court order by which the Company is bound, and such actions do not and will not constitute a default under any agreement, indenture, mortgage, lease, note or other obligation or instrument to which the Company is a party, or violate any order, rule or regulation applicable to the Company of any court or regulatory body, administrative agency or other governmental body having jurisdiction over the Company or any of its properties, or any order of any court or governmental agency or authority entered in any proceeding to which the Company was or is now a party or by which it is bound, and, other than such as have previously been obtained and are in full force and effect, no approval or other action by any governmental authority or agency is required in connection with the execution, delivery and performance thereof.

(k) The Company is eligible as an issuer to file registration statements relating to its non-convertible debt securities on Form S-3 under the Securities Act of 1933, as amended (the "Securities Act").

(l) The Company has filed all documents with the Securities and Exchange Commission that it has been required to file pursuant to Section 13, 14 or 15(d) of the Exchange Act on or prior to the date hereof.

(m) The conduct of the business of the Company is in compliance in all respects with applicable federal, state and local laws and regulations, except where the failure to be in compliance would not have a material adverse effect upon the condition (financial or otherwise), results of operations, business or properties of the Company. The Company has valid and sufficient grants, franchises, miscellaneous permits and easements, free from unduly burdensome restrictions, adequate for the conduct of its business.

Section 6. Covenants Of The Company.

The Company covenants and agrees with the several Purchasers and the Issuer that:

(a) The Company will advise the Purchasers and the Issuer, promptly upon its obtaining knowledge thereof, of the institution of any proceedings by any governmental agency or otherwise affecting the use of the Official Statement in connection with the initial sale and distribution of the Bonds.

(b) If, in connection with the initial distribution of the Bonds, at any time from and after the date hereof and for so long as any Purchaser is required to send an Official Statement to a customer pursuant paragraph (b)(4) of the Rule, but in no event later than one hundred twenty (120) days after the Closing Date, any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Company promptly upon learning of such event, will cooperate in preparing an amendment or supplement which will correct such statement or omission.

(c) The Company accepts the direction and designation by the Issuer under Section 4(a) hereof and the Company will furnish or cause to be furnished to the Purchasers and the Issuer copies of the Preliminary Official Statement, the Official Statement and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Purchasers and the Issuer reasonably request. The foregoing notwithstanding, copies of the Official Statement shall be furnished to the Purchasers as soon as practicable after the date of the acceptance and approval of this Contract of Purchase by the Issuer and the Company (but, in any event, not later than within seven business days after such date and in sufficient time to accompany any confirmation that requests payment from any customer) in a form that is complete as of the date of its delivery to the Purchasers and in such quantities as the Purchasers shall request in order for the Purchasers to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

(d) The Company will cooperate with counsel for the Purchasers in obtaining the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Purchasers designate and will cooperate in continuing such qualification in effect so long as required for the distribution of the Bonds, but the Company will not be required to qualify to do business in any jurisdiction where it is not now so qualified.

(e) The Company will pay, or cause to be paid from the proceeds of the Bonds, all expenses incident to the performance of its obligations under this Contract of Purchase and the fulfillment of the conditions imposed hereunder, including but not limited to the cost of printing, engraving and

delivering the Bonds, the preparing and duplicating of this Contract of Purchase, the Indenture, the First Mortgage Supplemental Indenture, and related documents, the Preliminary Official Statement, the Official Statement and any amendments or supplements thereto, and the Agreement, in reasonable quantities for sales promotional purposes, costs incurred in connection with the delivery of same-day funds, and the reasonable fees and expenses of Bond Counsel and of counsel for the Issuer and will reimburse the Purchasers and Issuer for any expenses (including reasonable fees and disbursements of counsel) incurred by them in connection with qualification of the Bonds for sale and determination of their eligibility for investment under the laws of such jurisdictions as the Purchasers designate, and for any fees charged by investment rating agencies for the rating of the Bonds.

(f) The Company will deliver to the Issuer and the Purchasers upon request copies of documents of the Company incorporated by reference into the Official Statement and all documents to which Section 6(g) hereof refers at such times and in such quantities as are necessary to enable the Purchasers to satisfy requests for such information, and enable the Purchasers to make such documents available for inspection, as described in the Official Statement.

(g) During the period commencing on the date hereof and for so long as any Purchaser is required to send an Official Statement to a customer pursuant to paragraph (b)(4) of the Rule (but in no event later than one hundred twenty (120) days after the Closing Date), the Company will, promptly after filing any document with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act, furnish a copy thereof to the Issuer and the Purchasers.

[(h) The Company will pay a fee to the Issuer on the date of delivery of the Bonds (the "Closing Date") in an amount equal to $_____, by wire transfer or by certified check, in federal or other immediately available funds delivered to the Issuer on the Closing Date.]

Section 7. Representations And Warranties Of The Purchasers.

The Purchasers represent and warrant to and agree with the Issuer and the Company that:

(a) The information in the Official Statement in the final paragraph of the cover page thereof and under the caption "Underwriting" and any written information furnished by the Purchasers specifically for use in the Official Statement will be accurate as of the date of the Official Statement in all material respects for which its use is authorized, and such information will not include as of the date of the Official Statement or as of the Closing Date any untrue statement of a material fact or omit to state

any material fact which should be included therein for the purpose for which it is to be used or which is necessary to make such information, in light of the circumstances under which such information is presented, not misleading.

(b) The Purchasers will notify the Issuer and the Company as to when no Purchaser is required to send an Official Statement to a customer pursuant to paragraph (b)(4) of the Rule.

Section 8. Conditions Of The Obligations Of The Purchasers.

The obligations of the several Purchasers to purchase and pay for the Bonds will be subject to the accuracy, as of the respective dates of acceptance of this Contract of Purchase by the Company and the Issuer and as of the Closing Date as if made on the Closing Date, of the representations herein on the part of the Issuer and the Company; to the accuracy of the statements of officials of the Issuer and the Company made pursuant to the provisions hereof; to the performance by the Issuer and the Company of their respective obligations hereunder and to the following additional conditions precedent:

(a) the Indenture and the Agreement have been duly authorized, executed and delivered by the respective parties thereto and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchasers;

(b) the First Mortgage Supplemental Indenture, in substantially the form delivered to the Purchasers concurrently with the execution hereof, shall have been duly authorized, executed and delivered by the respective parties thereto and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchasers;

(c) subsequent to the Issuer's and the Company's acceptance of this Contract of Purchase and prior to the Closing Date:

(i) there shall not have occurred any change, or any development involving a prospective change not set forth in or contemplated by the Official Statement in or affecting particularly the business, properties, financial position, or results of operations of the Company which, in the reasonable judgment of the Purchasers, materially impairs the investment quality of the Bonds; or

(ii) the market price of the Bonds, or the market price of general credit or revenue obligations issued by states or political subdivisions thereof, or the market price of revenue obligations of the character of the Bonds shall (in the reasonable judgment of the Purchasers) not have been materially and adversely affected by reason of the fact that:

(A) legislation shall have been enacted by the Congress, or passed by either House of the Congress, or introduced in either House of the Congress with a proposed effective date prior to the Closing Date, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or

(B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or

(C) the Treasury Department of the United States or the Internal Revenue Service shall have made or proposed an order, ruling or regulation or shall have caused an official statement to be published in the *Federal Register* or any other official publication of the Treasury Department of the United States or the Internal Revenue Service,

in each such case with the purpose or effect, directly or indirectly, of causing such interests as would be received by the owners (other than a "substantial user" or "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended) of the Bonds to be includable in the gross income of such owners for purposes of federal income taxation or of imposing federal income taxation upon such payments as would be received by the Issuer under the Agreement or the First Mortgage Bonds; or

(iii) the marketability of the Bonds or their market price shall not have been, in the reasonable judgement of the Purchasers, materially adversely affected by (1) an outbreak or escalation of hostilities or other calamity or crisis, (2) a general suspension of or material limitation on trading on the New York Stock Exchange or other national securities exchange, the establishment of minimum prices on such exchange or the declaration of a general banking moratorium by the authorities of the United States or the State of Illinois, (3) a downgrading or withdrawal by a national rating service of a rating on the Bonds or any class of securities of the Company, or an announcement by such a service that it is considering such a downgrading or withdrawal, (4) an amendment or supplement to the Official Statement, or (5) the establishment of any new restrictions on transactions in securities materially affecting the free market for securities (including the imposition of any limitations on interest rates) or the extension of credit by, or the charge to the net capital requirements of, underwriters established by the New York Stock Exchange or other national securities exchange, the Securities Exchange Commission, any other federal or state agency or the United States Congress, or by Executive Order;

(d) between the date hereof and the Closing Date, no order, decree or injunction of any court of competent jurisdiction, nor any order, ruling, regulation or administrative proceeding by any governmental body or board shall have been issued or commenced, nor shall any legislation have been enacted, with the purpose or effect of prohibiting the issuance, offering or sale of the Bonds as contemplated hereby or by the Official Statement or prohibiting the execution or performance of the Indenture, the Agreement, the First Mortgage Supplemental Indenture or the Mortgage in accordance with their respective terms; and

(e) the Purchasers shall have received the following:

(i) Not later than the date of the acceptance of this Contract of Purchase, a letter from Arthur Andersen & Co., addressed to the Purchasers, dated not later than the date of the acceptance of this Contract of Purchase by the Company in substantially the form attached hereto as Exhibit A.

(ii) The unqualified approving opinions, dated the Closing Date, of Chapman and Cutler and Albert, Bates, Whitehead & McGaugh, Co-Bond Counsel, relating to the valid authorization and issuance of the Bonds and the tax-exempt status of the Bonds, with sufficient copies for each Purchaser and the Issuer, in substantially the form attached hereto as Exhibit B.

(iii) The supplementary opinions, dated the Closing Date and addressed to the Issuer and the Purchasers, of Co-Bond Counsel, in substantially the form attached hereto as Exhibit C.

(iv) An opinion, dated the Closing Date, of Corporation Counsel of the Issuer, to the effect that:

(A) the Issuer is a municipal corporation and home rule unit of government of the State of Illinois, duly organized and validly existing under Illinois law with all necessary power and authority to undertake the financing of the Project pursuant to the Agreement, to execute and deliver the Agreement and the Indenture, to perform and observe the terms of each such document, and to issue the Bonds;

(B) the ordinance authorizing the issuance of the Bonds was duly adopted by a quorum of the City Council of the Issuer at a meeting held in accordance with the requirements of Illinois law and procedural rules of the Issuer, and such ordinance remains in full force and effect on the date hereof;

(C) the Bonds, the Agreement and the Indenture have been duly authorized, executed and delivered by the Issuer and are legal, valid and binding obligations of the Issuer enforceable against the Issuer in

accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights and subject to the exercise of judicial discretion in accordance with general principles of law or equity applicable to those remedies;

(D) to the best of such counsel's knowledge, the execution and delivery and performance by the Issuer of the Bonds, the Agreement and the Indenture will not violate in a material manner any applicable judgment, order or regulation of any court or of any public or governmental agency or authority having jurisdiction over the Issuer and will not conflict in a material manner with or constitute a material breach of or a material default under any instrument to which the Issuer is a party or by which it or its properties are bound or to which it is subject;

(E) to the best of such counsel's knowledge, there is no litigation, proceeding or investigation pending or threatened against the Issuer which, if adversely determined, would adversely affect the validity of the Bonds, or materially adversely affect the validity of the Agreement or the Indenture or materially adversely affect the ability of the Issuer to perform and observe the terms of each such document or to issue the Bonds; and

(F) this Contract of Purchase has been duly authorized, executed and delivered by the Issuer and is a valid contract of the Issuer.

(v) A certificate or certificates, which may be based on a certificate of the Company, dated the Closing Date, executed by an official of the Issuer responsible for issuing the Bonds, in form and substance satisfactory to Co-Bond Counsel, as to the basis in fact of all of the expectations of the Issuer that the Issuer may certify under United States Treasury Regulations § 1.148-0 through § 1.148-11 or such other Regulations as may then be applicable with respect to the Bonds.

(vi) A certificate or certificates, dated the Closing Date, signed by the Mayor of the Issuer or such other officer of the Issuer satisfactory to Co-Bond Counsel and the Purchasers and in form and substance satisfactory to Co-Bond Counsel and the Purchasers in which such person, to the best of his knowledge, shall state that the representations and warranties of the Issuer in this Contract of Purchase are true and correct (except for immaterial details) as of the Closing Date; and that the Issuer has complied in all material respects with all agreements and satisfied in all material respects all conditions on its part to be performed or satisfied at or prior to the Closing Date.

(vii) An opinion, dated the Closing Date, and addressed to the Issuer and the Purchasers, of James Hinchliff, Esq., Senior Vice President and

General Counsel of the Company, or Peter H. Kauffman, Esq., Assistant General Counsel of the Company, to the effect that:

(A) the Company (i) has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Illinois, and (ii) has power and authority (corporate and other) to own its property and conduct its business as described in the Official Statement;

(B) this Contract of Purchase has been duly authorized, executed and delivered by the Company and is a valid obligation of the Company;

(C) the Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms (except to the extent limited by bankruptcy, insolvency or reorganization laws or by laws relating to or affecting the enforcement of creditors' rights and by general equity principles);

(D) the First Mortgage Bonds have been duly authorized, authenticated and delivered and are valid and legally binding obligations of the Company entitled to the benefits and security of the Mortgage and the First Mortgage Supplemental Indenture, enforceable in accordance with their terms (except to the extent limited by bankruptcy, insolvency or reorganization laws or by laws relating to or affecting the enforcement of creditors' rights and by general equity principles) and are secured equally and ratably with all other Bonds outstanding under the Mortgage except insofar as any sinking or other fund may afford additional security for the Bonds of any particular series;

(E) the First Mortgage Supplemental Indenture has been duly authorized, executed and delivered, and constitutes a valid and legally binding obligation of the Company enforceable in accordance with its terms (except to the extent limited by bankruptcy, insolvency or reorganization laws or by laws relating to or affecting the enforcement of creditors' rights and by general equity principles); and no authorization, vote, consent or action by the holders of any of the outstanding securities of the Company is necessary with respect thereto;

(F) the Mortgage constitutes, and together with the First Mortgage Supplemental Indenture, when the latter has been duly recorded, will constitute, the valid direct first mortgage lien such instruments purport to create upon the interest of the Company in the property and franchises therein described (except any which have been duly released from the lien thereof);

(G) without assuming responsibility for the accuracy, completeness, or fairness of the statements contained in the Official Statement except as expressly stated in such opinion, that he has no reason to believe that the Official Statement, insofar as it relates to the Project and use of proceeds of the Bonds, the Agreement, the Mortgage and First Mortgage Supplemental Indenture, the First Mortgage Bonds or Appendix B, or any amendment or supplement thereto, as of their respective issue dates and as of the Closing Date, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(H) all legally required proceedings in connection with the execution and delivery of the Agreement by the Company and the First Mortgage Supplemental Indenture by the Company and the authorization and issuance of the First Mortgage Bonds, and the use of the First Mortgage Bonds, by the Company in the manner set forth in the Agreement, have been completed and remain in effect, and all requisite action of public boards or bodies (other than in connection or in compliance with the provisions of the Securities or "Blue Sky" laws of any jurisdiction) as may be legally required with respect to such matters or matters related thereto has been taken and remains in effect, and the Company is exempt from the provisions of the Public Utility Holding Company Act of 1935 applicable to it, except Section 9(a)(2), with respect to such authorization, issuance and use;

(I) the Mortgage has been duly filed and recorded in all jurisdictions in which it is necessary to be filed and recorded in order to constitute a lien of record on the property subject thereto;

(J) except as to property acquired subsequent to the execution and delivery of the First Mortgage Supplemental Indenture, the Company has good and sufficient title to all the property described or referred to in and purported to be conveyed by the Mortgage (except such property as may have been disposed of and released from the lien thereof in accordance with the terms thereof), subject only to the lien of the Mortgage, to exceptions and reservations specifically set forth therein, to permissible encumbrances as therein defined; that the description of said property in the Mortgage is adequate to constitute a lien of mortgage thereon; that the Mortgage, subject only to exceptions and reservations specifically set forth therein and to permissible encumbrances, as aforesaid, constitutes a valid, direct first mortgage lien on said property, which includes substantially all of the fixed property of the Company, and on the franchises and permits of the Company pertaining to the operation of its property acquired by the Company after the execution and delivery of the First Mortgage Supplemental Indenture will, upon such acquisition, become subject to the lien of the Mortgage to the extent provided

therein, subject, however, to permissible encumbrances, to liens, if any, existing or placed thereon at the time of the acquisition thereof by the Company and to any rights or equities of others attaching under applicable local law in the absence of notice of the lien of the Mortgage by recordation or otherwise;

(K) the Company holds all franchises, certificates of public convenience, licenses and permits necessary to carry on the utility business in which it is engaged;

(L) the descriptions in the Official Statement of statutes, legal and governmental proceedings relating to the Company and contracts and other documents of the Company are accurate and fairly present the information required to be shown, it being understood that counsel need express no opinion as to the financial statements and other financial data contained in the Official Statement or the opinion set forth in Appendix B thereto; and

(M) the sale and delivery of the Bonds and the issuance and delivery of the First Mortgage Bonds and the execution and delivery of the Agreement do not require registration of the Bonds or the First Mortgage Bonds under the Securities Act of 1933, as amended (the "Securities Act"), and likewise do not require qualification of the Indenture or the First Mortgage Supplemental Indenture under the Trust Indenture Act of 1939, as amended.

(viii) A letter, dated the Closing Date, of Arthur Andersen & Co. which meets the requirements for clause (i) of this subsection, except that the procedures and inquiries covered by such letter shall be to a date not more than five (5) days prior to the Closing Date.

(ix) A certificate, dated the Closing Date, of the President, an Executive Vice President or a Vice President and a financial or accounting officer of the Company in which such officers, to the best of their knowledge after reasonable investigation, shall state that the representations and warranties of the Company in this Contract of Purchase are true and correct (except for immaterial details) as of the Closing Date, and that, subsequent to the date of the latest financial statements of the Company incorporated by reference in the Official Statement, there has been no material adverse change in the business, properties, financial position or results of operations of the Company except as set forth in or contemplated by the Official Statement or as described in such certificate.

(x) Evidence satisfactory to the Purchasers that the Bonds have been rated "Aa3" by Moody's Investors Service, Inc. and "AA-" by Standard & Poor's Corporation and neither of such ratings shall have been reduced or withdrawn;

(xi) Such opinion or opinions, dated the Closing Date, of Chapman and Cutler, with respect to the Indenture, the Agreement, the Mortgage, the First Mortgage Bonds, this Contract of Purchase, the First Mortgage Supplemental Indenture, the Official Statement and other related matters as the Purchasers may require; and such documents as Chapman and Cutler may reasonably request for the purpose of enabling them to pass upon such matters.

On or prior to the Closing Date, the Company will furnish the Purchasers with such conformed copies of such opinions, certificates, letters and documents as the Purchasers reasonably request.

Section 9. Indemnification.

(a) The Company agrees to indemnify and hold harmless the Issuer, each Purchaser, any member, director, officer, official or employee of the Issuer or the Purchaser, and each person, if any, who controls any Purchaser within the meaning of the Securities Act (collectively the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement or misleading statement or allegedly misleading or untrue statement of a material fact contained in the Official Statement except, with respect to the Issuer, information contained under the caption "The Issuer" and except, with respect to each Purchaser, under the captions "Underwriting" and "Tax Matters", or are caused by any omission or alleged omission from the Official Statement (other than in the material contained under the captioned sections above referenced) of any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided that, the indemnification contained in this paragraph shall not inure to the benefit of any Purchaser (or any person who controls the Purchaser) if (1) any such loss, claim, damage or liability suffered or incurred by the Purchaser (or any person who controls such Purchaser) resulted from an action, claim or suit by any person who purchased the Bonds which are the subject thereof from such Purchaser in the offering and (2) such Purchaser failed to deliver or provide a copy of the Official Statement to such person at or prior to the settlement of the sale of such Bonds in any case where such delivery is required.

(b) In case any action shall be brought against one or more of the Indemnified Parties based upon the Official Statement and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing, and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the

right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless (i) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Company and/or another or Indemnified Party, or the Indemnified Party and the Company may have conflicting interests which would make it inappropriate for the same counsel to represent them (it being understood, however, that the Company shall not be liable for the expenses of more than one separate counsel, representing all Indemnified Parties not having different or additional defenses or potential conflicting interests among themselves who are parties to such action), (ii) the Company shall not have employed counsel satisfactory to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of commencement of the action, or (iii) the Company has authorized the employment of counsel for the Indemnified Party at the expense of the Company. The Company shall not be liable for any settlement of any such action effected without the written consent of the Company by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein. Any losses, claims, damages, liabilities or expenses for which an Indemnified Party is entitled to indemnification or contribution as herein provided shall be paid by the Company to the Indemnified Party as such losses, claims, damages, liabilities or expenses are incurred.

(c) If the indemnification provided for (i) in paragraph (a) above is unavailable to any of the Indemnified Parties or (ii) in paragraph (d) below is unavailable to any of the Purchaser Indemnified Parties, in respect of any losses, claims, damages, liabilities or expenses referred to therein, then the Company or the Purchaser, as the case may be, shall, in lieu of indemnifying such Indemnified Parties or Purchaser Indemnified Parties, contribute to the amount paid or payable by such Indemnified Parties or Purchaser Indemnified Parties as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative benefits received by the Company or the Purchasers, as the case may be, from the offering of the Bonds. The relative benefits received by the Company and the Purchasers, respectively, shall be deemed to be in the same proportion as the total proceeds from the offering of the Bonds (before deducting expenses) received by the Company bear to the total compensation or profit (before deducting expenses) received or realized by the Purchasers from the purchase and resale, or underwriting, of the Bonds, respectively. If, however, the allocation hereinabove provided is not permitted by applicable law, then the Company or the Purchasers, as the case may be, shall contribute to such amount paid or payable by such Indemnified Parties or Purchaser Indemnified Parties in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company or

the Purchasers, as the case may be, in connection with the statements or omissions or alleged statements or omissions which resulted in such claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, the Purchasers or other party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Purchasers acknowledge that the Issuer did not participate in the preparation of the Official Statement except for the information under the heading "The Issuer" and that the Issuer has no knowledge, access to information or opportunity to correct or prevent statements or omissions except for the information under the heading "The Issuer". The Company, the Purchasers and the Issuer, respectively, agree that it would not be just and equitable if contribution pursuant to this paragraph (c) were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to above in this paragraph (c). The amount paid or payable by any Indemnified Parties or Purchaser Indemnified Parties as a result of the losses, claims, damages or liabilities referred to above in this paragraph (c) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Parties or Purchaser Indemnified Parties in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph (c), the Purchasers shall not be required to contribute any amount in excess of the amount by which the total price at which the Bonds underwritten by them and distributed to the public were offered to the public exceeds the amount of any damages which the Purchasers have otherwise been required to pay by reason of such untrue or allegedly untrue statement or omission or alleged omission. The provisions of this paragraph (c) shall not be construed so as to expand the nature or scope of the indemnification obligations or liabilities of the Company set forth in paragraphs (a) and (b) hereinabove or the Purchasers set forth in paragraphs (d) and (e) below.

(d) This Contract of Purchase is entered into by the Company and the Issuer on the understanding that the Purchasers will indemnify and hold harmless (with respect to the portions of the Official Statement set forth hereafter), and the Purchasers do hereby agree to indemnify and hold harmless the Company and the Issuer and each person, if any, who controls the Company and the Issuer (within the meaning of the Securities Act) (each a "Purchaser Indemnified Party"), against any losses, claims, damages, liabilities or expenses, joint or several, to which the Purchaser Indemnified Party may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or misleading statement or allegedly untrue or misleading statement of a material fact contained in the Official Statement or caused by any omission or alleged omission from the Official Statement of any material fact necessary in order to make the statements made therein, in

light of the circumstances under which they were made, not misleading, but only to the extent such losses, claims, damages, liabilities or expenses are caused by any such untrue or misleading statement or omission or allegedly untrue or misleading statement or omission that was made in the Official Statement in reliance upon and in conformity with the written information furnished by the Purchasers specifically for use in the preparation thereof. The Company and the Issuer acknowledge that the only information contained in the Official Statement provided by the Purchasers is the information contained under the caption "Underwriting".

(e) In case any action shall be brought against the Purchaser Indemnified Party based upon the Official Statement and in respect of which indemnity may be sought under subparagraph (d) above, the Purchaser Indemnified Party, shall promptly notify the Purchasers in writing and the Purchasers shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. The Purchaser Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Purchaser Indemnified Party unless (i) the Purchaser Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to those available to the Purchasers, or the Purchaser Indemnified Party, and the Purchasers may have conflicting interests which would make it inappropriate for the same counsel to represent them (it being understood, however, that the Purchasers shall not be liable for the expenses of more than one such separate counsel, (ii) the Purchasers shall not have employed counsel as provided above, to represent the Purchaser Indemnified Parties, within a reasonable time after notice of commencement of the action or (iii) the Purchasers have authorized the employment of counsel for the Purchaser Indemnified Parties at the expense of the Purchasers. The Purchasers shall not be liable for any settlement of any such action effected without the written consent of the Purchasers by a Purchaser Indemnified Party, but if settled with the written consent of the Purchasers, or if there be a final judgment for the plaintiff in any such action against a Purchaser Indemnified Party, or the Purchasers with or without the consent of the Purchasers, the Purchasers agree to indemnify and hold harmless the Purchaser Indemnified Party to the extent provided herein. Any losses, claims, damages, liabilities or expenses for which a Purchaser Indemnified Party is entitled to indemnification or contribution as herein provided shall be paid by the Purchasers to the Purchaser Indemnified Party as such losses, claims, damages, liabilities or expenses are incurred.

Section 10. Default Of Purchasers.

If any Purchaser or Purchasers default in their obligations to purchase Bonds hereunder, the other Purchasers shall be obligated, severally in the

proportion which their respective commitments hereunder bear to the total commitment of the non-defaulting Purchasers, which are obligated to purchase Bonds pursuant to this Section, to purchase all the Bonds which such defaulting Purchaser or Purchasers agreed but failed to purchase. The foregoing notwithstanding, _____ shall not be obligated to purchase Bonds in excess of its amount set forth in Schedule 1. In such event, the Company shall postpone the Closing Date (or the postponed Closing Date, if one shall have been fixed as provided in Section 2) to 10:00 A.M., Chicago time, on any business day within the next seven (7) full business days after the day originally specified for the Closing Date (or the postponed Closing Date, if one shall have been fixed as above provided) as requested by the Purchasers. Nothing herein will relieve a defaulting Purchaser from liability for its default.

Section 11. Survival Of Certain Representations And Obligations.

The respective agreements, representations and warranties and other statements of the Issuer, the Company, or their respective officials or officers and of or on behalf of the several Purchasers and the indemnities of the Company and the Purchasers set forth in or made pursuant to this Contract of Purchase will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Purchaser, the Issuer or any of its officials or employees, or the Company or any of its officers, directors or controlling persons, if any, and will survive delivery of and payment for the Bonds. If for any reason the purchase of the Bonds by the Purchasers is not consummated, the Company will pay its own costs and expenses and all costs and expenses of the kind which would have been paid out of the proceeds of the sale of the Bonds pursuant to Section 6(e) hereof if the Bonds had been sold to the Purchasers (provided, however, that any such payment shall be without prejudice to the Company's rights against any defaulting Purchaser), and the respective obligations of the Company and the Purchasers under Section 9 hereof shall remain in effect.

Section 12. Notices.

The Company shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of each of the Purchasers if the same shall have been made or given by the Purchasers jointly or by _____. All communications hereunder will be in writing, and will be hand delivered or telexed and, if telexed, confirmed by hand delivery or mail, if sent to the Purchasers, addressed to the Purchasers, c/o _____, Attention: _____, if sent to the Issuer, addressed to it at its address set forth above, Attention: Comptroller, or if sent to the Company, addressed to it at its address set forth above, Attention: Secretary and Treasurer. In each case a copy of any

communication sent by one party hereto to another shall be sent to the others at the addresses indicated in the preceding sentence.

Section 13. Representation Of Purchasers.

Any action under this Contract of Purchase taken by the Purchasers jointly or by _____ will be binding upon all the Purchasers.

Section 14. Counterparts.

This Contract of Purchase may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Successors.

This Contract of Purchase is made solely for the benefit of the Issuer, the Company, the Purchasers and, to the extent provided in Section 9 hereof, to any person who controls any Purchaser, to the officials and employees of the Issuer, to the officers and directors of the Company and to any person who controls the Company, and their respective successors. No other person, partnership, association, corporation or governmental body shall acquire or have any right under or by virtue hereof. The term "successors" shall not include any purchaser of Bonds from or through a Purchaser merely because of such purchase.

[Name Of Purchaser]

By: _____

Its: _____

[Name Of Purchaser]

By: _____

Its: _____

Accepted: _____ ____, 1995.

The Peoples Gas Light and Coke Company

By: _____

Its: _____

City of Chicago, Illinois

By: _____

Its: _____

Approved:

_____
Chairman, Committee on Finance,
Chicago City Council

Date: _____ ____, 1995.

[Exhibits "A", "B" and "C" referred to in this Contract of Purchase unavailable at time of printing.]

Schedule I referred to in this Contract of Purchase reads as follows:

Schedule I.
(To Contract Of Purchase)

1995 Series A Bonds.

AUTHORIZATION FOR RESTRUCTURE OF LOAN AND EXECUTION OF NEW LOAN TO NORTH CENTRAL LIMITED PARTNERSHIP FOR REHABILITATION OF BUILDING AT 127 -- 145 NORTH CENTRAL AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the restructuring of an existing loan, in the amount of $1,958,989 to North Central Limited Partnership and entering into a new loan, in an amount not to exceed $150,000, for the purpose of rehabilitating a building which is located at 127 -- 145 North Central Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 $8,733,707 of Community Development Block Grant funds (the "Multi-Program Funds") for its Multi-Family Loan Program (the "Multi-Program"), wherein 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, Pursuant to an ordinance enacted on June 22, 1988 and published at pages 14486 through 14491 of the Journal of Proceedings of the City Council of the City of said date (the "Prior Ordinance"), D.O.H. was authorized to make a loan in the principal amount of $2,285,000 to Circle Christian Development Corporation, an Illinois not-for-profit corporation ("C.C.D.C."), and City Lands Corporation, an Illinois corporation ("City Lands"), for the rehabilitation of an apartment building located at 127 -- 145 North Central Avenue in Chicago, Illinois (the "Property"); and

WHEREAS, Pursuant to the Prior Ordinance, the City made two loans, the first in the principal amount of $326,011 (the "First Loan") and the second in the principal amount of $1,958,989 (the "Original D.O.H. Loan"; collectively, the First Loan and the Original D.O.H. Loan being hereinafter referred to as the "D.O.H. Loans"), on July 21, 1988 to North Central Limited Partnership, an Illinois limited partnership (the "Borrower"), of which the general partners were City Lands and Austin Real Estate & Investment Corp., an Illinois corporation and a wholly-owned subsidiary of C.C.D.C.; and

WHEREAS, The First Loan has been paid in full; and

WHEREAS, The Borrower and the City have agreed to restructure the Original D.O.H. Loan pursuant to the terms set forth in Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of an additional loan to the Borrower in an amount not to exceed $150,000 (the "Loan") for additional rehabilitation of the Property, to be funded from Multi-Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto; 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 making of the D.O.H. Loans to the Borrower is hereby ratified and affirmed.

SECTION 3. 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 the 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 restructuring of the Original D.O.H. 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 Loan and the restructuring of the Original D.O.H. 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 4. 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 5. 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 6. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Original D.O.H. Loan:	Original Borrower:	North Central Limited Partnership, an Illinois limited partnership ("North Central"), with City Lands Corporation, an Illinois corporation ("City Lands"), and Austin Real Estate & Investment Corp., an Illinois corporation ("Austin"), as co-general partners.
	Closing Date:	July 21, 1988.
	Original Principal Amount:	$1,958,989.
	Original Principal Amount Plus Accumulated Interest as of April 12, 1995:	$1,991,979.
	Original Maturity Date:	February 1, 2021.
	Interest Rate:	1.5 percent per annum.

	Original Repayment Terms:	Annual payment of interest equal to the greater of 65% of the net operating cashflow of the Project (defined below) or $6,598; if in any year the net operating cashflow of the Project is less than $6,598, any unpaid portion of the $6,598 payment accumulates.
	Security:	Non-recourse loan; second mortgage on the building located at 127 -- 145 North Central Avenue, Chicago, Illinois (the "Property").
Restructured Terms of Original D.O.H. Loan:	Borrower:	North Central, with City Lands as sole general partner; Austin will be removed as a general partner.
	Principal Amount:	$1,958,989.
	Maturity Date:	February 1, 2021.
	Interest Rate:	0% per annum.
	Repayment Terms:	All unpaid principal plus all interest accrued and unpaid as of the date of closing of the restructuring will be due and payable on February 1, 2021.
	Security:	Non-recourse loan; second mortgage on the Property.
Additional D.O.H. Loan:	Borrower:	North Central, with City Lands as sole general partner.
	Project:	Rehabilitation of the Property containing 88 dwelling units contained therein as one-, two- and three-bedroom units for low- and moderate-income families.

Loan:	Source:	Multi-Program.
	Amount:	Not to exceed $150,000.
	Maturity Date:	February 1, 2021.
	Interest:	0% per annum.
	Security:	Non-recourse loan; third mortgage on the Property.
Additional Financing:	Amount:	Approximately $85,000.
	Source:	North Central.
TOTAL PROJECT COSTS:	Approximately $235,000.	

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).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

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

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY AGREEMENT WITH YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO FOR REHABILITATION OF PROPERTY AT 30 WEST CHICAGO AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into and execution of a loan and security agreement with the Y.M.C.A. of Chicago, for the purpose of rehabilitating 433 units in a single-room occupancy hotel located at 30 West Chicago Avenue, in the amount of $8,531,621, 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 Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 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. 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 may have available certain funds in Corporate Fund No. 100 (the "Corporate Fund") to be used as the local match of HOME Funds as required under the HOME Program; and

WHEREAS, The City may have available to it certain funds (the "Program Income") derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to the Board of Trustees of the Young Men's Christian Association of Chicago, an Illinois not-for-profit corporation (the "Borrower"), in an amount not to exceed $8,531,621 (the "Loan"), to be funded from HOME Funds, Corporate Funds and/or Program Income 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 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 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" referred to in this ordinance read as follows:

Exhibit "A".

Borrower:	Board of Trustees of the Young Men's Christian Association of Chicago, an Illinois not-for-profit corporation.	
Project:	Rehabilitation of a building located at 30 West Chicago Avenue (the "Property") and of 433 dwelling units contained therein as single-room occupancy units for low- and moderate-income persons.	
Loan:	Source:	HOME Program/Corporate Funds/ Program.
	Amount:	Not to exceed $8,531,621.
	Term:	Not to exceed 28 years.

		Interest:	3% per annum accruing during the first 10 years which may be forgiven during years 11 -- 15 under certain conditions; 0% per annum after the first 10 years.
		Security:	Non-recourse loan; second mortgage on the Property.
Additional Financing:	1.	Amount:	$1,900,000.
		Term:	10 years.
		Source:	Harris Trust and Savings Bank, or a financial institution acceptable to the Commissioner.
		Interest:	11.35% per annum.
		Security:	First mortgage on the Property.
	2.	Amount:	$500,000.
		Term:	25 years.
		Source:	Illinois Housing Development Authority ("I.H.D.A."), or a financial institution acceptable to the Commissioner.
		Interest:	3% per annum.
		Security:	Third mortgage on the Property.
	3.	Amount:	$500,000.
		Term:	25 years.
		Source:	I.H.D.A., or a financial institution acceptable to the Commissioner.
		Interest:	3% per annum.
		Security:	Fourth mortgage on the Property.

4. Grant: $250,000.

Source: Federal Home Loan Bank of Chicago, or a financial institution acceptable to the Commissioner.

TOTAL PROJECT COST: Approximately $11,681,621.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees which cover:

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).

Department Of Sewers.

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Water.

Tap Fees.

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

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

TERM EXTENSION GRANTED FOR LOAN TO MIDWEST LIMITED PARTNERSHIP FOR ACQUISITION AND REHABILITATION OF PROPERTY AT 6 NORTH HAMLIN AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

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, in the amount of $7,455,412, to Midwest Limited Partnership for rehabilitation of the property located at 6 North Hamlin Avenue, having had the same under

advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance (the "Prior Ordinance") enacted on November 10, 1994 and published at pages 59343 through 59348 of the Journal of Proceedings of the City Council of the City of Chicago (the "City") of said date, the City's Department of Housing ("D.O.H.") was authorized to provide a loan (the "Loan") to Midwest Limited Partnership, an Illinois limited partnership (the "Borrower"), with Holsten Real Estate Development Corporation, an Illinois corporation, as the sole general partner, in connection with the acquisition and rehabilitation by the Borrower of an apartment building located at 6 North Hamlin Avenue for use as low- and moderate-income housing; and

WHEREAS, The Prior Ordinance provided that the Loan would have a term not to exceed twenty-three (23) years; and

WHEREAS, The Borrower has requested that the term of the Loan be extended to not to exceed twenty-three (23) years, and D.O.H. has agreed to such request; now, therefore,

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

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

SECTION 2. The Prior Ordinance is hereby amended by extending the term of the Loan to a period of not to exceed thirty-three (33) years. All other terms and provisions of the Prior Ordinance shall remain in full force and effect.

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 provisions of this ordinance.

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

ESTABLISHMENT OF JOINT LENDER PROGRAM FOR REHABILITATION OF APARTMENT BUILDINGS FOR LOW- AND MODERATE-INCOME RESIDENTS.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the establishing of the Joint Lender Program for the purpose of rehabilitating apartment buildings for low- and moderate-income residents, 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 Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; 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. (the "Act"), authorizing, inter alia, the HOME Investment Partnership 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, Pursuant to the Act, HOME Funds may be used to provide loans to property owners to rehabilitate multi-unit residential buildings which will house persons of low- and moderate-income; and

WHEREAS, The City's Department of Housing ("D.O.H.") desires to use $2,000,000 of the HOME Funds allocated by H.U.D. to the City for the purpose of funding D.O.H.'s Joint Lender Program (the "Program"), pursuant to which the City will provide loans of less than $300,000 with an interest rate of zero to one percent and a maximum term of thirty (30) years (the "Loans") to property owners (the "Owners") for the purpose of rehabilitating residential buildings (the "Buildings") within the City which contain five (5) to ten (10) residential units; and

WHEREAS, In connection with the Program, D.O.H. desires to engage certain financial institutions, including but not limited to Community Investment Corporation, The First National Bank of Chicago, Harris Trust and Savings Bank, LaSalle National Bank and The Northern Trust Company (collectively, the "Financial Institutions"), for the purposes of underwriting the Loans and administering the construction review and architectural approvals of the rehabilitation of the Buildings, such services to be subject to certain approvals by D.O.H. as set forth in the Program; now, therefore,

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

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

SECTION 2. Subject to the approval of the Corporation Counsel, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized to execute and deliver (a) an agreement with each of the Financial Institutions, each such agreement to be in substantially the form and substance as the Joint Lender Program Financing Agreement attached hereto as Exhibit A and hereby made a part hereof, pursuant to which the Financial Institutions will assist D.O.H. in connection with the Program, and (b) loan agreements with Owners, and to execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loans and the terms and conditions of the Program.

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 from and after the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Joint Lender Program Financing Agreement.

This Joint Lender Program Financing Agreement (this "Agreement"), entered into this ____ day of _____, 1995, by and between the City of Chicago, Illinois (the "City"), a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois, by and through its Department of Housing ("D.O.H."), and _____, [an Illinois] [a national] banking association (the "Private Lender").

Recitals.

Whereas, D.O.H. was established on December 20, 1979 by ordinance of the City Council of the City (the "City Council"); and

Whereas, D.O.H. has the power and authority to act on behalf of the City and has as its primary purpose the revitalization of Chicago neighborhoods by improving the quality of housing through various rehabilitation and housing redevelopment programs; and

Whereas, The City has received an allocation of $26,673,000 of HOME Investment Partnerships Program (the "HOME Program") grant funds for federal fiscal year 1993 (the "1993 Funds"), pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq. (the "Act"), which authorizes the United States Department of Housing and Urban Development 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, Pursuant to the Act, HOME Funds may be used to provide loans to qualified applicants for the purpose of rehabilitating properties in which persons of low- and moderate-income will reside; and

Whereas, The City Council, pursuant to an ordinance passed on _____ 1995 (the "Ordinance"), has authorized the use of approximately $2,000,000 of the 1993 Funds to provide loans (the "Loans")

to qualified applicants for the purpose of rehabilitating residential properties (consisting of a minimum of five and a maximum of ten (10) units) in which persons of low- and moderate-income will reside (the "Program"); and

Whereas, In connection with the Program, D.O.H. desires to engage the Private Lender, in its capacity as [an Illinois] [a national banking] institution which is willing to make loan commitments to qualified Loan applicants, for the purposes of determining such applicant's need for a Loan and to assist the City in the implementation of the Program; and

Whereas, The Private Lender represents and warrants that it is ready, willing and able to undertake the services described herein pursuant to the terms and conditions set forth herein; and

Whereas, The execution of this Agreement has been authorized by the City Council pursuant to the Ordinance and by the Private Lender;

Now, Therefore, In consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Private Lender agree as follows:

Article I.

Incorporation Of Recitals.

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

Article II.

Definitions.

2.1 Definitions.

As used herein, the following terms shall have the following meanings, unless otherwise indicated:

"Agreement" shall mean this Joint Lender Program Financing Agreement by and between the City and the Private Lender, as from time to time supplemented, amended and restated.

"Application" shall mean the Loan application package completed by the Owner including but not limited to pro formas, the Private Lender's summary of the Owner's credit history, the City's economic disclosure statement completed by the Owner, a listing from the Owner of (i) the addresses of all buildings owned by the Owner in the City, (ii) the license plate numbers for all vehicles owned by the Owner and (iii) a list of any existing loans to the Owner from the City, and such other supporting documentation as shall be required by the City in its sole discretion and submitted to the Private Lender.

"Building" shall mean a residential building located within the corporate limits of the City and containing five (5) to ten (10) dwelling units.

"City" shall mean the City of Chicago, Illinois, and its successors and assigns.

"City Council" shall mean the City Council of the City, and its successors and assigns.

"Claims" shall mean any and all claims, demands, actions, notices, liens, suits, causes of action, complaints, enforcement actions, citations, notices of violation, legal or administrative proceedings, warnings or inquiries.

"Closing Date" shall mean the closing date of the Loan to the Owner.

"Costs" shall mean any and all costs, expenses, damages judgments, obligations, contributions, cost recovery compensation, penalties, fines or fees (including attorneys', experts' and consulting fees and disbursements and expenses incurred in investigating, defending or prosecuting any Claim).

"Debt Service" shall mean, for each Loan, payments of principal of and interest on both the Loan and the applicable Private Loan.

"Design Architect" shall mean that certain architect retained by the Owner to perform architectural and design services for the Project.

"D.O.H." shall mean the Department of Housing of the City, and any successor to such Department.

"Eligible Costs" shall mean any Project Costs for activities for which HOME Funds may be used, pursuant to the HOME Regulations in the exclusive determination of H.U.D..

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety

and the environment now or hereafter in force, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C.§9601, et seq.); (ii) any so-called "Superlien" Law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. §6902, et seq.); (v) the Clean Air Act (42 U.S.C. §7401, et seq.); (vi) the Clean Water Act (33 U.S.C. §1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); (viii) the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136, et seq.); (ix) the requirements of Executive Order 11738; (x) U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15); (xi) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (xii) the Municipal Code of Chicago.

"Escrow Account" shall mean, for each Loan and related Private Loan, that certain escrow account established by the City and the Private Lender with an escrow company to be mutually agreed upon by the parties hereto.

"Events of Default" shall have the meaning given to such term in Section 9.1 hereof.

"Family" shall have the meaning assigned to such term in 24 C.F.R. Section 812.2.

"General Contractor" shall mean that certain general contractor retained by the Owner to perform the Project work.

"HOME Funds" shall mean funds available to the City from the HOME Program.

"HOME Regulations" shall mean 24 C.F.R. Part 92, and such additional regulations, orders, rulings, interpretations and directives for the HOME Program as may be promulgated or issued by H.U.D. from time to time.

"H.U.D." shall mean the United States Department of Housing and Urban Development, and its successors and assigns.

"Initial Payment Date" shall mean, for each Loan, the date on which an initial payment of principal and interest is due under the Private Loan (provided, however, that such Initial Payment Date may, at the discretion of the Private Lender, be extended for delays beyond the control of the Owner, but in no event for a period exceeding one hundred twenty (120) days in the aggregate and in no event without the Private Lender first providing written notice to D.O.H. on or before any extension of such Initial Payment Date).

"Inspecting Architect" shall mean that certain architect retained by the Private Lender to perform the Inspecting Architect's services relating to the Project as described in this Agreement.

"Joint Lender Funds" shall mean the amount of $2,000,000 of 1993 Funds authorized by the City Council for use in the Program.

"Loan" shall mean a loan made by the City from the Joint Lender Funds to the Owner of a Building.

"Loan Documents" shall have the meaning given to such term in Section 3.2(f) hereof.

"Losses" shall mean injuries, Costs, Claims, liabilities and taxes (of any character or nature whatsoever, regardless of by whom imposed), and losses of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with the Owner, the Project, the Premises and/or the Loan Documents, including, but not limited to, (i) Claims for loss or damage to any property or injury to or death of any person asserted by or on behalf of any person, firm, corporation, governmental authority or other entity arising out of, resulting from, or in any way connected with the Project or the Premises, or the condition, occupancy, use, possession, conduct or management of, or any work done in, about or involving the Project or the Premises; or (ii) any Claim arising out of any performance by the City of any act required of it under any of the Loan Documents or requested by the Owner.

"Low-Income Family" shall mean a Family whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by H.U.D., and subject to 24 C.F.R. Section 92.203. Notwithstanding the foregoing, H.U.D. may establish an income ceiling that is higher or lower than eighty percent (80%) of the Chicago-area median income in accordance with 24 C.F.R. Section 92.252, and thereafter such income limit shall apply to this definition.

"Net Operating Income" shall mean, on a yearly basis, for each Building, gross revenues or receipts from tenants or other sources of income at or from such Building less reasonable expenses of operation of such Building (such expenses to be reviewed and approved by the Private Lender).

"Owner" shall mean one or more individuals, corporations, partnerships, associations, trusts or other entities which shall have, as of the closing of a Loan, legal title to the applicable Building (or if title is held in a land trust, one hundred percent (100%) of the beneficial interest therein); provided, however, that an "Owner" shall not include any officer, member or employee of the City or the spouse or minor child of any such officer, member or employee.

"Owner's Equity" shall mean the funds of an Owner, or such other equity approved through mutual agreement between the Private Lender and D.O.H., used to pay the amount of total Project Costs of a Building required to be paid by such Owner pursuant to Section 3.1(c) hereof, representing the difference between the total Project Costs and the sum of the Private Loan and the Loan.

"Person" shall mean an individual applying for or receiving a Loan.

"Private Funds" shall mean funds derived from a Private Loan and/or Owner's Equity.

"Private Lender" shall mean _____, and its successors and assigns, as such Private Lender is identified in the Economic Disclosure Statement attached hereto and hereby made a part hereof.

"Private Loan" shall mean a loan made to an Owner by the Private Lender to finance acquisition and/or rehabilitation of a Building.

"Project" shall mean the rehabilitation of the Building by the Owner.

"Project Costs" shall mean all costs, expenses and expenditures directly or indirectly incurred or anticipated to be incurred in completion of the Project including, but not limited to, real estate taxes, construction interest, amounts paid to contractors and tradesmen for labor and materials, and all other work, amounts paid for fixtures, title insurance premiums and charges, Design Architects' fees, surveyors' fees, attorneys' fees, permit, zoning and land use fees, management fees, consultants' fees, construction manager's fees, heat, electricity, fuel and insurance costs, brokers' and leasing commissions, and marketing costs.

"Regulatory Agreement" shall mean that certain Regulatory Agreement dated as of the Closing Date from the Owner to the City with respect to the Building, as from time to time supplemented, amended and restated.

"Relocation Act" shall mean the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. Section 4601, et seq., and 49 C.F.R. Part 24.

"Services" shall mean the services performed by the Private Lender on behalf of the City as described in Article V hereof.

"Subcontractor" shall mean each of those certain subcontractors who have contracted with the General Contractor in connection with the Project.

Article III.

Purpose Of The Program And Terms Of Loans.

3.1 Purpose Of The Program.

(a) Basic Purpose of the Program. The Program is designed to encourage developers to rehabilitate smaller Buildings in the City's neighborhoods and to make it economically and operationally feasible for such developers to upgrade the housing stock of the City. The Program is designed to streamline the lending process for making Loans by eliminating duplication of effort between the City and the Private Lender. The Private Lender shall be responsible for pre-screening Owners and underwriting Loans in accordance with this Agreement. D.O.H. shall ensure compliance with the HOME Program and the legislation and regulations applicable thereto with the exception of requirements related to the Project which are administered by the Private Lender and/or the Inspecting Architect.

(b) Use of and Need for City Funds. A Loan from the Joint Lender Funds may be made only to finance Eligible Costs for a Project. No Loan proceeds shall be used for activities described in 24 C.F.R. Section 92.214. Each Project shall not be designed in part for uses other than residential use, as defined in 24 C.F.R. Section 92.256. The Private Lender shall use its best efforts to ascertain that no Loan shall be made to an Owner which has or may obtain all the funds required to pay Project Costs from sources other than the City.

(c) Owner's Equity. Each Owner receiving a Loan shall, as of the Closing Date, deposit into the Escrow Account the Owner's Equity in an amount not less than ten percent (10%) of the Project Costs of such Owner's Building; provided, however, that the Owner shall not be required to deposit the amount of the Owner's Equity for which Owner has provided evidence satisfactory to D.O.H., not later than the closing of the Loan, that such amount has been expended by the Owner for Project Costs (as mutually approved by the Private Lender and D.O.H.) in connection with the rehabilitation of its Building. With the mutual written approval of the Private Lender and D.O.H., the Owner's Equity may consist of the value of the Building, net of any outstanding mortgage thereon.

(d) Debt Ratio; Owner and Income Limitations. Unless otherwise approved by the City, no Loan shall be made to an Owner if the following debt ratio is met as of the date of the Private Lender's commitment to make the Private Loan: the projected amount of the Net Operating Income shall be less than the projected amount of the Debt Service multiplied by 1.2. Any variances from or exceptions to these debt ratios shall first be approved by the City, which approval shall be made in the City's sole discretion. If the Building contains a dwelling unit to be Owner-occupied and such Owner shall not qualify as a Low-Income Family, then no Loan funds shall be used for the rehabilitation of such dwelling unit.

(e) Fees to Owner. The Owner shall not be permitted under the Loan or the Private Loan to charge a developer's fee or any similar fee or charge.

3.2 Terms Of Loans.

Loans shall have the following terms:

(a) Maximum Principal Amount of Loans. The principal amount of a Loan shall not equal or exceed $300,000.

(b) Interest Rate of Loans. The interest rate on each Loan shall be zero percent (0%) or one percent (1%) per annum; the Private Lender shall make a recommendation to D.O.H. as to the interest rate for a given Loan, but D.O.H. shall make the final decision as to the percentage of such interest rate. Interest on each Loan shall accrue as of the first day of the month immediately preceding the Initial Payment Date and shall be computed on the basis of a year consisting of three hundred sixty (360) days. The Private Lender shall use sound underwriting principles in structuring proposed Loans to be presented to D.O.H. for approval. As part of such structuring, the Private Lender shall assess each Owner's capacity to undertake the Project.

(c) Term of Loans. Each Loan shall mature on or before the same date as the applicable Private Loan (but in no event shall such maturity date exceed thirty (30) years) and shall be repayable in monthly installments of principal and interest amortized over a period of thirty (30) years, commencing on the Initial Payment Date.

(d) Non-Recourse Loans. Each Loan shall be non-recourse subject to the limitations and exceptions described in the Loan Documents.

(e) Due on Sale. All Loans shall be immediately due and payable in the event of any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing), directly or indirectly, by willful act, by operation of law or otherwise, of all or any portion of the Building (other than Permitted Encumbrances, if any, as defined in the Loan Documents), or any interest of the Owner, without the City's prior written consent, which shall be given in the City's sole discretion.

(f) Loan Documents. Each Loan shall be secured and evidenced by, at a minimum, the following documents: a promissory note made by the Owner to the order of the City (together with all restatements and renewals thereof, the "Note"), a loan agreement between the Owner and the City, a junior mortgage and security agreement (including an assignment of rents and leases and an assignment of contracts) securing the Note executed by the Owner in favor of the City (the "Mortgage"), a

Regulatory Agreement, a guaranty by a general partner or shareholder, as the case may be, of the Owner in the event the Owner is not an individual, a scofflaw and debarment affidavit and such other documents as determined by the Corporation Counsel of the City (collectively, the "Loan Documents").

(g) Name of Lender. All Loans shall be made in the name of the City as lender.

(h) City Liability. The Loan Documents for each Loan shall provide that the City shall incur no liability arising out of or in connection with any action or omission of any contractor or subcontractor for the applicable Building.

3.3 Terms Of Private Loans.

The Private Loans shall have the following terms:

(a) Minimum Principal Amount of Private Loans. The principal amount of the applicable Private Loan shall not be less than eighty percent (80%) of the post-rehabilitation appraised value of the Building; provided, however, if it is projected that the Debt Service payments will not be able to fund such percentage, then the principal amount of the Private Loan may be recalculated based on the Owner's available cash flow, such recalculation being subject to the mutual approval and consent of the Private Lender and D.O.H..

(b) Interest Rate of Private Loans; Points. The interest rate on each Private Loan shall be calculated based on the three-year adjustable rate mortgage interest rate as publicly quoted from time to time by Community Investment Corporation ("C.I.C."); the specific rate for each particular Private Loan shall be the quoted C.I.C. rate as of the date on which the Private Loan is presented to the Private Lender's loan committee for review and approval. If C.I.C. no longer issues such interest rate quotations, the Private Lender and the City shall mutually agree in writing on a new method of determining the interest rate for the Private Loan. The Private Lender shall be permitted to charge the Owner a maximum of two points as an initial financing fee, as calculated on the principal amount of the Private Loan. The amount of any such point charge or other fee being charged by the Private Lender shall be disclosed to the City with each Application.

(c) Term of Private Loans. Each Private Loan shall have a loan term ranging from twenty (20) to thirty (30) years and shall be repayable in monthly installments of principal and interest with an amortization period ranging from twenty-five (25) to thirty (30) years, such loan term and amortization schedule to be determined by the Private Lender in its sole discretion. The Private Loan may be secured by a first mortgage on

the Building or by other collateral or may be unsecured. The closing of any Private Loan shall occur simultaneously with the closing of the applicable Loan on the Closing Date.

3.4 Owner's Credit History.

The Owner shall have a credit history and liquid assets of a size and sufficiency to meet the Owner's Equity requirements under this Agreement and the City underwriting requirements set forth below in this Section 3.4 and to provide for any construction overruns or operating deficits in connection with the Project, all of which shall be determined to the Private Lender's satisfaction in its sole discretion. The Private Lender shall include, but not be limited to, the following criteria in its review of the Owner's creditworthiness:

(a) The Owner shall have paid its outstanding debts within a normal billing cycle, generally twenty-five (25) to thirty (30) days, and any credit rating reflected in the Owner's credit report generated in conjunction with the Application which is higher than "1" shall be explained in writing to the Private Lender by the Owner.

(b) Any outstanding judgments against the Owner shall be paid on or before the Closing Date and must be explained in writing to the satisfaction of the Private Lender.

(c) If the Owner has commenced a federal or state bankruptcy proceeding, or had a decree or order of bankruptcy entered against it, in the seven years preceding the date of the Application, the Application process shall be terminated by the Private Lender and the Owner and the City notified of such termination in writing.

3.5 Self-Dealing.

The Private Lender shall not present any Application to D.O.H. for approval if such Loan shall be to itself or to an Owner which is a member, officer, director or employee of the Private Lender without noting such fact on such Application.

3.6 Exceptions To Article III Requirements.

If any Private Loan or Loan presented to D.O.H. for approval does not completely comply with all of the conditions of Article III hereof, the Private Lender shall submit to D.O.H. a written recommendation specifying its reasons for recommending such approval and noting in what way such Loan does not comply with the requirements hereof, such approval to be made by D.O.H. in its sole discretion.

Article IV.

Responsibilities Of City.

4.1 Commitment Of Funds.

The City has authorized $2,000,000 from its 1993 Funds for the purpose of providing Loans to Owners under the Program.

4.2 Role Of D.O.H.

D.O.H. shall:

(a) review the Application when received from the Private Lender;

(b) meet with the Owner before the Closing Date to discuss the Project and the Program;

(c) conduct an on-site inspection of the Building;

(d) upon receipt of two photographs (front and back) of the Building from the Private Lender, obtain from the City's Department of Environment, the environmental clearance required under the HOME Program;

(e) obtain from the City's Department of Revenue a determination of whether the Owner (which, if the Owner is a partnership or corporation, shall include its general partners or shareholders, as the case may be) has paid all parking tickets and water bills currently owing to the City;

(f) determine whether the General Contractor and any Subcontractor fulfills the City's minority business enterprise/women's business enterprise requirements;

(g) review tenant profiles and relocation plans relating to any tenant relocation (none of which shall be permanent under the Program) under the Relocation Act and, at its sole discretion, shall approve such plans before they may be implemented;

(h) determine whether (with respect to construction contracts where the work to be performed thereunder totals more or equal $100,000) the General Contractor and any Subcontractor fulfills the City's Hiring Preference Ordinance;

(i) determine whether the Project has complied with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and the regulations in 24 C.F.R. Part 135;

(j) approve brochures and other written materials prepared by the Private Lender and describing the Program;

(k) execute the Loan Documents on behalf of the City, attend the closing of the Loan and cooperate with the Private Lender to provide for the disbursement of the Private Funds and funds of the Loan through an escrow with a title company, which shall use separate subaccounts for the proceeds of the Private Funds and the Loan;

(l) conduct on-site inspections of the Building every year for Buildings with five (5) to ten (10) dwelling units; and

(m) notwithstanding any other provision in this Agreement, have final responsibility for ensuring that each Loan satisfies all other applicable HOME requirements.

4.3 Approval Or Rejection By D.O.H.

After receipt by D.O.H. from the Private Lender of a complete Application together with the Private Lender's recommendation for approval, D.O.H. shall determine whether it approves or disapproves (at its sole discretion) each such Application. The City shall give the Private Lender notice of such approval or disapproval.

Article V.

Duties And Responsibilities Of Private Lender.

5.1 Commitment Of Funds.

The Private Lender has committed under the terms and conditions of this Agreement $2,000,000 for the purposes of providing Private Loans to Owners.

5.2 Scope Of Services.

The Private Lender shall provide the following Services:

(a) Initial Review and Related Services by Private Lender. Upon receipt by the Private Lender from an Owner of an initial application with

respect to the Private Loan and the Loan, the Private Lender shall conduct an initial review to determine if the prospective Private Loan will meet the underwriting criteria of the Private Lender. The Private Lender shall assist the Owner in the application process and in compiling the necessary documentation to complete such Owner's Application. Such review and services relating thereto shall include, but not be limited to, the following:

(1) Initial Feasibility Review. Upon receipt by the Private Lender from an Owner of an initial application with respect to the Private Loan and the Loan, the Private Lender shall conduct an initial review to determine if the prospective Loan will meet the criteria of the Program. As part of this process, the Private Lender shall (i) obtain and shall forward to D.O.H. as soon as possible after receipt of the initial application from the Owner two photographs (front and back) of the Building, (ii) order a credit report and review it for creditworthiness, (iii) order an appraisal of the Building (at such time as the Private Lender deems appropriate in the Application process), (iv) meet with the Owner to discuss the acquisition of the Building, the Project and the Program, (v) visit the Building with a representative of D.O.H.; and (vi) forward to D.O.H. a complete copy of the Application.

(2) Contract with Inspecting Architect for Services; Construction Estimates; Scope of Work; Contractors. Both the Project's scope of work and its construction budget, including the Project Costs, shall be approved by the Inspecting Architect. The Private Lender and the Inspecting Architect shall enter into a written agreement, a copy of which shall be provided to D.O.H. upon execution, describing in detail the services to be performed by the Inspecting Architect in connection with the Project, the terms and conditions of which shall conform to those set forth in this Agreement; such written agreement (the "Inspecting Architect's Agreement") relating to the Inspecting Architect's services shall not be effective until D.O.H. has approved the Inspecting Architect's Agreement in writing. The Private Lender expressly agrees that such Inspecting Architect's Agreement shall contain provisions stating that the City (i) shall be expressly identified as a third-party beneficiary of the Inspecting Architect's Agreement, (ii) shall receive a direct benefit under the Inspecting Architect's Agreement in its capacity as a third party beneficiary, and (iii) shall have the same rights, privileges and remedies available to the Private Lender under the Inspecting Architect's Agreement. The Private Lender expressly acknowledges that failure to include such provisions regarding the City's status as a third party beneficiary under the Inspecting Architect's Agreement shall constitute an Event of Default under this Agreement.

(3) Services of Inspecting Architect. The services provided by the Inspecting Architect shall be in accordance with the following procedures:

(i) the Owner shall submit to the Inspecting Architect and the Private Lender in conjunction with its application (which shall be provided to D.O.H. with the Application) a sworn statement (the "Sworn Statement") of the General Contractor itemizing therein the scope of work on the Project, the costs of the Project and the Subcontractors, if any, which will be utilized to perform such work;

(ii) the specifications submitted by the General Contractor to document its Sworn Statement shall include, but not be limited to, (a) a description of the Building's square footage, linear footage and items to be installed therein; (b) the quality of the materials to be installed; and (c) a description of the method and timing for all such rehabilitation work and installations (the Sworn Statement and the submissions described in this subparagraph are collectively called herein the "Contractor's Submissions");

(iii) the Inspecting Architect shall provide to the Private Lender (which shall be provided to D.O.H. with the Application) a written analysis of the Contractor's Submissions (the "Inspecting Architect's Report"), together with a copy of the most recent City Building Code violation report;

(iv) on or before such time as the Application is provided to D.O.H., the Private Lender shall coordinate with the Inspecting Architect and the Owner in an effort to resolve any issues raised by the Inspecting Architect's Report or by the Private Lender's review thereof; and

(v) once any issues resulting from the Inspecting Architect's Report are resolved to the Inspecting Architect's satisfaction, the Inspecting Architect shall provide a written report to the Private Lender and to the City that the proposed Project will, when completed, correct fully any and all City Building Code violations therein and that the Building will upon such rehabilitation comply with the City's Building Code. Such report shall be submitted by the Private Lender to D.O.H. at such time as the Application is submitted or at such other time as approved in writing by D.O.H..

(4) Budgets; Cash Flow. The Private Lender shall review and analyze each Owner's proposed development budget and projected cash flow from such Owner's Building, and shall evaluate the reasonableness of such budget and cash flow. If the Owner is also the General Contractor, the budget may contain an amount up to ten percent (10%) of the Project Costs for general conditions and overhead, but in no event shall the

budget contain an amount for developer's fees or similar charges which provide a profit to such Owner.

(5) Approval of Application by Private Lender. Once the Private Lender has reviewed the Application and determined to its satisfaction the feasibility of the Private Loan and the Loan, the Private Lender shall provide to D.O.H. the Application and as soon thereafter as possible a copy of the Private Lender's commitment letter for the Private Loan. The Private Lender shall either (i) provide to D.O.H. a copy of the Owner's written acceptance of the Private Lender's commitment upon receipt or (ii) if no such written acceptance is required by the Private Lender, notify D.O.H. at its earliest possible convenience of the Owner's acceptance of such commitment.

(6) Qualifications of General Contractors. In approving a General Contractor for a Project (the final approval of which shall be in the Private Lender's sole discretion), the Private Lender shall consider, among others, the following criteria: the General Contractor (i) shall have proven experience in the rehabilitation of residential buildings of the approximate size and scope of the Building; (ii) shall provide to the Inspecting Architect and the Private Lender for review a history of buildings rehabilitated by the General Contractor and a list of references; and (iii) shall be licensed by the City to perform the Project, including but not limited to a General Business License and/or a Home Repair License, as applicable. The Private Lender shall require the Owner to obtain from the General Contractor (unless otherwise waived by H.U.D.) either (i) a performance and payment bond in the full amount of the Project Costs, underwritten by a surety satisfactory to the City and the Corporation Counsel, and naming the City as co-obligee on such bond, or (ii) a letter of credit in an amount not less than twenty-five percent (25%) of the full amount of the Project Costs or an amount satisfactory to the City, from a bank satisfactory to the City and the Corporation Counsel, and naming the City as a payee on such letter of credit; the City shall be provided a copy of such letter or bond by the Private Lender at its earliest convenience. The Owner shall agree in the Loan Documents that no payment, gratuity or offer of employment shall be made in connection with the Project, by or on behalf of a Subcontractor to the General Contractor or higher tier Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(7) Property Management. The Owner may serve as the property manager of the Building or may select an outside property manager, subject to the approval of the Private Lender in its sole discretion, and such property manager (whether the Owner or another entity) shall have, in the judgment of the Private Lender, a demonstrated capacity in managing properties of a similar size and scope as that of the Building.

(8) Requirements for Loans and Rehabilitation of Buildings. After consultation with D.O.H., the Private Lender shall use its best efforts to ensure that the submissions relating to each Loan and each Project satisfy the following requirements:

(i) the Private Lender shall provide D.O.H. with profiles of the Building tenants, in such form and substance as shall be required by D.O.H. in its sole discretion;

(ii) that the Owner complies with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4821, et seq.), and with the requirements of 24 C.F.R., Part 35, including without limitation the requirements of notice to tenants, prohibition of the use of lead-based paint and for the elimination of the hazards of lead-based paint;

(iii) that an environmental audit (the "Environmental Audit") shall be conducted and such auditor (the choice of which shall be approved by the Private Lender in its sole discretion; the "Environmental Auditor") of the Building shall assist the Owner in understanding and responding to any abatement requirements set forth in the Environmental Audit. Such Environmental Audit shall be conducted and signed by an Environmental Auditor who is an Illinois licensed/registered professional engineer, who shall be required to carry both liability and professional liability insurance in a minimum amount of $1,000,000; proof of such insurance coverage shall be provided to D.O.H. on or before the date the Environmental Auditor commences its Environmental Audit. Such Environmental Audit shall be performed in accordance with ASTME 1527-93 "Standard Practice for Environmental Site Assessments" and Illinois State Act 88-438;

(iv) that no Person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination in connection with the Project; and

(v) that upon request of D.O.H., the Private Lender shall supply the Owner with forms and documents, if any (which shall be provided by D.O.H. to the Private Lender) relating to the compliance requirements set forth in Section 4.2 of this Agreement as well as any other requirements deemed applicable by D.O.H. to the Loan or the Project.

(b) Processing of Loans. The Private Lender shall work with Owners to ensure that all Applications meet all of the terms and conditions specified in this Agreement. The Private Lender shall have authority to reject Applications which do not comply with such terms and conditions. The Private Lender shall, within thirty (30) days of receipt of a complete Application, reject or present such Application to D.O.H. for review.

(c) Notice of Rejection to Owners. For each Application, the Private Lender shall, within thirty (30) business days after D.O.H. has rejected the Application, notify the Owner in writing of such rejection, and shall provide D.O.H. with a copy of each such notice. Both the Private Lender and D.O.H. shall comply with the federal Equal Credit Opportunity Act to the extent applicable in making available to the Owner its reasons for rejection.

(d) Private Lender's Duties During Construction Period. The Private Lender shall process all draw requests and Escrow Account payouts for the Loan in accordance with the following procedures:

(1) Each draw request package, which shall be submitted by the Owner simultaneously to both the Private Lender and D.O.H., must include (i) the Escrow Account payout form, (ii) signed and dated owner's sworn statement and the Sworn Statement of the General Contractor, (iii) the Inspecting Architect's report (as described in the following subparagraph (2)), and (iv) any required waivers and/or change orders. All change orders must be signed by the Design Architect, if any, the Owner and the General Contractor.

(2) The Inspecting Architect shall issue an interim inspection report (in such form and substance satisfactory to the Private Lender) stating that the work relating to the payout request has been satisfactorily completed in accordance with the Project's plans and specifications and further that such work complies with the City Building Code.

(3) D.O.H. shall review the draw request package which shall be in such form and substance satisfactory to D.O.H. in its sole discretion; D.O.H. has the right to withhold its approval of the payout request until such time as any issues raised by D.O.H. from its review of the draw request package are resolved to the satisfaction of D.O.H. in its sole discretion.

(4) All permits shall be sent to D.O.H. before a final payout is made.

(e) Final Inspection Report by Inspecting Architect. Upon completion of the Project, the Inspecting Architect shall issue a final inspection report (in such form and substance satisfactory to the Private Lender and the City) stating that the work on the Project has been completed (except for certain punch list items which shall be mutually agreed upon and

approved by the Private Lender and the City) in accordance with the Project's plans and specifications and further that such work, which if completed according to the Project's plans and specifications, would comply with the City Building Code.

(f) Post-Construction Duties of Private Lender. The Private Lender shall assist D.O.H. in obtaining from the Owner documentation relating to the City's monitoring of the Owner's compliance with the Program and the HOME Program, including but not limited to the rental rates for the Building, tenant income profiles for the tenants of each unit, demographic reports for prospective tenants seeking residency in the Building and such other compliance reports as shall be required by the City in its sole discretion; provided, however, that the City has the final responsibility to obtain and collect from the Owner such documentation.

(g) Marketing. Upon receipt of notice from D.O.H., the Private Lender shall use its best efforts to cooperate with D.O.H. in any program which D.O.H. may undertake to promote and explain the Program.

(h) Records of Private Lender. The Private Lender shall keep accurate and detailed books, records and accounts with respect to each Loan for at least five (5) years after the end of the term of each Loan or otherwise pursuant to this Agreement, and shall make all such books, records and accounts available for inspection to the City and/or H.U.D. at the Private Lender's business premises during normal working hours. The Private Lender shall maintain and make available to the City and/or H.U.D. such other records and documentation pertaining to this Agreement as the City requires to monitor each Loan. The Private Lender shall keep and maintain the following books, records and other documents (as well as such other books, records and documents designating in writing by the City relating to the Project) in connection with each Loan and make them available for audit, inspection, copying, abstracting and transcribing and shall not dispose of any such documentation, records, books and accounts until after prior written notice to and prior written approval from the City:

In the Private Lender's financial file for the Owner and the Building:

(1) completed personal financial statement of the Owner;

(2) three years of the Owner's income tax returns to the Internal Revenue Service, including K-1s;

(3) Owner's initial application;

(4) Owner's sworn statement;

(5) the budget for the Project;

(6) information on the property management company for the Building;

(7) rent rolls for the Building;

(8) real estate tax bills for the Building;

(9) commitment letter for the Private Loan;

(10) appraisal of the Building;

(11) all correspondence relating to the Private Loan, the Loan, the Building and the Project;

(12) verification of employment of the Owner (if an individual);

(13) photographs of the Building (front and back); and

(14) relocation plan and tenant profiles, if applicable.

In the Private Lender's construction file for the Owner and the Building:

(1) plans and specifications, if applicable, for the Project;

(2) the sworn statement of the General Contractor;

(3) background information on the General Contractor, including references;

(4) the City Building Code violation report for the Building;

(5) each of the Inspecting Architect's inspection reports and related approvals;

(6) General Contractor's license(s);

(7) permits issued relating to the Project and the Building;

(8) records of City inspections of the Building;

(9) change orders, if any;

(10) final inspection report issued by the Inspecting Architect;

(11) all correspondence relating to the Building and the construction and rehabilitation thereon;

(12) documentation of lead-based paint compliance; and

(13) environmental Audit.

(i) Reporting. On the fifteenth (15th) day of each January, April, July and October during the term of this Agreement, the Private Lender shall submit to D.O.H. a report in a format acceptable to D.O.H. and containing the following information, current as of the first day of such month: (i) the total number and dollar amount of Loans presented by the Private Lender to D.O.H. for approval or rejection under the Program, (ii) the total number of Buildings (and the aggregate amount of dwelling units contained therein) for which Loans have been presented by the Private Lender to D.O.H. for approval, (ii) with respect to each Owner whose Loan shall not have yet closed, the following information: (1) the name of the Owner, (2) the address of the Building, (3) the number of dwelling units contained in the Building, (4) the date of the Owner's initial application, (5) the proposed principal amounts of the Loan and of the Private Funds and (6) the status of the underwriting of the Loan and the Private Loan.

5.3 Standard Of Performance.

In acting under this Agreement, the Private Lender agrees to use its best efforts to exercise the same degree of care in administering each Loan as it would use in managing its own loans. The Private Lender shall perform all Services required of it under this Agreement with the standard of skill, care and diligence as ordinarily employed by commercial lending institutions in the community. Any review, approval or acceptance for any and all of the Services by the City shall not relieve the Private Lender of its responsibility for the professional accuracy and due diligence of its services. This provision in no way limits the City's rights against the Private Lender either under this Agreement or otherwise, at law or in equity.

5.4 Nondiscrimination.

Pursuant to the Chicago Human Rights Ordinance, Municipal Code of Chicago, Ch. 2-160 (1990), the Private Lender in performing under this Agreement shall not discriminate against any Owner on the basis of race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income, and will require all Owners to include a similar provision binding on contractors in construction contracts.

5.5 Indemnification.

The Private Lender agrees to defend, indemnify and hold the City, its officers, officials, agents and employees harmless from and against any and all liabilities, Losses, suits, claims, judgments or demands of every kind or nature (including all reasonable costs and including, but not limited to, attorneys' fees and court and related costs) arising out of or incidental to the Private Lender's negligence or willful misconduct hereunder. The Private Lender shall defend and pay the costs and expenses of all and any such suits; the City shall have the right, however, at its option, to participate in the defense of any suit without relieving the Private Lender of any of its obligations under this Agreement. The indemnities contained in this provision shall survive the expiration or early termination of this Agreement, and shall continue while any Loan is outstanding.

5.6 Licensed Personnel.

The Private Lender, if required to be licensed or certified in order to perform any of the Services, under any applicable statute, ordinance, rule or regulation, shall provide instructional and administrative personnel who are likewise so licensed or certified. The Private Lender, if exempt from licensure or certification under any applicable statute, ordinance, rule or regulation, shall provide instructional and administrative personnel who are otherwise competent and qualified to perform the Services required under this Agreement. The Private Lender shall retain and make available to the City, state and federal agencies (at their respective written requests) governing HOME Funds all proofs and verification of licensure, certification or expertise including, but not limited to, resumes and job descriptions upon request.

Article VI.

Warranties Representations And Covenants.

6.1 Representations and Warranties.

In connection with the execution of this Agreement, the Private Lender represents and warrants to the City that:

(a) the Private Lender is incorporated in [adapt as appropriate] the State of Illinois and is in good standing in the State of Illinois;

(b) the Private Lender is financially solvent; the Private Lender, its employees, agents and officials are competent to perform the Services

required under this Agreement; and the Private Lender is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;

(c) no member of the governing body of the City and no officer, agent or employee of the City is employed by the Private Lender or has a financial or economic interest directly in this Agreement except as may be permitted by the Board of Ethics established pursuant to the Municipal Code of Chicago;

(d) the Private Lender is not in default at the time of the execution of this Agreement, and has not been within five (5) years preceding the date hereof in default on any contract or loan awarded by the City;

(e) the Private Lender has carefully examined and analyzed the provisions and requirements of this Agreement; from its own analysis the Private Lender has satisfied itself as to the nature of all things needed for the performance of this Agreement; and the time available to the Private Lender for such examination, analysis, inspection and investigation was adequate; and

(f) except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Private Lender to enter into this Agreement or has been relied upon by the Private Lender including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the general conditions which may in any way affect this Agreement or its performance; (iii) the compensation provisions of this Agreement; or (iv) any other matters, whether similar to or different from those referred to in (i) through (iii) immediately above, affecting or having any connection with this Agreement, the negotiation hereof, any discussions hereof, the performance hereof or those employed herein or connected or concerned herewith.

Article VII.

Performance.

7.1 Time Of Performance.

The Private Lender shall commence the Services upon execution of this Agreement. The term of this Agreement shall be for such period as funds for Loans remain available from the HOME Funds appropriated by the City or

otherwise set aside by D.O.H. for the Program or until such period as otherwise provided under this Agreement. This Agreement may be extended for additional periods upon the mutual consent of the parties hereto, as evidenced by a mutual extension agreement executed by the parties hereto.

7.2 Termination.

The Private Lender may terminate this Agreement, or any portion hereof or Service to be performed herein, at any time upon thirty (30) days prior written notice from the Private Lender to the City. In addition to the rights and remedies available to it under Section 9.2, the City may terminate this Agreement, or any portion thereof or Service to be performed herein, at any time upon thirty (30) days prior written notice from the City to the Private Lender, or if sufficient funds have not been appropriated for the City to meet its obligations with respect to this Agreement.

7.3 No Compensation.

The Private Lender shall receive no compensation or fees from the City for the Service provided by the Private Lender under this Agreement.

Article VIII.

Special Conditions.

8.1 Conflict Of Interest.

No member of the governing body of the City and no officer, employee or agent of the City shall have any personal interest, direct or indirect, in this Agreement and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The Private Lender represents, warrants and covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members, if a joint venture, and subconsultants, have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The Private Lender further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Private Lender. The Private Lender agrees that if the City determines that any of the Private Lender's services for others conflicts with the Services, the

Private Lender shall terminate such other services immediately upon request of the City.

8.2 Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Private Lender, or by any assignee or subcontractor of the Private Lender, with any liability or expenses of defense or shall be held personally liable to the Private Lender under any terms or provisions of this Agreement because of the City's execution or attempted execution hereof or because of any breach hereof.

Article IX.

Events Of Default.

9.1 Event Of Default Defined.

The following, subject to the notice and cure provisions of Section 9.2 hereof, shall constitute events of default ("Events of Default") hereunder:

(a) any misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Private Lender to the City;

(b) the Private Lender's failure to perform any of its obligations under this Agreement;

(c) the Private Lender's failure to include provisions under the Inspecting Architect's Agreement regarding the City's status as a third party beneficiary as described in Section 5.2 (a) (2) of this Agreement;

(d) the Private Lender (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (1) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation, or (2) is not dismissed, discharged, stayed or restrained in

each case within thirty (30) days of the institution or presentation thereof; (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi) inclusive; or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

(e) a final judgment for the payment of money in excess of $1,000,000 shall be rendered by a court of record against the Private Lender and the Private Lender shall not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof, within sixty (60) days from the date of entry thereof, or such longer period during which execution of such judgment shall have been stayed; or

(f) default by the Private Lender under any other agreement which such party may currently have or may enter into with the City during the term of this Agreement.

9.2 Remedies.

If any event referred to in Section 9.1 hereof cannot reasonably be cured within thirty (30) days after receipt of notice given in accordance with the terms of this Agreement, or if the Private Lender has failed, in the sole opinion of the City, to commence and continue diligent efforts to cure such event, the City may, at its sole option, declare an Event of Default hereunder. Whether to declare an Event of Default hereunder is within the sole discretion of the City and such decision is not subject to review or challenge under this Agreement. Written notification of, or that results in, an Event of Default, and any intention of the City to terminate this Agreement, shall be provided to the Private Lender and such decision shall be final and effective upon receipt of such notice pursuant to Section 10.4 and failure to cure within the stated applicable cure period. Upon the giving of such notice, the City may invoke any or all of the following remedies:

(a) the right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(b) the right of specific performance, an injunction or any other appropriate equitable remedy; and

(c) the right to money damages.

If the City considers it to be in its best interests, it may elect not to declare an Event of Default hereunder or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Private Lender to continue to provide the Services despite one or more Events of Default, the Private Lender shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights thereby.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall it be construed as a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

The Private Lender acknowledges and agrees that upon the occurrence of an Event of Default under this Agreement the City may also declare a default under any such other agreements between the Private Lender and the City.

Article X.

General Conditions.

10.1 Entire Agreement.

This Agreement constitutes the entire agreement between the City and the Private Lender and may not be modified, altered or amended unless agreed to by both parties in writing. Any waiver or any provision of this Agreement must be executed in writing by the party granting the waiver and such waiver shall not affect any other rights of the party granting the waiver or act to affect any other duty or obligation of the party receiving the waiver.

10.2 Counterparts.

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

10.3 Headings.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

10.4 Notices.

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

If To City:

Department of Housing
City of Chicago
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner

If To Private Lender:

_____
_____
_____
_____

Any communications concerning interpretation of the provisions of this Agreement shall be sent to D.O.H. as identified above and shall be copied to:

Office of the Corporation Counsel
City of Chicago
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the business day immediately following deposit with the overnight courier and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two (2) business days following deposit in the mail.

10.5 Disclaimer Of Relationship.

Except for the Inspecting Architect's Agreement described in Article V above, nothing contained in this Agreement, nor any act of the City, shall be

deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, limited or general partnership, joint venture, or any such association or relationship involving the City.

10.6 Assignment.

(a) Sale by Private Lender. The Private Lender may not sell, assign or transfer this Agreement.

(b) Sale by City. The Private Lender consents to the City's sale, assignment, transfer or other disposition of this Agreement at any time in whole or in part.

10.7 Invalidation.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

10.8 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.

10.9 Approval Of City.

Wherever in this Agreement provision is made for the approval or consent of the City, or any matter is to be to the City's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the like shall be made, given or determined by the City in its sole discretion, subject to the review by the Corporation Counsel.

10.10 Approval Of Private Lender.

Wherever in this Agreement provision is made for the approval or consent of the Private Lender, or any matter is to be to the Private Lender's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the like shall be made, given or determined by the Private Lender in its sole discretion.

10.11 Binding Effect.

Subject to the rights and limitations contained in Section 10.6 hereof, this Agreement shall inure to the benefit of and shall be binding upon the City, the Private Lender and the City's successors and assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and the successors and assigns of the City.

10.12 Construction Of Words.

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, and the masculine form shall include feminine and neuter.

10.13 Authority.

The City Fund chargeable shall be Fund No. ____ and any disbursements therefrom are subject to the availability of funds therein.

10.14 Reference To Statutes, Et Cetera.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices and circulars.

In Witness Whereof, The City and the Private Lender have executed this Agreement as of the date first set forth above, at Chicago, Illinois.

City of Chicago, Illinois

By: _____
Commissioner,
Department of Housing

[Private Lender Signature Block]

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH ILLINOIS HOUSING DEVELOPMENT AUTHORITY TO FACILITATE DEVELOPMENT OF LOW-INCOME HOUSING.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into of an Intergovernmental Agreement with the Illinois Housing Development Authority, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Illinois Housing Development Authority, a body politic and corporate (the "Authority"), plans to issue, pursuant to its Illinois Affordable Housing Trust Fund Bond Program (the "Bond Program"), taxable bonds of the Authority (the "Bonds") and use the proceeds thereof to finance acquisition, rehabilitation, new construction and permanent financing costs of multi-family apartment buildings and single-family residences located within the State of Illinois in order to provide units of affordable housing for persons of low- and very low-income; and

WHEREAS, The City's Department of Housing ("D.O.H.") has requested that the Authority lend a portion of the Bond proceeds (the "Westwood Loan") to finance acquisition, rehabilitation and/or permanent financing costs in connection with certain apartment buildings located at 6201 South Dr. Martin Luther King, Jr. Drive, 6153 South Vernon Avenue, and 6201 South Rhodes Avenue, all within the corporate limits of the City (the "Westwood Project"), which will contain approximately 42 units for use as low- and very low-income housing and which are owned by an Illinois limited partnership (the "Westwood Partnership") whose sole general partner is 62nd Street Phase II Joint Venture, an Illinois partnership whose general partners are Neighborhood Reinvestment Resources Corporation, an Illinois corporation, and Chicago Urban League Development Corporation, an Illinois not-for-profit corporation; and

WHEREAS, D.O.H. has requested that the Authority lend another portion of the Bond proceeds (the "Anchor Loan") to finance acquisition, rehabilitation and/or permanent financing costs in connection with that certain apartment building located at 1200 West 76th Street, within the corporate limits of the City (the "Anchor Project"), which will contain approximately 115 units for use as low- and very low-income housing and which is owned by an Illinois limited partnership (the "Anchor Partnership"), whose sole general partner is Woodlawn Community Development Corporation, an Illinois not-for-profit corporation; and

WHEREAS, D.O.H. has requested that the Authority lend another portion of the Bond proceeds (the "Jade Garden Loan"; the Westwood Loan, the Anchor Loan and the Jade Garden Loan being collectively hereinafter referred to as the "Loans") to finance acquisition, new construction and/or permanent financing costs in connection with certain apartment buildings to be located in the Chinatown Square Residential-Business Planned Development No. 383, on or about 18th Street and Wentworth Avenue, all within the corporate limits of the City (the "Jade Garden Project"; the Westwood Project, the Anchor Project and the Jade Garden Project being collectively hereinafter referred to as the "Projects"), which will contain approximately seventy-two (72) units for use as low- and very low-income

housing and which are owned by an Illinois limited partnership (the "Jade Garden Partnership"; the Westwood Partnership, the Anchor Partnership and the Jade Garden Partnership being collectively hereinafter referred to as the "Partnerships"), whose sole general partner is an Illinois limited partnership, the sole general partner of which is The Habitat Company, an Illinois corporation, and the sole limited partner of which is Chinese American Development Corporation, an Illinois corporation; and

WHEREAS, D.O.H. proposes that the Authority shall make the Loans to the respective Partnerships, each Loan in a principal amount and bearing interest at a below-market rate per annum as shall be agreed upon by the Authority, the respective Partnership and D.O.H. on behalf of the City; and

WHEREAS, In consideration of the making of the Loans by the Authority, D.O.H. proposes to grant not more than $4,000,000 of corporate funds (the "Grant") to the Authority to be invested by the Authority in one or more investment instruments selected by the Authority (collectively, the "Investment"), the principal of and interest on which would be used to satisfy in part the Partnerships' respective repayment obligations under the respective Loans; and

WHEREAS, The principal amount of the Grant shall not exceed $4,000,000 and shall be determined by D.O.H. and the Authority as the amount necessary, in light of, among other things, the projected income from the Projects, the projected earnings on the Investment and the projected principal amounts of and interest rate on the respective Loans, to provide for payment of debt service on the Loans from the projected income from the Projects and earnings on the Investment; and

WHEREAS, The Authority would not be able to make the Loans to the Partnerships on the terms contemplated, pursuant to the terms of the Bond Program, without the Grant from the City; and

WHEREAS, The Authority has expressed an intent to accept the Grant from the City, subject to the approval of its Board of Directors, and to invest the proceeds of the Grant in the Investment and, pursuant to the Bond Program, make the Loans to the Partnerships in connection with the Projects; and

WHEREAS, The Authority may make one, two or all of the Loans, and in the event that only one or two Loans are made by the Authority, the principal amount of the Grant from the City would be appropriately reduced to provide, as described above, for payment of debt service on only the Loan(s) made by the Authority; and

WHEREAS, The City proposes to enter into an agreement in substantially the form attached as Exhibit A hereto (the "Agreement") with the Authority, pursuant to which the City shall make the Grant to the Authority in accordance with the terms and conditions thereof; and

WHEREAS, The City Council of the City (the "City Council") has appropriated, in the Annual Appropriation Ordinance for 1995, as amended, $2,000,000 from Corporate Fund No. 100 for affordable housing bond initiatives (the "Bond Initiative Funds"); and

WHEREAS, By separate ordinance (the "Transferred Funds Ordinance"), the City proposes to transfer an additional $2,000,000 within Corporate Fund No. 100 for purposes of the Grant (the "Transferred Funds"); and

WHEREAS, The City proposes to use the Bond Initiative Funds and, if necessary, the Transferred Funds to make the Grant to the Authority; 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. Subject to the approval of the Corporation Counsel and to Section 3 hereof, the Commissioner of D.O.H. (the "Commissioner") is hereby authorized to execute and deliver the Agreement, in substantially the form attached hereto as Exhibit A and hereby made a part hereof, with such changes therein as the Commissioner shall approve, without changing any essential terms of the Agreement (execution of the Agreement by the Commissioner constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments with the Authority, the Partnerships or any other parties, and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement and the terms and objectives of the Grant.

SECTION 3. If the principal amount of the Grant shall exceed $2,000,000, the authority of the Commissioner as described in Section 2 hereof shall be subject to passage of the Transferred Funds Ordinance and to the approval of the Corporation Counsel.

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 from and after the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Trust Fund Bond Program Grant Agreement.

This Trust Fund Bond Program Grant Agreement (this "Agreement"), entered into this ____ day of _____, 1995, by and between the City of Chicago, Illinois (the "City"), an Illinois municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois, by and through its Department of Housing ("D.O.H."), and the Illinois Housing Development Authority (the "Authority"), a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1, et seq. (1992), as amended and supplemented (the "Act"), having its principal office at the address specified herein.

Recitals.

Whereas, As of the date hereof, the Authority is issuing its $_____ Affordable Housing Program Trust Fund Bonds, Series 1995A (the "Bonds") pursuant to its Illinois Affordable Housing Trust Fund Bond Program (the "Program"), the proceeds of which shall be used to finance acquisition, rehabilitation, new construction and permanent financing costs of multi-family apartment buildings and single-family residences in order to provide units of affordable housing for persons of low- and very low-income; and

Whereas, D.O.H. has requested that the Authority lend a portion of the Bond proceeds (the "Westwood Loan") to finance acquisition, rehabilitation and/or permanent financing costs in connection with certain apartment buildings located at 6201 South Dr. Martin Luther King, Jr. Drive, 6153 South Vernon Avenue and 6201 South Rhodes Avenue, all within the corporate limits of the City (the "Westwood Project"), which will contain approximately 42 units for use as low- and very low-income housing and owned by an Illinois limited partnership (the "Westwood Partnership"), whose sole general partner is 62nd Street Phase II Joint Venture, an Illinois partnership whose general partners are Neighborhood Reinvestment Resources Corporation, an Illinois corporation, and Chicago Urban League Development Corporation, an Illinois not-for-profit corporation; and

Whereas, D.O.H. has requested that the Authority lend another portion of the Bond proceeds (the "Anchor Loan") to finance acquisition, rehabilitation and/or permanent financing costs in connection with that certain apartment building located at 1200 West 76th Street, within the corporate limits of the City (the "Anchor Project"), which will contain approximately one hundred fifteen (115) units for use as low- and very low-income housing and owned by an Illinois limited partnership (the "Anchor Partnership"), whose sole

general partner is Woodlawn Community Development Corporation, an Illinois not-for-profit corporation; and

Whereas, D.O.H. has requested that the Authority lend another portion of the Bond proceeds (the "Jade Garden Loan"; the Westwood Loan, the Anchor Loan and the Jade Garden Loan being collectively hereinafter referred to as the "Loans") to finance acquisition, new construction and/or permanent financing costs in connection with certain apartment buildings to be located in the Chinatown Square Residential-Business Planned Development No. 383, on or about 18th Street and Wentworth Avenue, all within the corporate limits of the City (the "Jade Garden Project"; the Westwood Project, the Anchor Project and the Jade Garden Project being collectively hereinafter referred to as the "Projects"), which will contain approximately seventy-two (72) units for use as low- and very low-income housing and owned by an Illinois limited partnership (the "Jade Garden Partnership"; the Westwood Partnership, the Anchor Partnership and the Jade Garden Partnership being collectively hereinafter referred to as the "Partnerships"), whose sole general partner is an Illinois limited partnership, the sole general partner of which is The Habitat Company, an Illinois corporation, and the sole limited partner of which is Chinese American Development Corporation, an Illinois corporation; and

Whereas, In consideration of the making of the Loans by the Authority, the City proposes to grant $_____ of corporate funds (the "Grant") to the Authority to be invested by the Authority in one or more investment instruments as hereinafter described (collectively, the "Investment"), the principal of and interest on which would be used to satisfy in part the Partnerships' respective repayment obligations under the respective Loans; and

Whereas, The City proposes that the Authority shall make the Loans to the respective Partnerships, each in a principal amount and bearing interest at a below-market rate per annum as hereinafter described; and

Whereas, The Authority would not be able to make the Loans to the Partnerships, pursuant to the terms of the Program, without the Grant from the City; and

Whereas, The Authority has agreed to accept the Grant from the City and, pursuant to the Program, to make the Loans to the Partnerships in connection with the Projects, all pursuant to the terms and conditions hereof; and

Whereas, The City Council of the City (the "City Council") has appropriated, in the Annual Appropriation Ordinance for 1995, as amended, $2,000,000 from Corporate Fund No. 100 for affordable housing bond initiatives (the "Bond Initiative Funds"); and

Whereas, In an ordinance passed by the City Council on May 17, 1995 and published in the Journal of Proceedings of the City Council (the "Journal of Proceedings") for the same date at pages _____, the City Council authorized and directed the transfer of $2,000,000 within Corporate Fund No. 100 for purposes of the Grant (the "Transferred Funds"); and

Whereas, The City proposes to use the Bond Initiative Funds and the Transferred Funds (collectively, the "Grant Funds") for purposes of the Grant pursuant to the terms and conditions hereof; and

Whereas, The execution of this Agreement has been authorized by the City Council pursuant to an ordinance passed on May 17, 1995 and published in the Journal of Proceedings for the same date at pages _____; and

Whereas, The execution of this Agreement has been authorized by the Authority pursuant to a resolution passed by the members of the Authority on May 19, 1995;

Now, Therefore, In consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Authority agree as follows:

Article I.

Incorporation Of Recitals.

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

Article II.

Definitions.

2.1 Definitions.

As used herein, the following terms shall have the following meanings, unless otherwise indicated:

"Act" shall mean the Illinois Housing Development Act, 20 ILCS 3805/1, et seq. (1992).

"Advisory Commission" shall mean the Illinois Affordable Housing Commission established by and acting pursuant to Section 6(a) of the Illinois Affordable Housing Act, 310 ILCS 65/1, et seq. (1992).

"Agreement" shall mean this Trust Fund Bond Program Grant Agreement by and between the City and the Authority, as from time to time supplemented, amended and restated.

"Anchor Grant Portion" shall mean the portion of the Grant funds allocable to the Anchor Loan plus all investment earnings on such Grant funds.

"Anchor Loan" shall mean the loan by the Authority of Bond proceeds to the Anchor Partnership in connection with the acquisition, rehabilitation and/or permanent financing of the Anchor Project.

"Anchor Partnership" shall mean _____, an Illinois limited partnership, whose sole general partner is Woodlawn Community Development Corporation, an Illinois not-for-profit corporation, and which is the owner of the Anchor Project.

"Anchor Project" shall mean that certain apartment building located at 1200 West 76th Street, within the corporate limits of the City, which is owned by the Anchor Partnership and which shall contain, after completion of rehabilitation, approximately 115 units.

"Authority" shall mean the Illinois Housing Development Authority, a body politic and corporate established pursuant to the Act, having its principal office at 401 North Michigan Avenue, Chicago, Illinois 60611, and its successors and assigns.

"Bond Insurer" shall have the meaning given to such term in the Series 1995A Resolution.

"Bonds" shall mean the $_____ Affordable Housing Program Trust Fund Bonds, Series 1995A, issued by the Authority as of the date hereof, a portion of the proceeds of which are to be used to make the Loans in connection with the Program.

"Cash Flow Statement" shall have the meaning given to such term in the General Resolution.

"City" shall mean the City of Chicago, Illinois, and its successors and assigns.

"City Council" shall mean the City Council of the City, and its successors and assigns.

"Determination" shall have the meaning given to such term in the Series 1995A Resolution.

"D.O.H." shall mean the Department of Housing of the City, and any successor to such Department.

"Events of Default" shall have the meaning given to such term in Section 9.1 hereof.

"Family" shall have the meaning assigned to such term in 24 C.F.R. Section 812.2.

"General Resolution" shall mean that certain Affordable Housing Program trust Fund Bond General Resolution of the Authority, as adopted by the members of the Authority on May 20, 1994, as amended and restated on July 15, 1994, but shall not include any other amendments, supplements or restatements.

"Grant" shall mean the grant, in the principal amount of $_____, of the City's corporate funds made by the City to the Authority pursuant hereto, of which $_____ shall be allocable to the Westwood Loan, $_____ shall be allocable to the Anchor Loan, and $_____ shall be allocable to the Jade Garden Loan.

"H.A.P. Contract" shall mean the Housing Assistance Payments Contract between _____, and the Anchor Partnership, dated _____ and with respect to the Anchor Project, or any other contract with respect to the Anchor Project providing for housing assistance payments pursuant to Section 8 of the United States Housing Act of 1937.

"H.U.D." shall mean the United States Department of Housing and Urban Development, and its successors and assigns.

"Investment" shall mean, collectively, the investment instruments described on (Sub)Exhibit A attached hereto and hereby made a part hereof and any Permitted Investments, in which the Grant funds shall be invested or reinvested by the Authority pursuant to the terms and conditions hereof.

"Jade Garden Loan" shall mean the loan by the Authority of Bonds proceeds to the Jade Garden Partnership in connection with the acquisition, new construction and/or permanent financing of the Jade Garden Project.

"Jade Garden Partnership" shall mean _____, an Illinois limited partnership, which is the owner of the Jade garden Project and whose sole general partner is _____, an Illinois limited partnership, the sole general partner of which is The Habitat Company,

an Illinois corporation, and the sole limited partner of which is Chinese American Development Corporation, an Illinois corporation.

"Jade Garden Project" shall mean those certain apartment buildings to be located in the Chinatown Square Residential-Business Planned Development No. 383, on or about 18th Street and Wentworth Avenue, all within the corporate limits of the City, which are owned by the Jade Garden Partnership and which shall contain, after completion of construction, approximately 72 units.

"Loans" shall mean, collectively, the Westwood Loan, the Anchor Loan and the Jade Garden Loan.

"Low-Income Families" shall mean and include Families whose annual income does not exceed 60% of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by H.U.D., and thereafter such income limits shall apply to this definition.

"Multi-Family Mortgage Revenue Bond Coverage Ratio" shall mean the ratio of (a) the sum of (i) amounts on deposit in the Mortgage Revenue Account derived from Revenues from multi-family Mortgage Loans which have commenced principal amortization other than from Mortgage Loans for Section 8 Developments (excluding investment earnings on deposit in the Investment Earnings Subaccount) plus (ii) that portion of the debt service owing on the Mortgage Loans for the Subsidized Developments which are not also Section 8 Developments for the next succeeding interest payment date to be paid from amounts on deposit in the Subsidy Fund to (b) the Mortgage Revenue Debt Service Amount other than debt service allocable to Section 8 Developments. The Multi-Family Mortgage Revenue Bond Coverage Ratio shall take effect only upon commencement of the principal amortization of a Mortgage Loan. As used herein, the terms "Mortgage Revenue Account," "Revenues," "multi-family Mortgage Loans," and "Investment Earnings Subaccount" shall have the meanings given to such terms in the General Resolution. As used herein, the terms "Section 8 Developments," "Subsidized Developments" and "Mortgage Revenue Debt Service Amount" shall have the meanings given to such terms in the Series 1995A Resolution.

"Official Statement" shall mean that certain Official Statement of the Authority dated _____, 1995 with respect to the Bonds.

"Partnerships" shall mean, collectively, the Westwood Partnership, the Anchor Partnership and the Jade Garden Partnership.

"Permitted Investments" shall mean any of those investment instruments described in the definition of the term "Permitted Investments" in the General Resolution. For purposes of this definition

only, the term "General Resolution" shall be deemed to include all amendments, supplements and restatements thereof or thereto.

"Program" shall mean the Illinois Affordable Housing Trust Fund Bond Program of the Authority, pursuant to which the Authority is issuing the Bonds and shall use a portion of the proceeds thereof to finance acquisition, rehabilitation, new construction and/or permanent financing costs of the Projects.

"Projects" shall mean, collectively, the Westwood Project, the Anchor Project and the Jade Garden Project.

"Resolutions" shall mean, collectively, the General Resolution and the Series 1995A Resolution.

"Series 1995A Multi-Family Mortgage Loan Account" shall have the meaning given to such term in Section 10(a) of the Series 1995A Resolution.

"Series 1995A Resolution" shall mean only that certain resolution adopted by the Authority on May 19, 1995 authorizing the issuance of the Bonds, and shall not include any amendments, supplements or restatements thereto or thereof.

"Trustee" shall mean The First National Bank of Chicago, a national banking association, and any successor trustee under the Series 1995A Resolution.

"Westwood Loan" shall mean the loan by the Authority of Bond proceeds to the Westwood Partnership in connection with the acquisition, rehabilitation and/or permanent financing of the Westwood Project.

"Westwood Partnership" shall mean _____, an Illinois limited partnership, whose sole general partner is 62nd Street Phase II Joint Venture, an Illinois partnership whose general partners are Neighborhood Reinvestment Resources Corporation, an Illinois corporation, and Chicago Urban League Development Corporation, an Illinois not-for-profit corporation, and which is the owner of the Westwood Project.

"Westwood Project" shall mean those certain apartment buildings located at 6201 South Dr. Martin Luther King, Jr. Drive, 6153 South Vernon Avenue and 6201 South Rhodes Avenue, all within the corporate limits of the City, and which are owned by the Westwood Partnership and which shall contain, after completion of rehabilitation, approximately forty-two (42) units.

Article III.

Terms Of Grant.

3.1 Purposes Of Grant.

The City hereby agrees to make the Grant to the Authority, and the Authority agrees to accept the Grant, to be used to pay a portion of the principal of and interest on the Loans, pursuant to the terms and conditions hereof.

3.2 Timing And Amount Of Grant.

On the date hereof, the City shall transfer the principal amount of the Grant to the Authority by wire transfer, unless otherwise agreed in writing by the City and the Authority.

3.3 Investment And Reinvestment Of Grant Funds.

As of the date hereof, the Grant funds shall be invested by the Authority in the investment described on (Sub)Exhibit A hereto. In the event that any portion of the Investment shall mature or be otherwise repayable to the Authority prior to the date of repayment in full of all of the Loans, the funds derived from such Investment portion shall be reinvested by the Authority in one or more Investments, or shall be otherwise used as the Authority and the City shall agree in writing. Pursuant to the Series 1995A Resolution, the Grant funds shall be held by the Trustee as provided therein.

3.4 Use Of Investment Proceeds.

(a) Subject to paragraphs (b) and (c) of this Section 3.4, principal of and interest on the Investment shall be used to pay a portion of the principal of and Interest on the Loans, in accordance with the schedule attached hereto as (Sub)Exhibit B and hereby made a part hereof. If on any date for payment of principal of and/or interest on the Loans, the principal of and interest on the Investment payable to the Authority on such date shall exceed the amount specified on (Sub)Exhibit B hereto to be used to pay principal of and interest on the Loans on such date, the amount of such principal of and interest on the Investment in excess of such agreed amount shall be reinvested by the Authority in one or more Permitted Investments, or shall be otherwise used as the Authority and the City shall agree in writing.

(b) Upon the occurrence of any of the events described in Section 3.5 hereof, thereafter principal of and interest on the Investment shall be used

to pay a portion of the remaining outstanding principal of and interest on the Loans, if any, not in accordance with (Sub)Exhibit B hereto, but as reflected in a Cash Flow Statement delivered by the Authority to the Bond Insurer, the Trustee and the City pursuant to Section 5.8(f) hereof.

(c) The Anchor Grant Portion shall be used as follows:

(1) Subject to the remaining subparagraphs of this paragraph (c), the Anchor Grant Portion shall be used to pay a portion of the principal of and interest on the Anchor Loan in accordance with the schedule on (Sub)Exhibit B hereto.

(2) In the event that the H.A.P. Contract shall be renewed for a term ending not earlier than the maturity date of the Anchor Loan and providing for payments in an amount not less than the amount provided prior to such renewal, the undisbursed portion of the Anchor Grant Portion shall be repaid to the City as provided in Section 3.5 (a) (7) hereof.

(3) In the event that the H.A.P. Contract shall be renewed other than as described in (2) above, the undisbursed portion of the Anchor Grant Portion shall be, in whole or in part, repaid to the City, reinvested in one or more Permitted Investments, and/or used to pay principal of and interest on the Anchor Loan, all as reflected in a Cash Flow Statement delivered by the Authority to the Bond Insurer, the Trustee and the City pursuant to Section 5.8(f) hereof.

As used in this Section 3.4 (c), the term "renewed" shall include a new H.A.P. Contract whose term commences after the expiration of the term of the prior H.A.P. Contract.

3.5 Repayment Of Grant.

(a) Upon any of the following events, the Authority shall promptly repay to the City the following amount of Grant funds:

(1) in the event that (i) any Loan shall not initially close, and the applicable mortgage securing such Loan not be recorded, prior to the first anniversary of the date hereof, and (ii) the Authority shall not make such Loan and shall redeem Bonds as provided in Section 5.8 (a) hereof and Section ____ of the Determination: the portion of the Grant allocable to such Loan plus all investment earnings thereon, which are not needed to pay debt service on an allocable portion of the Bonds as a result of such redemption as reflected in a Cash Flow Statement delivered by the Authority to the Bond Insurer, the Trustee and the City;

(2) in the event that (i) as of the closing date of any Loan, any of the terms of such Loan specified on (Sub)Exhibit B hereto shall differ from those described on (Sub)Exhibit B hereto, and (ii) the Authority shall not

make such Loan and shall redeem Bonds as provided in Section 5.8 (b) hereof and Section ____ of the Determination: the portion of the Grant allocable to such Loan plus all investment earnings thereon, which are not needed to pay debt service on an allocable portion of the Bonds as a result of such redemption as reflected in a Cash Flow Statement delivered by the Authority to the Bond Insurer, the Trustee and the City;

(3) subject to the provisions of Sections 3.5 (b) and (c) hereof, in the event that (i) all of the proceeds of a Loan are not disbursed within four (4) years from the date of closing of such Loan, and (ii) the Authority shall reduce the principal amount of the Loan and redeem a corresponding amount of Bonds as provided in Section 5.8 (c) hereof and Section ____ of the Determination: the undisbursed portion of the Grant allocable to such Loan plus all undisbursed investment earnings thereon, which are not needed to pay debt service on an allocable portion of the Bonds as a result of such redemption as reflected in a Cash Flow Statement delivered by the Authority to the Bond Insurer, the Trustee and the City;

(4) subject to the provisions of Sections 3.5 (b) and (c) hereof, in the event that (i) acquisition and construction or rehabilitation, as applicable, of a Project are not completed within four (4) years from the date of closing of the respective Loan, and (ii) the Authority shall, as provided in Section 5.8 (d) hereof and Section ____ of the Determination, either (A) reduce the principal amount of the Loan or (B) declare an "Event of Default" under the related loan documents and foreclose the mortgage securing such Loan, and in either event redeem Bonds in a principal amount equal to the undisbursed proceeds remaining on deposit in the Series 1995A Multi-Family Mortgage Loan Account allocable to such Loan or in an amount equal to the moneys obtained through such foreclosure proceedings: the undisbursed portion of the Grant allocable to such Loan plus all undisbursed investment earnings thereon, which are not needed to pay debt service on an allocable portion of the Bonds as a result of such redemption as reflected in a Cash Flow Statement delivered by the Authority to the Bond Insurer, the Trustee and the City;

(5) in the event that (i) at any time, all or a portion of a Loan shall be prepaid by or on behalf of the applicable Partnership and (ii) the Authority shall redeem an allocable portion of the Bonds as provided in Section 5.8 (e) hereof and Section ____ of the Determination: an amount of the undisbursed portion of the Grant allocable to such Loan plus all undisbursed investment earnings thereon, which are not needed to pay debt service on an allocable portion of the bonds as a result of such redemption as reflected in a Cash Flow Statement delivered by the Authority to the Bond Insurer, the Trustee and the City;

(6) in the event that any amount of the portion of the Grant allocable to a Loan and/or any investment earnings on such portion shall remain undisbursed as of the date of repayment in full of any Loan and the amount of Bonds allocable to such Loan: an amount of the undisbursed

portion of the Grant allocable to such Loan plus all undisbursed investment earnings thereon;

(7) in the event that the H.A.P. Contract shall be renewed for a term ending not earlier than the maturity date of the Anchor Loan and providing for payments in an amount not less than the amount provided prior to such renewal: the undisbursed portion of the Anchor Grant Portion; or

(8) in the event that the H.A.P. Contract shall be renewed other than as described in (7) above: a portion of the undisbursed portion of the Anchor Grant Portion as reflected in a Cash Flow Statement delivered by the Authority to the Bond Insurer, the Trustee and the City pursuant to Section 5.8 (f) hereof.

(b) In the event that an "Event of Default" as defined in a loan agreement for a Loan shall occur and the Authority shall obtain repayment in full of the Loan, from funds other than the undisbursed portion of the Grant allocable to such Loan plus all undisbursed investment earnings thereon, in the amounts required by the loan agreement to pay in full the Loan and redeem an allocable portion of the Bonds, the Authority shall promptly repay to the City the undisbursed portion of the Grant allocable to such Loan plus all indisbursed investment earnings thereon, which are not needed to pay debt service on an allocable portion of the Bonds as a result of such redemption as reflected in a Cash Flow Statement delivered by the Authority to the Bond Insurer, the Trustee and the City.

(c) In the event that an "Event of Default" as defined in a loan agreement for a Loan shall occur and the Authority shall not be able to obtain repayment in full of the Loan, as provided in such loan agreement, from funds other than the undisbursed portion of the Grant allocable to such Loan plus all undisbursed investment earnings thereon, the Authority shall promptly repay to the City the amount, if any, of the undisbursed portion of the Grant allocable to such Loan plus all undisbursed investment earnings thereon in excess of the amount needed, together with other funds available to the Authority, to repay such Loan in full and to redeem an allocable portion of the Bonds as reflected in a Cash Flow Statement delivered by the Authority to the Bond Insurer, the Trustee and the City.

For purposes of this Agreement, whenever a Cash Flow Statement is required to be delivered prior to releasing Grant funds to the City, such Cash Flow Statement need only demonstrate that the Multi-Family Mortgage Revenue Bond Coverage Ratio after effectuating the redemption of the Bonds and the release of the Grant funds to the City shall not be less than the Multi-Family Mortgage Revenue Bond Coverage Ratio immediately prior to taking such action as reflected in the most recent Cash Flow Statement on file with the Trustee.

3.6 Investment Loss.

(a) If on any date for the payment of principal of and/or interest on a Loan, the amount of principal of and interest on the invested Grant funds available to pay such principal of and/or interest on such Loan shall be, due to the failure of the Authority to invest the Grant funds in the Investment, less than the amount specified on (Sub)Exhibit B hereto to be used to pay such debt service on such Loan on such date, the Authority agrees that it shall not seek to obtain the amount of such deficit from the applicable Partnership.

(b) If on any date for the payment of principal of and/or interest on a Loan, the amount of principal of and interest on the invested Grant funds available to pay such principal of and/or interest on such Loan shall be, other than due to the failure of the Authority to invest the Grant funds in the Investment, less than the amount specified on (Sub)Exhibit B hereto to be used to pay such debt service on such Loan on such date, the Authority and the City agree that the Authority may seek to obtain the amount of such deficit from the applicable Partnership.

Article IV.

Terms Of Bonds, Loans And Projects.

4.1 Terms Of Bonds.

The Authority is issuing the Bonds as of the date hereof in accordance with the terms of the General Resolution, the Series 1995A Resolution, the Determination and the Official Statement. All or a portion of the proceeds of the Bonds shall be used to make the Loans, which shall comply with the terms of Section 4.2 hereof, to finance acquisition, rehabilitation, new construction and/or permanent financing costs of the Projects which comply with the terms of Section 4.3 hereof. After the date hereof, the Authority shall not cause or permit any amendment to the following terms of the Bonds, without the prior written consent of the City: (i) the principal amount, (ii) the interest rate, (iii) the scheduled dates for repayment of principal of and interest on the Bonds, (iv) the scheduled amounts of principal and interest due on each such repayment date, (v) the redemption terms, including the amount of any redemption premium, and (vii) the amounts and types of collateral securing repayment of the Bonds.

4.2 Terms Of Loan.

The following terms of each Loan are specified on (Sub)Exhibit B hereto: (i) the principal amount, (ii) the interest rate, (iii) the dates for repayment of principal of and interest on such Loan, (iv) the amounts of principal and

interest due on each such repayment date, and (v) the amounts and types of collateral securing repayment of such Loan. After the date hereof, the Authority shall not cause or permit any amendment to such terms of the Loans, without the prior written consent of the City.

4.3 Terms Of Projects.

(a) The acquisition, rehabilitation, construction, permanent financing and management of each Project shall fully comply with all applicable Program requirements.

(b) All of the units in each Project shall, at initial occupancy after completion of rehabilitation or construction, as applicable, (1) have monthly rents not in excess of thirty percent (30%) of the maximum allowable monthly income for a Low-Income Family, and (2) be available for occupancy to and be occupied by Families qualifying as Low-Income Families upon initial occupancy of such units by such Families.

(c) Following initial occupancy after completion of rehabilitation or construction, as applicable, all the units in each Project shall comply with the applicable use, tenant income and rent restrictions to the extent required for continuing compliance under Section 42 of the Internal Revenue Code of 1986 for housing developments receiving an allocation of low-income housing tax credits in compliance with said Section 42.

(d) Subject to paragraph (c) of this Section 4.3, transfer of any interest in any Partnership or any Project shall be subject to approval by the Authority in its sole discretion.

(e) The Authority covenants and agrees that, for all Projects, the Authority shall not change or waive the requirements of paragraphs (b) and (c) of this Section 4.3 with respect to the Projects without the prior written consent of the City.

(f) After the date hereof, the Authority shall not cause or permit any of the following changes to any Project without the prior written consent of the City:

(1) the total number and the locations of the buildings in such Project;

(2) the total number of units in such Project;

(3) the number of units for each bedroom size in such Project; and

(4) the total amount of Project costs approved by the Authority and the sources and amounts of funds available to pay such costs.

Article V.

Responsibilities Of Authority.

5.1 Requirements For Bonds.

The Authority shall ensure that the applicable requirements of Article IV hereof and of its resolutions, including the Series 1995A Resolution, both with respect to the Bonds, are fully satisfied.

5.2 Authority's Power.

The Authority represents and warrants to the City that it has the power to perform its obligations hereunder.

5.3 Standard Of Performance.

The Authority shall perform all obligations required of it under this Agreement, including the investment of the Grant funds, with the standard of skill, care and diligence as ordinarily employed by housing finance authorities exercising reasonable care in the financing of affordable housing. The Authority shall perform, or cause to be performed, all its obligations hereunder in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the City. This provision in no way limits the City's rights against the Authority either under this Agreement or otherwise, at law or in equity.

5.4 Nondiscrimination.

The Authority agrees that in performing under this Agreement, the Authority shall comply with the applicable requirements of the Chicago Human Rights Ordinance, Municipal Code of Chicago, Ch. 2-160 (1990).

5.5 Records.

The Authority shall keep, or cause the Trustee to keep, accurate and detailed books, records and accounts with respect to all funds received, receivable, disbursed or disbursable by it in connection with the Grant, the Bonds, each Project and each Loan for at least three years after the end of the term of each Loan or otherwise pursuant to this Agreement, and shall make all such books, records and accounts available for inspection to the City at the Authority's business premises during normal working hours. The Authority shall maintain and make available to the City such other records and documentation pertaining to this Agreement as the City

requires to monitor the Grant, each Project and each Loan. The Authority shall keep all documentation, records, books and accounts in connection with the Grant, each Project and each Loan and make them available to the City for audit, inspection, copying, abstracting and transcribing, and shall not dispose of any such documentation, records, books and accounts until after prior written notice to and prior written approval from the City.

5.6 Licensed Personnel.

The Authority, if required to be licensed or certified under any applicable statute, ordinance, rule or regulation, shall provide instructional and administrative personnel who are likewise so licensed or certified. The Authority, if exempt from licensure or certification under any applicable statute, ordinance, rule or regulation, shall provide instructional and administrative personnel who are otherwise competent and qualified to perform the obligations of the Authority under this Agreement. The Authority shall retain and make available to the City all proofs and verification of licensure, certification or expertise including, but not limited to, resumes and job descriptions upon request.

5.7 Reporting Requirements.

As of the date hereof, the Authority shall provide to the City fully executed copies of the Official Statement, the General Resolution, the Series 1995A Resolution and the Determination. The Authority shall provide promptly to the City written notice, in substance satisfactory to the City, with respect to the following information:

(a) a fully executed copy of the applicable mortgage note and loan agreement with respect to each Loan;

(b) for each Project, the date of final disbursement of the respective Loan proceeds;

(c) for each Project, the date of completion of rehabilitation or construction, as applicable, thereof;

(d) the amounts and dates of any prepayments of any Loan;

(e) the amounts and dates of any redemptions of the Bonds;

(f) any changes in the ownership of any Project or in the structure of any Partnership;

(g) any defaults by any Partnership with respect to such Partnership's Loan, or any waivers granted by the Authority to any Partnership in connection with a default by such Partnership with respect to such

Partnership's Loan, and with respect to any defaults not waived by the Authority, the remedies being pursued by the Authority;

(h) in the event that any portion of the Investment shall mature or be otherwise repayable to the Authority prior to the date of repayment in full of all of the Loans, the amount of such portion;

(i) if on any date for payment of principal of and/or interest on the Loans, the principal of and interest on the Investment payable to the Authority on such date shall exceed the amount specified on (Sub)Exhibit B to be used to pay principal of and interest on the Loans on such date, the amount of such principal of and interest on the Investment in excess of such agreed amount; and

(j) if on any date for the payment of principal of and/or interest on a Loan, the amount of principal of and interest on the Investment available to pay such principal of and/or interest on such Loan shall be less than the amount specified on (Sub)Exhibit B hereto to be used to pay such debt service on such Loan on such date, the amount of such deficit and the reason for such deficit.

5.8 Redemption Of Bonds; Reduction Of Loans.

The Authority agrees to undertake each of the following:

(a) In the event that any Loan shall not initially close, and the applicable mortgage securing such Loan not be recorded, prior to the first anniversary of the date hereof, the Authority shall not make such Loan and shall redeem Bonds as provided in the Resolution and Section ____ of the Determination.

(b) In the event that as of the closing date of any Loan, any of the terms of such Loan specified on (Sub)Exhibit B hereto shall differ from those described on (Sub)Exhibit B hereto, the Authority shall not make such Loan and shall redeem Bonds as provided in the Resolutions and Section ____ of the Determination.

(c) Subject to the provisions of Sections 3.5(b) and (c) hereof, in the event that all of the proceeds of a Loan are not disbursed within four years from the date of closing of such Loan, the Authority shall reduce the principal amount of the Loan and redeem a corresponding amount of Bonds as provided in the Resolutions and Section ____ of the Determination.

(d) Subject to the provisions of Sections 3.5(b) and (c) hereof, in the event that acquisition and construction or rehabilitation, as applicable, of a Project are not completed within four years from the date of closing of the respective Loan, the Authority shall either (i) reduce the principal amount of the Loan or (ii) declare an "Event of Default" under the related

loan documents and foreclose the mortgage securing such Loan, and in either event redeem Bonds in a principal amount equal to the undisbursed proceeds remaining on deposit in the Series 1995A Multi-Family Mortgage Loan Account allocable to such Loan or in an amount equal to the moneys obtained through such foreclosure proceedings.

(e) In the event that, at any time, all or a portion of a Loan shall be prepaid by or on behalf of the applicable Partnership, the Authority shall redeem an allocable portion of the Bonds as provided in the Resolutions and Section ____ of the Determination.

(f) Upon the occurrence of any of the events described in Section 3.4(b) or (c)(3) or 3.5 (a)(1) -- (5), (8)(b) or (c) hereof, the Authority shall promptly deliver a Cash Flow Statement to the Bond Insurer, the Trustee and the City.

Article VI.

Representations And Warranties.

6.1 Representations And Warranties.

In connection with the execution and delivery of this Agreement, the Authority represents and warrants to the City that:

(a) the Authority makes loans secured by residential real estate;

(b) the Authority is financially solvent; the Authority, its employees, agents and officials are competent to perform the services required under this Agreement; and the Authority is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;

(c) to the best of the Authority's knowledge, no member of the governing body of the City and no officer, agent or employee of the City is employed by the Authority or has a financial or economic interest directly in this Agreement except as may be permitted by the Board of Ethics established pursuant to the Municipal Code of Chicago;

(d) the Authority is not in default at the time of the execution of this Agreement, and has not been, within five (5) years preceding the date hereof, in default on any contract or loan awarded by the City;

(e) the Authority has carefully examined and analyzed the provisions and requirements of this Agreement; from its own analysis the Authority has satisfied itself as to the nature of all things needed for the performance of this Agreement; and the time available to the Authority for such examination, analysis, inspection and investigation was adequate;

(f) barring any unforeseen circumstances, this Agreement is feasible of performance in accordance with all of its provisions and requirements;

(g) except only for those representations, statements or promises expressly contained in this Agreement and any (sub)exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Authority to enter into this Agreement or has been relied upon by the Authority including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the general conditions which may in any way affect this Agreement or its performance; or (iii) any other matters, whether similar to or different from those referred to in (i) or (ii) immediately above, affecting or having any connection with this Agreement, the negotiation hereof, any discussions hereof, the performance hereof or those employed herein or connected or concerned herewith; and

(h) the Authority was given ample opportunity and time and was requested by the City to review thoroughly this Agreement prior to execution of this Agreement in order that the Authority might request inclusion in this Agreement of any statement, representation, promise or provision which is desired or on which the Authority wished to place reliance that it did so review said documents, and every such statement, representation, promise or provision has been included in this Agreement.

Article VII.

Compensation.

7.1 Compensation.

No compensation shall be paid by the City to the Authority in connection with this Agreement.

Article VIII.

Special Conditions.

8.1 Conflict Of Interest.

No member of the governing body of the City or other unit of government and no officer, employee or agent of the City or other unit of government shall have any personal interest, direct or indirect, in this Agreement and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The Authority represents, warrants and covenants that it, its officers, directors and employees have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Authority's services hereunder. The Authority further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Authority.

8.2 Non-Liability Of Public Officials.

(a) No official, employee or agent of the City shall be charged personally by the Authority, or by any assignee or subcontractor of the Authority, with any liability or expenses of defense or shall be held personally liable to the Authority under any terms or provisions of this Agreement because of the City's execution or attempted execution hereof or because of any breach hereof.

(b) No member, officer, agent or employee of the Authority or the Advisory Commission, their successors and assigns, shall be liable personally concerning matters arising out of or in relation to the undertakings or obligations set forth in this Agreement.

8.3 Contract Inducements.

The Authority shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of such Chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of said Chapter 2-156 shall be voidable as to the City.

Article IX.

Events Of Default.

9.1 Events Of Default Defined.

The following, subject to the notice and cure provisions of Section 9.2 hereof, shall constitute events of default ("Events of Default") hereunder:

(a) any misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Authority to the City in connection herewith;

(b) the Authority's failure to perform any of its obligations under this Agreement including, but not limited to, the following:

(1) failure to comply fully with applicable federal, state and local law pertaining to the use of the Grant funds by the Authority;

(2) failure to comply fully with the provisions of Article III hereof with respect to use and repayment of the Grant funds and the Investment proceeds;

(3) failure to comply fully with the provisions of Article IV hereof with respect to the terms of the Bonds, the Loans and the Projects; or

(4) failure to maintain records or to provide reports or Cash Flow Statements to the City as required under Sections 5.5, 5.7 or 5.8, respectively, hereof;

(c) the dissolution of the Authority or the entry of a decree or order for relief by a court having jurisdiction with respect to the Authority in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) of the Authority or for any substantial part of the property of the Authority or ordering the winding-up or liquidation of the affairs of the Authority and the continuance of any such decree or order unstayed and in effect for a period of thirty (30) consecutive days; or

(d) the commencement by the Authority of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Authority to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator (or

other similar official) of the Authority or of any substantial part of the property of the Authority or of any royalties, revenues, rents, issues or profits therefrom, or the making by the Authority of any assignment for the benefit of creditors or the failure of the Authority generally to pay its debts as such debts become due or the taking of action by the Authority in furtherance of any of the foregoing.

9.2 Remedies.

(a) If any event referred to in Section 9.1 hereof cannot reasonably be cured within sixty (60) days after receipt of notice given in accordance with the terms of this Agreement, or if the Authority has failed, in the sole opinion of the City, to commence and continue diligent efforts to cure such event, the City may, at its sole option, declare an Event of Default hereunder. Whether to declare an Event of Default hereunder is within the sole discretion of the City and neither that decision nor the factual basis for it is subject to review or challenge under this Agreement. Written notification of, or that results in, an Event of Default, and any intention of the City to terminate this Agreement, shall be provided to the Authority and such decision shall be final and effective upon receipt of such notice pursuant to Section 10.4 hereof and failure to cure within the stated applicable cure period. Upon the giving of such notice, the City may invoke any or all of the following remedies:

(1) the right to specific performance, an injunction or any other appropriate equitable remedy;

(2) the right to money damages, other than repayment of the Grant funds and all investment earnings thereon; and

(3) the right to deem the Authority non-responsible in future contracts to be awarded by the City.

(b) If the City considers it to be in its best interests, it may elect not to declare an Event of Default hereunder. The parties acknowledge that this provision is solely for the benefit of the City and that if the City does not declare one or more Events of Default, the Authority shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights thereby.

(c) The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall it be construed as a waiver of any Event of

Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Article X.

General Conditions.

10.1 Entire Agreement.

This Agreement constitutes the entire Agreement between the City and the Authority and may not be modified, altered or amended unless agreed to by both parties in writing. Any waiver or any provision of this Agreement must be executed in writing by the party granting the waiver and such waiver shall not affect any other rights of the party granting the waiver or act to affect any other duty or obligation of the party receiving the waiver.

10.2 Counterparts.

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

10.3 Headings.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

10.4 Notices.

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

If To City:

Department of Housing
City of Chicago
318 South Michigan Avenue
Chicago, Illinois 60604
Attention: Commissioner

With Copies To:

Office of the Corporation Counsel
City of Chicago
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

And

Department of Finance
City of Chicago
City Hall, Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Comptroller

If To Authority:

Illinois Housing Development Authority
Suite 900
401 North Michigan Avenue
Chicago, Illinois 60611
Attention: Chief Financial Officer

With A Copy To:

Illinois Housing Development Authority
Suite 900
401 North Michigan Avenue
Chicago, Illinois 60611
Attention: General Counsel

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

10.5 Disclaimer Of Relationship.

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

10.6 Assignment.

(a) Except with respect to the investment of the Grant funds by the Trustee, the Authority may not sell, assign or transfer this Agreement or any interest hereunder.

(b) The Authority consents to the City's sale, assignment, transfer or other disposition of this Agreement at any time in whole or in part.

10.7 Invalidation.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

10.8 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of laws principles.

10.9 Approval.

Wherever in this Agreement provision is made for the approval or consent of the City, or any matter is to be to the City's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the like shall be made, given or determined by the City in its sole discretion, subject to review by the Corporation Counsel.

10.10 Binding Effect.

Subject to the rights and limitations contained in Section 10.6 hereof, this Agreement shall inure to the benefit of and shall be binding upon the City, the Authority and the City's successors and assigns. This Agreement is

intended to be and is for the sole and exclusive benefit of the parties hereto and the successors and assigns of the City.

10.11 Construction Of Words.

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, and the masculine form shall include feminine and neuter.

10.12 City Fund.

The City Fund chargeable shall be Fund No. _____.

10.13 References To Statutes, Et Cetera.

Except as otherwise provided herein, all references herein to statutes, regulations, rules, executive orders, ordinances, resolutions or notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, notices and circulars.

10.14 City's Power.

The City represents and warrants to the Authority that the City has the power to perform its obligations hereunder and that the Grant Funds have been appropriated for the purposes described herein.

10.15 Disclosure.

The Authority acknowledges and agrees that the City has and shall have no responsibility in connection with the disclosure of any of the terms of the Program, the Resolutions, the Determination, the Bonds, the Loans, the Projects, the Partnerships or this Agreement to any Bondholder or any other party, pursuant to the Official Statement or otherwise.

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

City of Chicago, Illinois

By: _____
Commissioner,
Department of Housing

Illinois Housing Development Authority

By: _____

Its: _____

(Sub)Exhibits "A" and "B" referred to in this Trust Fund Bond Program Grant Agreement read as follows:

(Sub)Exhibit "A".

Investment Description.

As of the date hereof, the Investment shall consist of the following:

_____

_____

_____

_____

(Sub)Exhibit "B".

Schedule Of Loan Repayments And Use Of Grant Funds.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SETTLEMENT AGREEMENT REGARDING *PHILLIPS V. MERRIWEATHER.*

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order in the following case: *Phillips v. Merriweather*, 92 C 8488 in the amount of $250,000, 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 Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Phillips v. Merriweather,* 92 C 8488 in the amount of $250,000.

DECLARATION OF INTENT FOR ISSUANCE OF INDUSTRIAL DEVELOPMENT BONDS TO ACTIVE GRAPHICS, INC. FOR IMPROVEMENT OF PROPERTY AT 1532 WEST FULTON STREET.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the City's intent to issue Industrial Development Bonds to Active Graphics, Inc. to finance improvements at a facility located at 1532 West Fulton Street, in the amount of $4,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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 Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois and as such may legislate matters which pertain to its local governmental affairs; and

WHEREAS, As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City is authorized and empowered to issue industrial development bonds for the purpose of financing costs associated with industrial development projects, and such financing constitutes a public purpose pursuant to Section 1(a), Article VIII of the Constitution of the State of Illinois; 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, Active Graphics, Inc., an Illinois corporation (the "Company"), has proposed a certain industrial development project consisting of the construction of improvements on a facility leased by the

Company that is located at 1532 West Fulton Street, Chicago, Illinois, 60607, and the acquisition and installation of equipment at such facility, to enable the expansion of the Company's business (the "Project"); and

WHEREAS, The Company has requested that the City issue industrial development bonds in an amount not to exceed $4,500,000 (the "Bonds") for the purpose of financing all or a portion of the Project costs; and

WHEREAS, It is intended that this ordinance shall constitute "some other similar official action" toward the issuance of the Bonds within the meaning of Treasury Regulations Section 1.150-2; 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 City intends to issue the Bonds and lend the proceeds thereof to the Company for the purpose of financing the Project. The total amount of Bonds which the City intends to issue for the Project will not exceed $4,500,000.

SECTION 3. Certain costs will be incurred by the Company in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse such costs with proceeds of the Bonds. The amount of such expenditures which the City reasonably expects to reimburse from proceeds of the Bonds will not exceed $2,750,000.

SECTION 4. The costs to be reimbursed will be paid from funds of the Company which have been allocated to other purposes.

SECTION 5. This ordinance is consistent with the budgetary and financial circumstances of the City. No funds from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City for the Project.

SECTION 6. This ordinance constitutes a declaration of official intent under Treasury Regulations Section 1.150-2.

SECTION 7. 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 8. This ordinance shall be effective as of the date of its passage.

AUTHORIZATION TO RESTRUCTURE EXISTING LOANS TO JEFFERSON PARTNERS LIMITED PARTNERSHIP FOR PROPERTY AT 216 SOUTH JEFFERSON STREET AND 217 NORTH JEFFERSON STREET.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the restructuring of existing loans to the Jefferson Partners Limited Partnership for the property located at 216 South Jefferson Street and 217 North Jefferson 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 Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the Council's Rules of Order and Procedure.

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 Council of the City ("City Council") enacted an ordinance on March 20, 1985, published at pages 14484 -- 14485 of the Journal of Proceedings of the City Council of that date (the "216 H.U.D. Ordinance"), pursuant to which the City authorized (i) the submission by the Mayor of the City, through its Department of Planning, of an application to the United States Department of Housing and Urban Development ("H.U.D.") for an Urban Development Action Grant to the City in the amount of $445,000, to be loaned by the City to Jefferson Partners Limited Partnership, an Illinois limited partnership (the "Borrower", formerly known as Jefferson Partners and Jefferson Partners Limited), for the acquisition of land and rehabilitation of a vacant structure located at 216 South Jefferson Street, Chicago, Illinois ("216 South Jefferson") and (ii) upon approval of the application by H.U.D., the execution by the City of the Urban Development Action Grant Agreement between the City and H.U.D.; and

WHEREAS, Pursuant to the 216 H.U.D. Ordinance, the City and H.U.D. entered into that certain U.D.A.G. Grant Agreement for Urban Development Action Grant Number B-85-AA-17-0216 in the amount of $200,000, effective October 16, 1985; and

WHEREAS, The City Council enacted an ordinance on March 20, 1985, published at pages 14482 -- 14483 of the Journal of Proceedings of the City Council of that date (the "217 H.U.D. Ordinance"), pursuant to which the City authorized (i) the submission by the Mayor of the City, through its Department of Planning, of an application to H.U.D. for an Urban Development Action Grant to the City in the amount of $505,000, to be loaned by the City to the Borrower for the acquisition of land and rehabilitation of a vacant structure located at 217 North Jefferson Street, Chicago, Illinois ("217 North Jefferson") and (ii) upon approval of the application by H.U.D., the execution by the City of an Urban Development Action Grant Agreement between the City and H.U.D.; and

WHEREAS, Pursuant to the 217 H.U.D. Ordinance, the City and H.U.D. entered into that certain U.D.A.G. Grant Agreement for Urban Development Action Grant Number B-85-AA-17-0218 in the amount of $400,000, effective October 16, 1985; and

WHEREAS, The City Council enacted an ordinance on January 16, 1986, published at pages 26067 -- 26082 of the Journal of Proceedings of the City

Council of that date (the "216 Redevelopment Ordinance"), pursuant to which the City authorized the execution by the Department of Planning of an Urban Development Action Grant Redevelopment Agreement between the City and the Borrower and related documents pursuant to which the City would loan $200,000 to the Borrower for the rehabilitation of 216 South Jefferson; and

WHEREAS, Pursuant to the 216 Redevelopment Ordinance, the City, the Borrower and American National Bank and Trust Company of Chicago not personally, but as trustee (the "216 Trustee") under Trust Number 48638 dated May 5, 1978 (of which the Borrower is the sole beneficiary) entered into that certain Urban Development Action Grant Redevelopment Agreement dated January 26, 1987 providing for a loan from the City to the Borrower and the 216 Trustee in the amount of $200,000 (the "216 Loan"), evidenced by a Promissory Note of even date made by the 216 Trustee in favor of the City, secured by that certain Junior Mortgage, Assignment of Rents and Security Agreement dated January 26, 1987 made by the 216 Trustee as mortgagor in favor of the City as mortgagee, recorded in the office of the Cook County, Illinois Recorder of Deeds on April 7, 1987 as Document Number 87184075 (the "216 Junior Mortgage"), which 216 Junior Mortgage is and was subordinate only to that certain Mortgage dated October 1, 1985 made by the 216 Trustee as mortgagor in favor of First Wisconsin National Bank of Milwaukee (the "Bank", subsequently known as Firstar Bank Milwaukee, N.A.) and First Wisconsin Trust Company (the "Trust Company", subsequently known as Firstar Trust Company) as trustee, under that certain Indenture of Trust dated October 1, 1985 relating to the hereinafter defined 216 Senior Financing as mortgagee, recorded in the office of the Cook County, Illinois Recorder of Deeds on November 21, 1985 as Document Number 85292487 (the "216 Senior Mortgage"), relating to the issuance of $3,000,000 Illinois Development Finance Authority Industrial Revenue Bonds (the "216 Senior Financing"); and

WHEREAS, With respect to Urban Development Action Grant Number B-85-AA-17-0216, a Closeout Agreement was executed by the City and H.U.D. on September 28, 1989 and September 7, 1989, respectively, and a Certificate of Project Completion was executed by the City and H.U.D. on September 28, 1989 and October 4, 1989, respectively; and

WHEREAS, The City Council enacted an ordinance on January 16, 1986, published at pages 26052 -- 26067 of the Journal of Proceedings of the City Council of that date (the "217 Redevelopment Ordinance"), pursuant to which the City authorized the execution by the Department of Planning of an Urban Development Action Grant Redevelopment Agreement between the City and the Borrower and related documents pursuant to which the City would loan $400,000 to the Borrower for the rehabilitation of 217 North Jefferson; and

WHEREAS, Pursuant to the 217 Redevelopment Ordinance, the City, the Borrower and American National Bank and Trust Company of Chicago not

personally, but as trustee (the "217 Trustee") under Trust Number 63070 dated December 11, 1984 (of which the Borrower is the sole beneficiary) entered into that certain Urban Development Action Grant Redevelopment Agreement dated January 26, 1987, providing for a loan from the City to the Borrower and the 217 Trustee in the amount of $400,000 (the "217 Loan", referred to herein with the 216 Loan as the "Loans"), evidenced by a Promissory Note of even date made by the 217 Trustee in favor of the City (the "217 Note") and secured by that certain Junior Mortgage, Assignment of Rents and Security Agreement dated January 26, 1987 made by the 217 Trustee as mortgagor in favor of the City as mortgagee, recorded in the office of the Cook County, Illinois Recorder of Deeds on April 7, 1987 as Document Number 87184074 (the "217 Junior Mortgage"), which 217 Junior Mortgage is and was subordinate only to that certain Mortgage dated October 1, 1985 made by the 217 Trustee as mortgagor in favor of the Bank and the Trust Company, as trustee under that certain Indenture of Trust dated October 1, 1985 relating to the hereinafter defined 217 Senior Financing as mortgagee, recorded in the office of the Cook County, Illinois Recorder of Deeds on November 21, 1985 as Document Number 85292489 (the "217 Senior Mortgage") relating to the issuance of $3,670,000 Illinois Development Finance Authority Industrial Revenue Bonds (the "217 Senior Financing"); and

WHEREAS, With respect to Urban Development Action Grant Number B-85-AA-17-0218, a Closeout Agreement was executed by the City and H.U.D. on September 2, 1987 and August 12, 1987, respectively, and a Certificate of Project Completion was executed by the City and H.U.D., respectively; and

WHEREAS, The rights, powers, duties, obligations and responsibilities of the Department of Planning were assumed by the Department of Planning and Development ("D.P.D.") pursuant to an ordinance passed by the City Council on December 11, 1991 and published at pages 10936 -- 10978 of the Journal of Proceedings of the City Council of that date; and

WHEREAS, The Borrower has met with financial difficulties and has requested that D.P.D. restructure the Loans by (i) amending the description of the debt in the 216 Loan documents to transfer the remaining debt of the 217 Loan to the 216 Loan; (ii) cancelling the 217 Note and other documents related to the 217 Loan, and releasing the City's lien against 217 North Jefferson as evidenced by the 217 Junior Mortgage and other documents; and (iii) otherwise restructuring the Loans, all in accordance with the terms described on Exhibit A hereto; and

WHEREAS, D.P.D. has reviewed and approved the above-described request of the Borrower; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner is 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 restructuring of the Loans. The Commissioner is hereby authorized, subject to approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the restructuring of the Loans 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" referred to in this ordinance reads as follows:

Exhibit "A".

Borrower:	Jefferson Partners Limited Partnership, an Illinois limited partnership, of which Thrush & Company, an Illinois corporation, is the sole general partner.

Current Terms Of 216 Loan:

Original Principal Balance:	$200,000.00.
Balance as of June 15, 1995 and Prior to the Restructuring:	$236,300.65, consisting of $230,611.25 of principal and $5,689.40 of interest.
Collateral:	216 Junior Mortgage, subordinate only to the lien of the 216 Senior Mortgage.

Construction Period:	Ending upon the earlier of completion of construction or November 15, 1987 (the "Construction Period").
Interest Rate:	3% per annum during the Construction Period and for the first five years following the completion of the Construction Period (with interest to be forgiven during the Construction Period but accruing thereafter); beginning in the sixth year following completion of the Construction Period and until the 216 Loan is paid in full, 5% per annum, amortized over the remaining twenty-year term.
Term:	Twenty-five years commencing upon the end of the Construction Period.
Maturity Date:	November 15, 2012.
Initial Payment Due:	December 15, 1992.
Monthly Payment:	$1,521.93.
Annual Payment:	After the Borrower shall have received a 13% return on its cash equity investment of $810,210, the Borrower shall pay to the City, within 90 days of the end of Borrower's fiscal year, 25% of net annual cash flow, defined as all operating income and receipts of 216 South Jefferson Street, less debt service on the 216 Senior Financing and the 216 Loan, real estate taxes, reasonable and customary operating expenses allowable for federal income tax purposes (including a management fee not to exceed 5% of operating income), without deduction for reserves for capital improvements, depreciation and other non-cash items.

Proposed Terms Of The Restructured 216 Loan:

Balance as of June 15, 1995:	$665,963.67, consisting of $647,011.69 of principal and $18,951.98 of interest (reflecting the forgiveness of an additional year of interest and the added debt from the 217 Loan pursuant to this proposed restructuring, but not the $76,000 payment described below).
Collateral:	216 Junior Mortgage, subordinate only to the lien of the 216 Senior Mortgage, with a maximum subordinate debt equal to the amount of outstanding principal and interest currently owed on the original principal amount of the 216 Senior Financing (totalling $2,406,202.50 as of June 15, 1995) plus protective advances; mortgage against 216 South Jefferson Street securing the 217 Senior Financing to be released, and documents evidencing the 216 Senior Financing and 217 Senior Financing to be amended to eliminate all cross-default and cross-collateralization provisions.
Construction Period:	Ending on November 15, 1988 (the "Construction Period").
Interest Rate:	Unchanged but due to one-year extension of the Construction Period, interest at the rate of 3% per annum forgiven for an additional year, and interest at the rate of 5% per annum beginning to accrue one year later on November 15, 1993.
Term:	Twenty-seven years commencing upon the end of the Construction Period.
Maturity Date:	November 15, 2015.
Initial Payment Due:	December 15, 1993.

Monthly Payment:	$1,530.14.
Quarterly Payment:	50% of management fees payable to the management company for the preceding quarter, due within 60 days of the end of each quarter of Borrower's fiscal year.
Annual Payment:	50% of funds in the Borrower's cash collateral account for 216 South Jefferson Street (excluding accruals) in excess of $600,000 as of December 31 of each year, not to exceed $35,000 annually (the "Annual Payment"); provided, that where such available funds are less than $35,000 in any given year, the difference between $35,000 and the lesser amount paid to the City in such year shall be deferred and payable in subsequent years, if available from the above-described source (without interest accruing thereon) and the Annual Payment in such years may be in excess of $35,000.
Payment of Other Net Proceeds:	All net proceeds paid to the Borrower in connection with the following shall be paid to the City and applied towards the 216 Loan, after the 216 Senior Financing and 217 Senior Financing are repaid in full: (i) in re: *Schwinn Bicycle Co., et al,* Consolidated Case No. 92-B-22474-22482 filed in the Bankruptcy Court of the Northern District of Illinois, or (ii) a sale of 217 North Jefferson Street.
Restructuring Fee:	2% of the balance of the Loans outstanding as of the date of City Council approval of the restructuring.

Payment Due:	$76,000 payment due as of the date of the closing of the restructuring, to be applied first to the restructuring fee and City expenses in connection with the restructuring (not to exceed $10,000), second to accrued interest, third to current interest and fourth to principal on the 216 Loan.
Application of Payments:	Except as otherwise provided herein with respect to the restructuring fee, first to accrued interest, second to current interest and third to the principal amount of the 216 Loan, as restructured.
Distribution:	Except for the permitted management fee, no distributions or payments of any kind (including repayment of loans, if any) to the Borrower, the partners of the Borrower or any entity controlled by any of the foregoing shall be permitted until the 216 Loan and 216 Senior Financing, as restructured, are paid in full.
Covenants:	Such usual and customary additional covenants to be made by the Borrower in favor of the City as the City may require, including but not limited to the Borrower's agreement to (i) indemnify the City for certain losses incurred by the City in connection with the 216 Loan as restructured that are not a result of the City's willful misconduct or gross negligence; (ii) provide quarterly unaudited financial statements to the City; (iii) not amend or refinance the 216 Senior Financing (except as described directly below for remarketing) without the prior written consent of the Commissioner; and (iv) not sell, assign, encumber or transfer any interest in 216 South Jefferson Street (except for leases made in the ordinary course of business) to any person without the prior written consent of the Commissioner unless the

	216 Loan is paid in full in connection with such disposition.
Remarketing of 216 Senior Financing:	Permitted for the industrial revenue bond issuance maturing no later than November 15, 2007 pursuant to the terms thereof, with the City retaining its junior position.

All other terms and conditions of the 216 Loan to remain the same.

Current Terms Of 217 Loan:

Original Principal Balance:	$400,000.00.
Balance as of June 15, 1995 and Prior to the Restructuring:	$466,565.44, consisting of $450,203.52 of principal and $16,361.92 of interest.
Collateral:	217 Junior Mortgage, subordinate only to the 217 Senior Mortgage.
Construction Period:	Ending upon the earlier of completion of construction or November 15, 1987 (the "Construction Period").
Interest Rate:	3% per annum during the Construction Period and for the first four years following the completion of the Construction Period (with interest to be forgiven during the Construction Period but accruing thereafter); beginning in the fifth year following completion of the Construction Period and until the 217 Loan is paid in full, 5% per annum, amortized over the remaining 20-year term.

Term:	24 years commencing upon the end of the Construction Period.
Maturity Date:	November 15, 2011.
Initial Payment Due:	December 15, 1991.
Monthly Payment:	$2,971.14.

Proposed Terms Of The Restructured 217 Loan:

Balance as of June 15, 1995:	Prior to the transfer of the debt on the 217 Loan, as restructured to the 216 Loan as restructured, $441,138.47, consisting of $425,023.01 of principal and $16,115.46 of interest (reflecting the forgiveness of an additional year of interest pursuant to this proposed restructuring).
Construction Period:	Ending on November 15, 1988 (the "Construction Period").
Interest Rate:	Unchanged but due to one year extension of the Construction Period, interest at the rate of 3% per annum forgiven for an additional year, and interest at the rate of 5% per annum beginning to accrue one year later on November 15, 1992.
Initial Payment Due:	December 15, 1992.
Transfer of Debt to 216 Loan:	After amendments to reflect the foregoing restructuring of the 216 Loan and 217 Loan, the balance due on the 217 Loan as restructured will be transferred to the 216 Loan by amendment to the documents evidencing the 216 Loan. The 217 Note

will be cancelled, the 217 Junior Mortgage will be released and other documents related to the 217 Loan will be of no further force or effect.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH CHICAGO TRANSIT AUTHORITY FOR OPERATION AND MAINTENANCE OF HOWARD/DAN RYAN RAPID TRANSIT FACILITIES.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into and execution of an agreement with the Chicago Transit Authority for the operation and maintenance of the Howard/Dan Ryan Transit Line, 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 Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

Alderman Beavers 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 approved on April 12, 1945, the Metropolitan Transit Act creating the Chicago Transit Authority (the "Authority") with the objective of public ownership and operation of a transportation system in the metropolitan area of Cook County; and

WHEREAS, The City of Chicago has, by ordinance adopted by the City Council of the City of Chicago (the "City") on April 23, 1945 (the "Ordinance"), granted to the Authority the exclusive right and authority to establish, construct, reconstruct, maintain and operate the transit system for the local transportation of passengers within the City; and

WHEREAS, The City and the Authority entered into that certain Agreement for the Operation and Maintenance of the Dan Ryan Rapid Transit Facility, dated June 26, 1968, for the construction by the City and maintenance and operation by the Authority of a rapid transit route on the Dan Ryan Expressway median ("Dan Ryan Transit Facility"); and

WHEREAS, The State of Illinois granted the City, by license and permit dated December 29, 1967, as amended December 18, 1984 ("License"), permission to occupy and use for the construction, operation and maintenance of a rapid transit facility in the Dan Ryan Expressway median, from East 98th Street on the south to West 27th Street on the north, and certain other property owned by the State of Illinois, from West 27th Street to West 18th Street on the north, all as more fully identified in the License; and

WHEREAS, The aforementioned License was amended by letter dated December 18, 1984, to extend the grant limits from East 98th Street to South Prairie Avenue on the south and from West 18th Street to West 16th Street on the north, and further to include the land parallel to the Expressway at West 27th Street and South LaSalle Street for a traction power substation, all as more fully identified in such amendment; and

WHEREAS, The Authority operates a rapid transit route extending from downtown Chicago to Howard Street ("Howard Street Transit Facility"); and

WHEREAS, The City Council of the City has, by ordinance passed on November 12, 1982, authorized the extension and improvement of the Authority's existing Dan Ryan Transit Facility and Howard Street Transit Facility by the construction of certain rapid transit facilities, and appurtenances thereto, which facilities are funded pursuant to certain grant

agreements specified below and which are identified as the Howard/Dan Ryan Project (the "H.D.R."); and

WHEREAS, The City has financed the planning, design and construction of the H.D.R. through funds obtained pursuant to certain grant agreements between the City and (i) The Federal Transit Administration, previously known as the Urban Mass Transit Administration of the United States Department of Transportation, (ii) the Illinois Department of Transportation, and (iii) the Illinois Regional Transportation Authority; and

WHEREAS, The City desires to transfer the operation and maintenance of the H.D.R. to the Authority, subject to certain terms and conditions; and

WHEREAS, The City has transferred or will transfer in phases the operation and maintenance of the portions of the H.D.R. to the Authority upon the respective completion of such portions, also subject to certain terms and conditions; and

WHEREAS, The Authority is ready, willing and able to accept in phases the responsibilities of the operation and maintenance of the H.D.R. as delivered by the City and accepted by the Authority, subject to certain terms and conditions; and

WHEREAS, It is in the public interest that the H.D.R. be transferred to the Authority for operation and maintenance; now, therefore,

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

SECTION 1. The Mayor or the Commissioner of the Chicago Department of Transportation (the "Commissioner") are each hereby authorized to execute, and the City Clerk to attest, subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality, an operation and maintenance agreement with the Chicago Transit Authority in substantially the form attached hereto as Exhibit A.

SECTION 2. The Commissioner, or a designee of the Commissioner, are each hereby authorized to execute such other documents as may be necessary to implement the goals and objectives of this ordinance.

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 from and after the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Agreement For The Operation And Maintenance Of The Howard/Dan Ryan Rapid Transit Facilities.

This Agreement is made as of _____, 1995, by and between the City of Chicago, a municipal corporation and a home rule government under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois, acting by and through its Department of Transportation (the "City"), and the Chicago Transit Authority, a municipal corporation duly organized and existing under the laws of the State of Illinois (the "Authority").

Recitals.

Whereas, The legislature of the State of Illinois approved on April 12, 1945, the Metropolitan Transit Act creating the Authority with the objective of public ownership and operation of a transportation system in the metropolitan area of Cook County; and

Whereas, The City has, by ordinance passed by the City Council of the City on April 23, 1945 (the "Ordinance"), granted to the Authority the exclusive right and authority to establish, construct, reconstruct, maintain and operate a transit system for the local transportation of passengers within the City; and

Whereas, The City and Authority entered into that certain Agreement for the Operation and Maintenance of the Dan Ryan Rapid Transit Facility, dated June 26, 1968, for the construction by the City and maintenance and operation by the Authority of a rapid transit route on the Expressway median ("Dan Ryan Transit Facility"); and

Whereas, The State of Illinois granted the City, by License and Permit dated December 29, 1967, as amended December 18, 1984 ("License"), permission to occupy and use for the construction, operation, and maintenance of a rapid transit facility in the median of the Dan Ryan Expressway (the "Expressway") from East 98th Street on the south to West 27th Street on the north, and certain other property owned by the State of Illinois from West 27th Street to West 18th Street on the north, all as more fully identified in the License; and

Whereas, The aforementioned License was amended by letter dated December 18, 1984, to extend the grant limits from East 98th Street to South Prairie Avenue on the south and from West 18th Street to West 16th Street on the north, and further to include the land parallel to the Expressway at West 27th Street and South LaSalle Street for a traction power substation, all as more fully identified in such amendment; and

Whereas, The Authority operates a rapid transit route extending from downtown Chicago to Howard Street ("Howard Street Transit Facility"); and

Whereas, The City Council of the City of Chicago has, by ordinance passed on November 12, 1982, authorized the extension and improvement of the Authority's existing Dan Ryan Transit Facility and Howard Street Transit Facility by the construction of certain rapid transit facilities, and appurtenances thereto, which facilities are funded pursuant to the grant agreements, as defined in the next following paragraph, and which are identified as the Howard/Dan Ryan Project (the "H.D.R."); and

Whereas, The City has financed the planning, design and construction of the H.D.R. through funds obtained pursuant to those certain grant agreements between the City and (a) the Federal Transit Administration ("F.T.A."), previously known as the Urban Mass Transit Administration of the United States Department of Transportation, under the terms and conditions of the Urban Mass Transportation Act of 1964 ("F.T.A. Grant Agreement"); (b) the Illinois Department of Transportation ("I.D.O.T."), under the provisions of 20 ILCS 2705/49, 30 ILCS 415/1 and 5 ILCS 220/1, as amended ("I.D.O.T. Grant Agreement"); and (c) the Illinois Regional Transportation Authority ("R.T.A.") (the "R.T.A. Grant Agreement"). The F.T.A. Grant Agreement, the I.D.O.T. Grant Agreement and the R.T.A. Grant Agreement are referred to herein collectively as the "Grant Agreements"; and

Whereas, The City desires to transfer the operation and maintenance of the H.D.R. to the Authority, and the City either has transferred or will transfer in phases the operation and maintenance of portions of the H.D.R. to the Authority upon the respective completion of such portions, subject to certain terms and conditions; and

Whereas, The Authority is ready, willing and able to accept in phases the responsibilities of the operation and maintenance of the H.D.R. as delivered by the City and accepted by the Authority, subject to certain terms and conditions;

Now, Therefore, In consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1.

Recitals.

The above recitals are expressly incorporated by reference and made a part of this Agreement as though fully set forth hereinbelow.

Section 2.

The City.

2.01

The City does hereby grant and convey to the Authority, subject to the terms and conditions stated herein, such rights as shall be necessary or useful to allow the Authority to maintain and operate the H.D.R.. The City shall deliver portions of the H.D.R. in phases. The City shall construct and deliver the H.D.R. in accordance with the design criteria jointly established by the City and the Authority.

When fully completed by the City and accepted by the Authority, the H.D.R. shall consist of those facilities described below. Portions of the H.D.R. shall be governed by this Agreement as of the date the Authority accepts and occupies, operates or uses the respective portions of the H.D.R..

A. Howard Yard.

(1) Rapid Transit Car Storage Yard identified as the West Yard, bounded by the northbound Evanston track, Chicago Avenue and the alley parallel to and north of West Howard Street, including without limitation all site-work, bridges, retaining walls, tracks, traction power (including transformer number 4 and rectifier breaker number 4 located within the Calvary substation), communications, and train control equipment.

(2) Rapid Transit Car Maintenance Building (the "Howard Yard Maintenance Building") located within the East Yard at Juneway Terrace and Haskins Street, including all appurtenant equipment. (The building is made operational by tract linkages with the Authority's surrounding East Yard Project that is under construction. The East Yard Project will be owned and operated by the Authority and is not a part of this Agreement.)

(3) Control Tower Building located east of the Authority's mainline tracks north of Howard Street Station, including limitation train control

equipment identified as the "Howard North Interlocking" and all appurtenant equipment.

(4) Widening of the Authority's right-of-way structure at West Rogers Avenue. All tracks and traction power between the south end of Howard Street Station and the north end of Jarvis Street Station.

(5) Train Control Equipment identified as the "Howard South Interlocking" and the "Jarvis Interlocking".

(6) In the event that the City leases to the Triangle Park Board of Trustees that certain parcel of land bounded by the Howard Yard Maintenance Building retaining wall, North Haskins Avenue, North Hermitage Avenue and West Jonquil Terrace (the "Park Property"), this Agreement shall not govern, and the Authority shall not have any maintenance obligation with respect to, the Park Property; provided, however, that the City shall reserve and the Authority shall be granted a right of entry upon the Park Property for purposes of servicing and maintaining the Howard Yard, the Howard Yard Maintenance Building and for other reasonable purposes.

B. Addison Street.

(1) Three single crossovers between the Authority's mainline tracks north of Addison Street Station.

(2) Train Control Equipment identified in the "Addison Interlocking".

(3) The Addison Street Passenger Station, including all appurtenant equipment and structures for the Authority's southbound tracks between West Waveland Avenue and north of West Cornelia Avenue.

C. Subway Connection.

A connection between the State Street Subway south of the Roosevelt Road Station, at State Street and 13th Street, and the Dan Ryan line north of the Cermak-Chinatown Station, at Archer Avenue and Wentworth Avenue. The connection consists of subway tunnel, incline, embankment, and aerial structures, including without limitation all track, traction power, communications, and train control equipment, ancillary structures, and all appurtenant equipment.

D. 27th Street Substation.

Traction Power Substation located on the east side of the Dan Ryan Expressway at West 27th Street and South LaSalle Street, including

without limitation all traction power equipment installed in the substation, ductbanks from the substation to the Authority's tracks in the median of the Expressway, and all appurtenant equipment.

E. 98th Street Yard.

(1) Extended Rapid Transit Car Storage Yard, located in the median of the Calumet Expressway, bounded by the bridge over the Calumet Expressway ramp leading to Interstate Highway 57, and by South Prairie Avenue, including without limitation all sitework, track, traction power, and communications equipment.

(2) Traction Power ductbanks along the Authority's tracks from the extended yard north to West 96th Street, and into the existing traction power substation.

(3) Train Control Equipment identified in the "95th Street Interlocking".

2.02

The title to the H.D.R. funded pursuant to the Grant Agreements shall remain with the City of Chicago at all times. This Agreement is not intended to apply to, and shall not transfer to the City, any interest in real or personal property owned or financed by the Authority that is or may be used in connection with the operation of the H.D.R..

2.03

In no event shall the City be deemed to have conveyed to the Authority the use of any property other than identified herein or any rights which exceed those necessary or useful for the operation and maintenance of the H.D.R..

2.04

In no event shall the City have the obligation to operate the H.D.R., except as may be required in accordance with the Grant Agreements.

2.05

The City shall indemnify and save harmless the Authority, its officials, employees and agents from claims, suits, liabilities, judgment costs and expenses of any kind or nature directly or indirectly arising out of the negligent design or negligent construction of the H.D.R., except with regard

to the Howard Yard and the Howard Yard Maintenance Building where such design or construction was executed in accordance with specifications provided by the Authority. Notwithstanding any limitations contained in the foregoing sentence that might appear to the contrary, the City shall defend, indemnify and save harmless the Authority, its officials, employees and agents from claims, suits, liabilities, judgment costs and expenses of any kind or nature directly or indirectly arising out of the location, design and construction of that part of the H.D.R. that is described in and the subject matter of that certain action in the Circuit Court of Cook County, Chancery Division, known as *Bank of Ravenswood and Ogden Partners v. City of Chicago and the Chicago Transit Authority,* No. 90 CH 01833. The City shall further indemnify and save harmless the Authority, its officers, agents, and employees, against all suits or claims based upon injury or death to any person or loss or damage to property to the extent such injury or death or loss or damage was by reason of any willful, wanton or negligent act or omission of any of the City's employees, agents, or officers when present on the H.D.R. and acting for or on behalf of the City.

Section 3.

The Authority.

3.01

The Authority, subject to the availability of funding, shall, at its own cost and expense, operate the H.D.R. as an integral part of its total transit system in a manner to provide safe, comfortable and convenient service. Any and all gross revenues, as defined in the Ordinance, resulting from the operation of the H.D.R. shall become the property of the Authority. If the Authority fails or discontinues to operate the H.D.R. as a part of its total transit system, it shall comply with Section 3.10 and Section 3.11 of this Agreement.

3.02

The Authority shall, at its own cost and expense, maintain the H.D.R. to such an extent and in such manner that the H.D.R. at all times shall be in satisfactory condition for furnishing safe, comfortable and convenient service. The provisions of the preceding sentence are not intended and should not be construed to require the Authority to replace or upgrade any part of the H.D.R. solely because of technological or industry advances or functional obsolescence. The Authority shall, at its own cost and expense, keep the H.D.R. free from any and all liens which may arise out of any work performed or materials provided in connection with the operation and maintenance of the H.D.R. and the Authority shall be permitted to defend

against or contest any such liens, provided and solely to the extent that the Authority gives adequate security to protect the H.D.R., its equipment and facilities, and that such defense or contest does not otherwise abridge or impair the City's rights as owner of the H.D.R.. The Authority shall further, at its own cost and expense, maintain the right-of-way between the fences and the fences used for separating the right-of-way from the remaining portions of the Expressway or other State-owned land in a clean and sightly condition and in good repair. Finally, the Authority shall, at its own cost and expense maintain in a safe and sightly condition all bridges that carry the H.D.R..

3.03

The Authority shall, within no more than forty-five (45) days after the end of a month in which an invoice detailing the nature and cost of repairs is presented by the City, pay for expenses resulting from repairs performed by the State of Illinois when the need for such repairs arises because State of Illinois property is damaged by reason of the Authorty's operation or maintenance of the H.D.R.. The City agrees to give the Authority prompt notice of any need for such repair when the City is provided such advance notice by the State of Illinois.

3.04

In the event that the H.D.R. shall be destroyed or damaged by fire or other casualty as to require a major renovation or replacement, the Authority shall, in accordance with the Ordinance and the Grant Agreements, make the necessary repairs or replacements.

3.05

The Authority shall be permitted, at its own cost and expense, to make improvements to the equipment and facilities of the H.D.R., which are in addition to, and not in substitution of, those replacements or repairs required under Section 3.02 and Section 3.04 of this Agreement, and further which are used or useful in providing local transportation. The title to such additional improvements shall remain with the Authority. The Authority shall obtain the prior written consent of the City for such improvements when such improvements constitute a material change or alteration to the structure or any integral part of the H.D.R.. The Authority shall promptly remove, at its own cost and expense, such improvements upon the termination of this Agreement or the cessation of operation of the H.D.R. by the Authority. Improvements which are not so removed shall be and become the property of the City.

3.06

The Authority shall administer and receive all revenues in connection with all non-transit activities related to the operation of the H.D.R., including by way of enumeration but not by way of limitation, advertising, concessions and leases. Any such miscellaneous revenues, as defined in the Ordinance, resulting from such activities shall become the property of the Authority.

3.07

The Authority shall not display on any fixed portion of the H.D.R. advertising matter of any kind or nature that is prohibited by the Ordinance or applicable federal or state law or regulation.

3.08

The Authority shall defend, indemnify and hold harmless the City, its officials, employees, and agents, from any and all claims and liabilities, causes of action, actions or demands of any kind or nature, directly or indirectly arising or resulting from or out of or by reason of the operation and/or maintenance of the H.D.R. by the Authority, its officers, employees or agents and contractors, except where the foregoing involves the wanton, willful or negligent act or omission on the part of the City, its officers, employees, and agents when present on the H.D.R. for or on behalf of the City.

3.09

The Authority shall deliver evidence of insurance coverage or a certificate of self-insurance, in an amount and form reasonably acceptable to the City Comptroller.

3.10

The Authority and the City may jointly make a determination that the H.D.R. or a portion thereof is no longer required to serve the public convenience. One year after such determination has been made, the Authority may cease its operation and maintenance of the H.D.R. or a portion thereof, as applicable, and shall, subject to the requirements of the applicable Grant Agreements, remove at its own cost and expense the H.D.R. or a portion thereof, as applicable, and reconvey to the City any rights and obligations with respect thereto arising from this Agreement.

The Authority shall be permitted to retain the salvage value, if any, arising therefrom. The Authority shall be reimbursed by the City for any and all costs and expenses associated with disposition of all or a portion of the H.D.R. under this Section 3.10. Except as permitted under the F.T.A. Grant Agreement, the parties shall not proceed under this Section 3.10 prior to the disposition date twenty (20) years after the date of the F.T.A. Grant Agreement permitted under the F.T.A. Grant Agreement ("Disposition Date"). Subject to the requirements of the F.T.A. Grant Agreement, nothing contained in this Section 3.10 shall prohibit the Authority from making service reductions or changes, including but not limited to closing stations or other facilities that are a part of the H.D.R. so long as such reductions or changes do not result in a total abandonment or discontinuation of service of the Dan Ryan Transit Facility or the Howard Street Transit Facility.

3.11

Upon the expiration, termination, or cancellation of this Agreement; or upon the material breach of this Agreement by the Authority after allowing a reasonable period for the cure thereof; or upon the dissolution of the Authority; or upon the adjudication of the Authority as a bankrupt or an insolvent; or upon the appointment of a receiver for the Authority, other than the R.T.A. or any successor or similar state agency, which receivership is not released within sixty (60) days, the City may, at its option, upon thirty (30) days notice, reclaim the H.D.R. and such shall be restored to the City by the Authority in the same condition as conveyed to the Authority, reasonable wear and tear, obsolescence and damage by fire or casualty excepted. If prior to the Disposition Date any H.D.R. facilities or equipment are not used in the manner intended or are withdrawn from mass transportation service or are damaged and not replaced, the Authority shall immediately notify the City, including its reasons for such actions or inactions and offering its recommendation for disposition, if any. The City shall transmit such notification to F.T.A. and I.D.O.T., requesting disposition instructions, and the City shall thereupon transmit such instructions to the Authority. All dispositions by the Authority shall be in accordance with those disposition instructions issued by F.T.A. and I.D.O.T., provided that the Authority shall have reasonable opportunity to contest such disposition and provide further such contest does not otherwise abridge or impair the City's rights as owner of the H.D.T.. Subject to the requirements of the F.T.A. Grant Agreement, nothing contained in this Section 3.11 shall prohibit the Authority from making service reductions or changes, including but not limited to closing stations or other facilities that are a part of the H.D.R., so long as such reductions or changes do not result in a total abandonment or discontinuation of service of the Dan Ryan Transit Facility or the Howard Street Transit Facility.

Section 4.

Special Conditions.

4.01

This Agreement shall remain in full force and effect up to and including December 29, 2066, unless otherwise amended or modified by the parties hereto, subject to the terms and conditions of the License and subject to the provisions of Section 3.10 hereof. A copy of the License shall be provided to the Authority.

4.02

The City, for itself and on behalf of I.D.O.T. and F.T.A., shall, upon reasonable prior notice to the Authority, have the right to conduct periodic inspections for the purpose of confirming that the H.D.R. is being used for the provision of mass transportation service in accordance with the Ordinance, this Agreement, and the Grant Agreements.

4.03

The Authority shall prepare and promptly deliver to the City, upon request therefor, such certifications of compliance and/or use relating to or regarding the H.D.R., its operation and maintenance, as may be necessary for the satisfaction of any requirements of the Grant Agreements.

Section 5.

General Conditions.

5.01

The definitions, the designating terms and the interpretation of this Agreement shall be governed by the Ordinance, insofar as applicable to this Agreement. In the event of any conflict between this Agreement and the Ordinance, the Ordinance, as may be amended or modified, shall be deemed to control.

5.02

This Agreement is subject to the approval of F.T.A. and I.D.O.T. and shall be subject to and governed by the terms and conditions of the Grant Agreements.

5.03

This Agreement is subject to the terms and conditions of the License.

5.04

This Agreement shall be governed in all respects in accordance with the laws of the State of Illinois.

5.05

The parties agree to comply with all applicable federal, state and local laws, statutes, ordinances, regulations, and executive orders.

5.06

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

5.07

The provisions of this Agreement are severable and if any provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Agreement in any jurisdiction.

5.08

No changes, amendments, modifications, cancellation, waivers or discharge of the Agreement, or any part or provision hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

5.09

The Authority shall not assign or otherwise transfer its interest under this Agreement without the prior written consent of the City, which consent will not be unreasonably withheld. The City reserves the right to assign all or any part of its interests hereunder. In the event of any assignment, all of the terms and provisions of the Agreement shall be binding upon and inure to the benefit of the respective legal representative, successors, transferees and assigns of the parties hereto. Notwithstanding the foregoing, the Authority may, subject to the provisions of the F.T.A. Grant Agreement, contract with a third party for all or a part of the maintenance and operation of the H.D.R.; provided, however, such contracting shall not release the Authority from any of its maintenance and operating obligations under this Agreement.

5.10

Any and all notices given and required under this Agreement shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:	Department of Transportation City of Chicago Room 700 300 North Clark Street Chicago, Illinois 60610 Attention: Commissioner
If To The Authority:	Chicago Transit Authority P.O. Box 3555 Merchandise Mart Chicago, Illinois 60654 Attention: President

Notices if mailed shall be deemed given on the fifth business day following deposit in the United States mail, postage prepaid, and if delivered personally, upon receipt.

5.11

This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same Agreement.

5.12

The parties hereby agree that, where the consent or the cooperation of the other is required under the terms and conditions of this Agreement, such consent or cooperation shall not be unreasonably withheld.

Section 6.

Authority For Execution.

6.01

The execution of this Agreement by the City was authorized by an ordinance of the City Council of the City of Chicago passed on _____ (Council Journal of Proceedings, page _____).

6.02

The execution of this Agreement by the Authority was authorized by an ordinance of the Board of Directors of the Authority on _____.

In Witness Whereof, The parties have caused this Agreement to be executed as of the date first written hereinabove.

Attest:

_____
City Clerk

City of Chicago

By: _____
Commissioner,
Department of Transportation

[Seal]

Approved:

_____
City Comptroller

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Attest:

_____
Secretary

Chicago Transit Authority

By: _____
Chairman of the Board

[Seal]

Approved As To Form And Legality:

_____
General Counsel

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH COUNTY OF COOK FOR EXTENSION OF PEDESTRIAN PEDWAY UNDER COUNTY BUILDING TO FURTHER CONNECT CITY HALL AND DALEY CENTER.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into and execution of an Intergovernmental Agreement with Cook County for the extension of the Pedway under the County Building, 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 Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to that certain Intergovernmental Agreement among the City of Chicago ("City"), the County of Cook ("County") and the State of Illinois ("State"), the City constructed a pedestrian passageway which connects the James R. Thompson Center to City Hall and then extends eastward through the main lobby of the County Building; and

WHEREAS, The City and the County now desire to enhance and improve the aforesaid pedestrian passageway by constructing and maintaining a

subsurface pedestrian walkway underneath the County Building between City Hall on the west and the Richard J. Daley Center on the east; and

WHEREAS, The City has filed an application with the Federal Transit Administration for a capital improvement grant to finance eighty percent (80%) of the design and construction costs of the project; now, therefore,

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

SECTION 1. The Mayor is authorized to execute, and the City Clerk is authorized to attest, an Intergovernmental Agreement for Use of Pedestrian Passageway, substantially in the form attached hereto.

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

Intergovernmental Agreement referred to in this ordinance reads as follows:

Intergovernmental Agreement

For Use Of Pedestrian Passageway.

This Agreement is made on or as of the ____ day of _____, 1995, by and between the County of Cook, a body politic and corporate ("County") and the City of Chicago, an Illinois municipal corporation ("City").

Witnesseth:

Whereas, The parties desire to facilitate the development of a network of underground pedestrian passageways for the public which will connect various governmental and commercial buildings and public transportation facilities and which will enhance and encourage convenient access for the public to such buildings and facilities along said passageways ("Pedestrian Passageways"); and

Whereas, The County is the owner of that certain property commonly known as the County Building ("County Building"), 118 North Clark Street, Chicago, Illinois; and

Whereas, The City is the owner of that certain property commonly known as City Hall ("City Hall"), 121 North LaSalle Street, Chicago, Illinois; and

Whereas, The parties have entered into that certain Intergovernmental Agreement with the State of Illinois in 1988, regarding the construction, operation and maintenance of that portion of the Pedestrian Passageway which connects the James R. Thompson Center (formerly, the State of Illinois Center) to City Hall and then extends eastward through the main lobby of the County Building; and

Whereas, The parties now desire to enhance and improve the aforesaid portion of the Pedestrian Passageway by constructing and maintaining a subsurface pedestrian walkway underneath the County Building from City Hall on the west and the Richard J. Daley Center on the east ("Pedestrian Passageway Addition"); and

Whereas, The Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) and the Constitution of the State of Illinois, permit governmental agencies to cooperate with each other in the performance of their responsibilities by contracts and other agreements;

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

1.0 Construction.

1.01

Upon appropriation of sufficient funds, the City agrees to construct, at its sole cost, the Pedestrian Passageway Addition in accordance with final plans and specifications prepared or to be prepared by Loebl, Schlossman & Hackl. Such plans and specifications and any material changes or modifications to such plans and specifications shall be submitted for review to the County.

1.02

All construction shall be done in a first class manner utilizing high quality workmanship, materials and equipment, and in compliance with all applicable laws, ordinances, codes, rules and regulations.

1.03

The parties and their agents, employees and contractors shall be allowed reasonable access to and through City Hall and the County Building for the purposes of planning, designing and constructing the Pedestrian Passageway Addition. The parties agree to cooperate with each other so as not to unreasonably interfere with the operation or uses

of the parties' respective buildings during the planning, designing and construction of the Pedestrian Passageway Addition.

1.04

Except for construction, inspection or similar purposes, the Pedestrian Passageway Addition shall not be used for pedestrian traffic until the entire Pedestrian Passageway Addition is completed and accepted by the parties.

1.05

The Pedestrian Passageway Addition shall be completed within eighteen (18) months from the date of this Agreement; provided, however, that said completion date shall be extended for strikes, shortage of materials, or any other event beyond the reasonable control of the City. The City agrees to keep the County informed of the progress being made during the course of the construction of the Pedestrian Passageway Addition.

2.0 Permitted Uses.

2.01

The Pedestrian Passageway Addition shall be used solely as a pedestrian walkway for the benefit of the public and for those other purposes set forth herein. Use of all forms and means of transportation utilizing wheels or motors, including, without limitation, bicycles, skateboards, rollerskates, dolleys and carts, shall be prohibited in the Pedestrian Passageway Addition; provided, however, that: (a) wheelchairs or similar access devices used by handicapped persons for locomotion shall be expressly permitted; and (b) the County and the City may use dolleys, carts or other reasonable means of transportation for the transportation of records, equipment or other materials through the Pedestrian Passageway Addition.

2.02

Notwithstanding anything in this Agreement to the contrary, each of the parties may close the Pedestrian Passageway Addition to public use on a temporary basis for repairs, maintenance or emergencies. The party closing the Pedestrian Passageway Addition shall give the other party prior notice of such closing if reasonably possible. In the event that prior notice is not reasonably possible, the party shall give notice to the other party promptly after such closing.

3.0 Cleaning, Operation, Maintenance And Repair.

3.01

The County shall, at its sole cost and expense, keep and maintain the Pedestrian Passageway Addition in good repair and operation and in full compliance with all applicable laws, ordinances, codes, rules and regulations except as expressly set forth in this Agreement, and shall promptly and fully repair any damage to the Pedestrian Passageway Addition.

3.02

The County shall, at its sole cost and expense, provide for lighting, ventilation, heating and cooling of the Pedestrian Passageway Addition.

3.03

The County shall perform all routine janitorial and cleaning services in the Pedestrian Passageway Addition.

3.04

Notwithstanding anything contained herein to the contrary, during the construction period and until acceptance of the work by the County, the City shall be responsible for the cleaning, maintenance, operation, lighting, ventilation, heating and cooling of the Pedestrian Passageway Addition.

3.05

The parties agree that if one of the parties shall at any time fail to perform any act or obligation on its part to be performed under this Agreement and such failure continues for twenty (20) days after written notice by the other party specifying such failure in reasonable detail, the other party may, but shall not be obligated to, at any time thereafter, without waiving or releasing the nonperforming party from any obligation under this Agreement, perform such act or obligation to the extent desirable. All expenses incurred by the other party in connection therewith shall be paid by the nonperforming party upon demand. The nonperforming party shall have the right at any time to perform or resume the performance of any act or obligation on its part to be performed hereunder.

3.06

Either party shall, to the extent permitted by law, have the right to prohibit, restrain or cause the removal of any person engaging in any activity contrary to the permitted uses of the Pedestrian Passageway Addition or tending to create a public nuisance or disturbance including, but not limited to, peddlers and street performers.

4.0 Rules.

4.01

Upon completion and acceptance of the Pedestrian Passageway Addition, the parties agree to promulgate from time to time rules and regulations regarding the following:

(a) The hours and days the Pedestrian Passageway Addition shall be open to the public.

(b) Security measures to be taken with regard to the protection of the users of the Pedestrian Passageway Addition.

(c) Standards for operating and maintaining the Pedestrian Passageway Addition.

(d) Any other matter of common interest to the parties concerning the use of the Pedestrian Passageway Addition.

5.0 Indemnity.

5.01

The City, to the extent permitted by law, covenants and agrees to protect, defend, indemnify and hold harmless the County, and its officers, agents and employees, from and against any claim, damage, liability, judgment or litigation arising out of the construction of the Pedestrian Passageway Addition.

5.02

The County, to the extent permitted by law, covenants and agrees to protect, defend, indemnify and hold harmless the City, and its officers, agents and employees, against and from any claim, damage, liability, judgment or litigation, arising out of the repair, replacement, cleaning, maintenance, use or operation of the Pedestrian Passageway Addition.

6.0 Fire Or Casualty.

6.01

In the event that the County Building is destroyed or substantially damaged by fire or other casualty, the County shall have the option to: (a) repair or restore the County Building with reasonable promptness; or (b) demolish the County Building, including the Pedestrian Passageway Addition located therein. If any portion of the Pedestrian Passageway Addition is demolished pursuant to this paragraph, this Agreement shall be deemed terminated. If the County elects to repair or restore the County Building, the County agrees to also repair or restore the Pedestrian Passageway Addition.

7.0 Notices.

7.01

Any notice, demand or request to be given by one party to the other under this Agreement shall be in writing and delivered by facsimile, in person or by certified mail, return receipt requested, postage prepaid, as follows:

If To The City:	City of Chicago Department of General Services 510 North Peshtigo Court Chicago, Illinois 60611 Attention: Commissioner of General Services Fax: (312) 744-2423
With A Copy To:	Corporation Counsel's Office City Hall, Room 610 121 North LaSalle Street Chicago, Illinois 60602 Attention: Real Estate Division Fax: (312) 744-3932
If To The County:	County of Cook County Building, Room 567 118 North Clark Street Chicago, Illinois 60602 Attention: Secretary of Cook County Board of Commissioners Fax: (312) 443-_____

Notices, demands or requests shall be deemed to have been received as follows:

(a) Any notice, demand or request given by facsimile shall be deemed received on the date the facsimile is transmitted to the party's facsimile number set forth above if the transmitting party receives confirmation that the entire facsimile was received during normal business hours. If confirmation was not received during normal business hours, notice shall be deemed received on the next business day.

(b) Any notice, demand or request given by personal service shall be deemed received on the date receipted by the party served with such notice, demand or request.

(c) Any notice, demand or request given by certified or registered mail, return receipt requested, postage prepaid, shall be deemed received two (2) business days after it is posted with the United States Postal Service.

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands of request shall be sent.

8.0 Authorization.

8.01

The execution of this Agreement by the County of Cook has been authorized by the Board of Commissioners of the County of Cook on _____, 1995.

8.02

The execution of this Agreement by the City of Chicago has been authorized by the City Council of the City of Chicago on _____, 1995.

9.0 Miscellaneous.

9.01

Sectional headings in this Agreement are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof.

9.02

This Agreement shall not be effective until properly executed and delivered by all parties hereto.

9.03

No modification, waiver or amendment of this Agreement, or any of its conditions or, provisions, shall be binding on the parties unless such modification, waiver or amendment is in writing and signed by all parties.

9.04

Time is of the essence of this Agreement.

9.05

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

10.0 Contingency.

10.01

The City's obligation to construct the Pedestrian Passageway Addition is contingent upon the City's receipt of a capital improvement grant from the Federal Transit Administration in the amount of eighty percent (80%) of the project costs.

In Witness Whereof, The parties have executed and delivered this Agreement at Chicago, Illinois, as of the date first above written.

Approved As To Form:

By: _____
Assistant State's Attorney

County of Cook, a body politic and corporate

By: _____
John H. Stroger, Jr.,
President of the Board of Commissioners

Attest:

_____
Ernest R. Wish,
City Clerk

City of Chicago, an Illinois municipal corporation

By: _____
Richard M. Daley,
Mayor

Approved As To Form:

By: _____
Assistant Corporation Counsel

State of Illinois)
) SS.
County of Cook)

I, David D. Orr, County Clerk of the County of Cook, do hereby certify that John H. Stroger, Jr., personally known to me to be President of the Board of Commissioners, 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 knowledged that he signed the said instrument on behalf of the County of Cook and as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 1995.

_____
Notary Public

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ernest R. Wish, personally known to me to be the City Clerk 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 City Clerk, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, 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 _____, 1995.

_____
Notary Public

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WATER RATE, REFUND OF FEES AND WAIVER OF FEES FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred February 10, March 26, June 23, August 3, September 15, 1993, May 4, September 14, October 5, 1994, January 12, February 8, March 9, April 15 and May 2, 1995, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water rate, refund of fees and waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

FREE PERMITS.

Catholic Archdiocese Of Chicago/Loyola University.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Catholic Archdiocese of Chicago/Loyola University for rehabilitation of structure on the premises known as 6535 North Sheridan Road.

Said building shall be used exclusively for _____ 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.

Catholic Archdiocese Of Chicago/Saint Bede The Venerable Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Catholic Archdiocese of Chicago/Saint Bede The Venerable Church for electrical installations to the church property in conjunction with the Saint Bede Summerfest XIII to be held July 14, 15 and 16, 1995, on the premises known as 8200 South Kostner Avenue.

Said installations shall be used exclusively for the summerfest 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.

Catholic Archdiocese Of Chicago/Saint Bruno Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Catholic Archdiocese of Chicago/Saint Bruno Church for participation in the noise abatement program for the school building (cost shared by the Federal Aviation Administration of the City of Chicago Department of Aviation and the Parish) on the premises known as 4839 South Harding 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.

Chicago Board Of Options.

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, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Board of Options/LaSalle Construction Ltd. for interior and building envelope renovations on the premises known as 400 South LaSalle 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.

Chinese American Service League.
(West Cermak Road And South Princeton Avenue)

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 the Chinese American Service League for new construction on the premises known as West Cermak Road and South Princeton 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.

Chinese American Service League.
(300 -- 310 West 24th Place)

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 the Chinese American Service League for rehabilitation on the premises known as 300 -- 310 West 24th Place.

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.

Cosmopolitan Community Church.

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

SECTION 1. That the Commissioner of Water remove the inactive water service taps and water cutoffs, cap and seal the new water service, and the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers 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 Cosmopolitan Community Church for building of a new church, rehabilitation of existing structure and installation of north and south parking lots on the premises known as 5249 South Wabash Avenue.

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

Richard J. Daley Center/Daley Center Plaza.

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, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Richard J. Daley Center/Daley Center Plaza for renovation on the premises known as 55 West Washington Street.

Said building shall be used exclusively for _____ 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.

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, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Illinois Institute of Technology for rehabilitation of existing property and building of new property on the premises known as 3300 South Federal Street.

Said building shall be used exclusively for _____ 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 upon its passage and due publication.

Illinois Masonic Medical Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Illinois Masonic Medical Center for construction of a new office medical center at 3040 North Wilton Avenue and for additional construction work at 811 West Wellington Avenue.

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

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

Latino Youth, 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 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 Latino Youth, Inc. for rehabilitation of existing structure on the premises known as 1827 West Cullerton 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 from and after its passage.

LeClaire Courts Resident Management Corporation.

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

SECTION 1. That the Commissioner of Buildings is hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to LeClaire Courts Resident Management Corporation for the rehabilitation of kitchens and bathrooms at various (610) locations within the LeClaire Courts.

Said building shall be used exclusively for non-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.

Mar Sargis Apostolic Catholic Church Of The East Of Chicago.

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

SECTION 1. That the Commissioner of Transportation is hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Mar Sargis Apostolic Catholic Church of the East of Chicago for construction of a driveway on the premises known as 1850 West Cuyler Avenue.

Said driveway shall be used exclusively for church 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.

The Mc Dermott Foundation.

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, the Commissioner of Fire and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The McDermott Foundation for interior alterations to existing structure on the first and second floors on the premises known as 932 West Washington Street.

Said building shall be used exclusively for_____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.

Our Lady Of The Resurrection Medical Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the

Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Our Lady of the Resurrection Medical Center for construction of a cardiac catherization suite on the premises known as the lower level at 5645 West Addison Street.

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

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

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Rising Sun Missionary Baptist Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers 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 Rising Sun Missionary Baptist Church for reconstruction of a building on the premises known as 820 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.

Saints Athanasios And Ionnis Greek Orthodox Church.

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

SECTION 1. That the Director of Revenue, the Commissioner of Transportation and the Commissioner of Streets and Sanitation are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to SS. Athanasios and Ionnis Greek Orthodox Church for a street closing on West Waveland Avenue, from North Janssen Street to the first alley east thereof on April 22 and 23, 1995, for the period from 11:00 P.M. to 1:00 A.M..

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

Saint Augustine College.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of the Department 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 Saint Augustine College for remodeling of the premises known as 1333 West Argyle Street.

Said building shall be used exclusively for the non-profit activities of St. Augustine College, a not-for-profit corporation committed to higher education for minority students, particularly of Hispanic descent, 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.

Saint Mary Of Nazareth Hospital Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Streets and Sanitation, the Commissioner of Transportation, the Commissioner of Water, the Commissioner of Sewers 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 Saint Mary of Nazareth Hospital Center, 2233 West Division Street for the construction of a physician's office building on the premises known as 2222 West Division Street.

Said building shall be used exclusively for medical 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.

Saint Paul's House/Grace Convalescent Home.

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

SECTION 1. That the Commissioner of Water remove the inactive water service taps and water cutoffs, cap and seal the new water service, and the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers 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 Saint Paul's House/Grace Convalescent Home, for the rehabilitation of existing property on the premises known as 3831 North Mozart 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 and publication.

The Selfhelp Home.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, for the construction and remodeling of The Selfhelp Home, 908 West Argyle 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 upon its passage and publication.

University Of Illinois At 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 the University of Illinois at Chicago, for building of new construction on the premises known as 1140 South Morgan Street and South Marshfield 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 take effect upon its passage and due publication.

LICENSE FEE EXEMPTIONS.

Business.

Athenaeum Theatre.

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

SECTION 1. Pursuant to Section 4-4-020 of the Municipal Code of Chicago, the following public place of amusement is hereby exempted from the payment of the annual Limited Business License fee (Code 1010) for the period beginning February 16, 1995 and ending February 15, 1996:

Athenaeum Theatre
2936 North Southport Avenue.

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

Illinois Partners For Social And Economic Development Child And Family Counseling Center.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following organization is hereby exempted from the payment of the annual General Business License fee (Code 1010) for the period of February 16, 1995 through February 15, 1996:

Illinois Partners for Social and Economic Development
Child and Family Counseling Center
3209 West Devon Avenue.

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

International Music Foundation.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following music foundation is hereby exempted from the payment of the annual Limited Business License fee (Code 1010) for the period of February 16, 1995 through February 15, 1996:

International Music Foundation
500 North Dearborn Street.

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

Loretto Hospital/The Gift Box.

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

SECTION 1. That the following organization that is not operated for gain shall be exempted from the payment of the annual Limited Business License fee (Code 1010) for the current license period which expires on February 16, 1996:

Loretto Hospital
The Gift Box
645 South Central Avenue.

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

Luther North High School Thrift Shop.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following thrift shop is hereby exempted from the payment of the annual General Limited Business License fee (Code 1010) for the period of November 16, 1994 through November 15, 1995:

Luther North High School Thrift Shop
6059 West Addison Street.

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

National Council of Jewish Women.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following organization is hereby exempted from the payment of the annual General Limited Business License fee (Code 1010) for the period beginning November 16, 1994 and ending November 15, 1995:

National Council of Jewish Women
1524 West Howard Street.

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

Schwab Rehabilitation Hospital and Care Network.

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

SECTION 1. Pursuant to Section 4-4-010 of the Municipal Code of Chicago, the following hospital is hereby exempted from the payment of the annual General Business License fee (Code 1010) for the period of February 16, 1995 through February 15, 1996:

Schwab Rehabilitation Hospital and Care Network
1401 South California Avenue.

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

Day Care Center.

Chicago Child Care Society.

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

SECTION 1. Pursuant to Section 4-72-040 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 annual license fee for the period beginning July 16, 1994 and ending July 15, 1995:

Chicago Child Care Society
5467 South University Avenue.

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

Church Of The Good Shepard Day Care Center.
(1993 -- 1994)

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

SECTION 1. Pursuant to Section 4-72-040 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 annual license fee for the period beginning August 15, 1993 and ending August 15, 1994:

Church of the Good Shepard Day Care Center
5700 South Prairie Avenue.

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

Church Of The Good Shepard Day Care Center.
(1994 -- 1995)

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

SECTION 1. Pursuant to Section 4-72-040 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 annual Day Care License fee (Code 1584/Class I) for the period beginning August 16, 1994 and ending August 15, 1995:

Church of the Good Shepard Day Care Center
5700 South Prairie Avenue.

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

Concordia Child Care Center.

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

SECTION 1. Pursuant to Section 4-72-040 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 annual Day Care License fee for the period beginning February 16, 1995 and ending February 15, 1996:

Concordia Child Care Center
3855 North Seeley Avenue.

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

Rebecca K. Crown Child Development.

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

SECTION 1. Pursuant to Section 4-72-020 of the Municipal Code of Chicago, the following day care center is hereby exempted from payment of the annual Day Care Center License fee (Code 1584) for the period of February 16, 1995 through February 15, 1996:

Rebecca K. Crown Child Development
7601 South Phillips Avenue.

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

Duncan Young Men's Christian Association Child Development Center.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago and in accordance with favorable inspection by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for 1995:

Duncan Young Men's Christian Association
Child Development Center
1001 West Roosevelt Road.

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

Grace Church Preschool And Day Care Center.

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

SECTION 1. Pursuant to Section 4-72-040 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 year beginning November 15, 1993 and ending November 14, 1994:

Grace Church Preschool and Day Care Center
5954 South Albany Avenue.

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

Good Shepherd Lutheran Preschool And Kindergarten.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago and in accordance with favorable inspection reports, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the annual license fee beginning November 15, 1993 and ending November 14, 1994:

Good Shepherd Lutheran Preschool and Kindergarten
4200 West 62nd Street.

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

Harris Young Women's Christian Association Day Care Center.

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

SECTION 1. Pursuant to Section 4-72-040 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 annual license fee for the period beginning August 16, 1994 and ending August 15, 1995:

Harris Young Women's Christian Association Day Care Center
6200 South Drexel Avenue.

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

Jewish Community Center Of Chicago.
(Florence G. Heller Day Care Center)

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the annual license fee for the current license period which expires April 30, 1994:

Jewish Community Center of Chicago
Florence G. Heller Day Care Center
524 West Melrose Street.

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

Jewish Community Center Of Chicago.
(1994 -- 1995)

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

SECTION 1. Pursuant to Section 4-72-040 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 annual license fee for the period beginning February 16, 1994, and ending February 15, 1995:

Jewish Community Center of Chicago
524 West Melrose Street.

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

Jewish Community Center Of Chicago.
(1995 -- 1996)

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

SECTION 1. Pursuant to Section 4-72-040 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 annual license fee for the period beginning February 16, 1995, and ending February 16, 1996:

Jewish Community Center of Chicago
524 West Melrose Street.

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

LeClaire-Hearst Community Center.
(Day Care Kindergarten)

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

SECTION 1. Pursuant to Section 4-72-040 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 annual Day Care License fee for the period beginning February 15, 1995 and ending February 15, 1996:

LeClaire-Hearst Community Center
(20 day care kindergarten age)
4340 South Lamon Avenue.

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

LeClaire-Hearst Community Center.
(Full Day Head Start)

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

SECTION 1. Pursuant to Section 4-72-040 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 annual Day Care License fee for the period beginning February 15, 1995 and ending February 15, 1996:

LeClaire-Hearst Community Center
(40 full day Head Start)
4410 South Laporte Avenue.

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

LeClaire-Hearst Community Center.
(Half Day Head Start).

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

SECTION 1. Pursuant to Section 4-72-040 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 annual Day Care License fee for the period beginning February 15, 1995 and ending February 15, 1996:

LeClaire-Hearst Community Center
(36 half day Head Start)
4340 South Lamon Avenue.

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

Lutheran Day Care Nursery Association.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, 1994 -- 1995:

Lutheran Day Care Nursery Association
1802 -- 1808 North Fairfield Avenue.

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

Mount Greenwood Community Christian Center.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period which expires February 15, 1996:

Mount Greenwood Community Christian Center
11249 South Spaulding Avenue.

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

Park West Cooperative Nursery School.

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

SECTION 1. Pursuant to Section 4-72-040 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 annual Day Care License fee for the period beginning February 16, 1995 and ending February 15, 1996:

Park West Cooperative Nursery School
2335 North Orchard Street.

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

Parkway Community House Day Care Center.

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

SECTION 1. Pursuant to Section 4-72-040 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 annual license fee for the period beginning August 16, 1994 and ending August 15, 1995:

Parkway Community House Day Care Center
500 East 67th Street.

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

Rogers Park Lutheran Day Care Center Of Lutheran Social Services Of Illinois.

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Rogers Park Lutheran Day Care Center, which is a non-profit program of Lutheran Social Services of Illinois, is hereby exempted from payment of the license fee for the period beginning May 16, 1993 and ending May 15, 1994:

Rogers Park Lutheran Day Care Center of Lutheran Social Services of Illinois
1701 West Morse Avenue.

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

Saint Philip Evangelical Lutheran Day Care Center.

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

SECTION 1. Pursuant to Section 4-72-040 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 the payment of the annual Day Care License fee (Class I) for the period beginning February 16, 1995 and ending February 15, 1996:

Saint Philip Evangelical Lutheran Day Care Center
2444 West Bryn Mawr Avenue.

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

Sinai Nursery School And Kindergarten.
(1993 -- 1994)

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

SECTION 1. Pursuant to Section 4-72-040 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 period beginning August 15, 1993 and ending August 14, 1994:

Sinai Nursery School and Kindergarten
1720 East 54th Street.

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

Sinai Nursery School And Kindergarten.
(1994 -- 1995)

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

SECTION 1. Pursuant to Section 4-72-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain, is hereby exempted from payment of the license fee for the license period of April 30, 1994 to April 30, 1995:

Sinai Nursery School and Kindergarten
1720 East 54th Street.

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

Southwest Cooperative Preschool.

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

SECTION 1. Pursuant to Section 4-72-040 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 the payment of the annual license fee, for the period beginning October 15, 1993 and ending November 14, 1994:

Southwest Cooperative Preschool
3500 West 63rd Place.

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

Washington Park South Day Care Center.
(1993 -- 1994)

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

SECTION 1. Pursuant to Section 4-72-040 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 the payment of the annual license fee for the period beginning August 15, 1993 and ending August 14, 1994:

Washington Park South Day Care Center
6225 South Wabash Avenue.

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

Washington Park South Day Care Center.
(1994 -- 1995)

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

SECTION 1. Pursuant to Section 4-72-040 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 the payment of the annual license fee for the period beginning August 16, 1994 and ending August 15, 1995:

Washington Park South Day Care Center
6225 South Wabash Avenue.

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

Woodlawn Early Childhood Development Center.

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

SECTION 1. Pursuant to Section 4-72-040 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 the payment of the annual license fee for the period beginning August 16, 1994 and ending August 15, 1995:

Woodlawn Early Childhood Development Center
950 East 61st Street.

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

Food Dispenser.

Athenaeum Theatre.

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

SECTION 1. Pursuant to Section 4-344-1.0 of the Municipal Code of Chicago, the following institution is hereby exempted from payment of the Food Dispenser License fee (Code 1300/Class I) for the period beginning February 16, 1995 and ending February 15, 1996:

Athenaeum Theatre
2936 North Southport Avenue.

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

Food Purveyor.

Victory Gardens Theatre.

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following public place of amusement is hereby exempted from payment of the annual Food Purveyor (retail) License fee (Code 1311/Class I) for the period of February 16, 1995 through February 16, 1996:

Victory Gardens Theatre
2257 North Lincoln Avenue.

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

Occupancy Cards.

METRA Randolph Street Station And
METRA Van Buren Street Station.

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

SECTION 1. Pursuant to Section 13-84-410 of the Municipal Code of Chicago, the METRA Metropolitan Rail, 547 West Jackson Boulevard, is hereby exempted from the payment of the 1995 Occupancy Cards, for the following stations:

METRA Randolph Street Station
151 North Michigan Avenue; and

METRA Van Buren Street Station
151 West Van Buren Street.

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

Public Place Of Amusement.

Athenaeum Theatre.

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

SECTION 1. Pursuant to Section 4-16-020 of the Municipal Code of Chicago, the following public place of amusement is hereby exempted from the payment of the annual license fee (Code 1041/Class I) for the period beginning February 16, 1995 and ending February 15, 1996:

Athenaeum Theatre
2936 North Southport Avenue.

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

Victory Gardens Theatre.

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

SECTION 1. Pursuant to Section 4-16-020 of the Municipal Code of Chicago, the following public place of amusement is hereby exempted from the payment of the annual license fee (Code 1041/Class I) for the period of February 16, 1995 through February 15, 1996:

Victory Gardens Theatre
2257 North Lincoln Avenue.

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

CANCELLATION OF WATER RATES:

University Bible Fellowship Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel the assessments in the amount of $1,623.26, charged to the University Bible Fellowship Church, 6500 North Artesian Avenue.

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

REFUND OF FEES.

Building Permit Fees.

Lincoln Park Renewal Corporation.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $10,138.00 to the Lincoln Park Renewal Corporation,

401 North Wabash Avenue, for renovation of the Ogden Corners Apartments, representing payment of the following Building Permit fees:

Warrant No.	Amount	Location
B-796461	$4,888.00	525 West Eugenie Street
B-796464	250.00	1630 North Meyer Avenue
B-796467	250.00	1626 North Meyer Avenue
B-796468	250.00	1620 North Meyer Avenue
B-796488	250.00	1608 North Cleveland Avenue
B-796489	250.00	1602 North Cleveland Avenue
B-796490	250.00	1604 North Cleveland Avenue
B-796497	250.00	1606 North Cleveland Avenue
B-796498	250.00	1616 North Meyer Avenue
B-796499	250.00	1634 North Meyer Avenue
B-796502	250.00	1638 North Meyer Avenue
B-796503	250.00	1640 North Meyer Avenue
B-796504	250.00	1644 North Meyer Avenue
B-796505	250.00	1648 North Meyer Avenue
B-796506	250.00	1652 North Meyer Avenue
B-796507	250.00	1656 North Meyer Avenue
B-796508	250.00	500 West North Avenue
B-796509	250.00	520 West North Avenue
B-796510	250.00	1609 North Mohawk Street
B-796511	250.00	1607 North Mohawk Street

Warrant No.	Amount	Location
B-796512	$250.00	1605 North Mohawk Street
B-796513	250.00	1660 North Meyer Avenue

Limited Business License Fee.

National Council Of Jewish Women.

Ordered, That the City Comptroller is hereby authorized and directed to refund $325.00 to the National Council of Jewish Women, 1524 West Howard Street, representing payment of Limited Business License fees (Code 1010) for the periods of November 16, 1993 through November 15, 1994, and also for the period of November 16, 1994 through November 15, 1995, as follows:

License Certificate No. 404394	$200.00
License Certificate No. 450242	125.00

WAIVER OF FEES.

Canopy Fees.

Our Lady Of Victory.

Ordered, That the Director of the Department of Revenue waive all Canopy fees for the participants in the summer festival sponsored by Our Lady of Victory, 5212 West Agatite Avenue, for the period of June 7 through June 11, 1995, to be conducted on West Sunnyside Avenue between North Laramie Avenue and North Lockwood Avenue.

Food Vendor License Fees.

Saint Robert Bellarmine Summer Celebration 1995.

Ordered, That the Director of the Department of Revenue waive the Food Vendor License fees for the participants in the St. Robert Bellarmine Summer Celebration 1995, to be held at 4646 North Austin Boulevard, on Friday, June 23, 1995 and Saturday, June 24, 1995, during the hours of 6:00 P.M. to 12:00 Midnight.

Food Vendor And Itinerant Merchant License Fees.

Heart Of Italy Street Festival.

Ordered, That the Director of the Department of Revenue waive the Food Vendor and Itinerant Merchant License fees for all participants in the Heart of Italy Street Festival sponsored by the Mayor's Office of Special Events, to be held on South Oakley Avenue, from West 24th Street to West 25th Street, on June 2 through June 4, 1995.

Saint Columba's Church Festival.

Ordered, That the Director of the Department of Revenue waive the permit fees for food vendors and itinerant merchants participating in St. Columba's Church Festival, 13323 South Greenbay Avenue, for the period of May 31 through June 4, 1995, to be conducted on East 134th Street, Avenue O and South Greenbay Avenue, and on South Greenbay Avenue, between East 134th Street and the first alleys north and south thereof.

Saint John Bosco's Family Fest And Carnival.

Ordered, That the Director of Revenue of the City of Chicago waive the Food Vendors and Vendor License fees for the participants in St. John

Bosco's Family Fest and Carnival, to be held at 2250 North McVicker Avenue, for the period of July 4 through July 9, 1995.

Wright College Art Fair And Food Festival.

Ordered, That the Director of the Department of Revenue waive the Food Vendors and Itinerant Merchant License fees for participants in the Wright College Art Fair and Food Festival, to be conducted on September 10, 1995, during the hours of 11:00 A.M. to 5:30 P.M. on 3400 North Austin Boulevard, also in the parking lot and on the following sidewalks:

6000 block of West Roscoe Street -- sidewalk,

6000 block of West Cornelia Avenue -- sidewalk,

3400 North Meade Avenue -- sidewalk.

Wrightwood Improvement Association Summerfest.

Ordered, That the Director of the City Department of Revenue waive the Food Vendor and Itinerant Merchant License fees for participants in the Wrightwood Improvement Association Summerfest to be held on South Francisco Avenue, from 8301 to 8459 and on South Whipple Street, from 8301 to 8459, for the period of July 28 through July 30, 1995.

Itinerant Merchant License Fees.

Community Art Fair.

Ordered, All fees for the itinerant merchant applications relating to the participants in the Community Art Fair, to be held June 3 and 4, 1995, from 11:00 A.M. to dusk, in the amount of $3,000.00 are hereby waived.

Immaculate Heart Of Mary Parish.

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to issue, free of charge, Itinerant Merchant Licenses/vendor fees to the participants in the Immaculate Heart of Mary Parish, 3820 North Spaulding Avenue, for the period of June 5, 1995 through June 12, 1995, during the hours of 12:00 Noon to 12:00 Midnight to be held on North Spaulding Avenue, from West Grace Street to West Byron Street.

Textile Arts Craft Center.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the Textile Arts Craft Center, which will take place for the period of May 19 through May 21, 1995, at the Merchandise Mart Expo Center.

21st Anniversary Wells Street Art Festival.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the 21st Anniversary Wells Street Art Festival, in conjunction with the Old Town Chamber of Commerce, which will take place on Saturday, June 10 through Sunday, June 11, 1995.

Street Closing Permit Fees.

Saint John Bosco Church.

Ordered, That the Director of Revenue of the City of Chicago waive all Street Closing Permit fees charged to Saint John Bosco Church, 2250 North

McVicker Avenue for their family fest and carnival to be held July 4 through July 9, 1995.

Southside Community Outreach Coalition.

Ordered, That the Director of the Department of Revenue waive the Street Closing Permit fees for the Southside Community Outreach Coalition, a not-for-profit organization, 6730 South Halsted Street, to conduct their K.I.D.S. Zone Festival on July 22, 1995.

Wrightwood Improvement Association.

Ordered, That the Director of the City Department of Revenue waive the street closing fees for the participants in a summerfest to be conducted on Hayes Park Property, 2936 West 85th Street, for the adjoining streets of 8300 to 8500 South Francisco Avenue, and 8300 to 8500 South Whipple Street, for the Wrightwood Improvement Association, 2621 West 79th Street, for the period of July 28 through July 30, 1995.

Vendor Fees.

1995 Argyle Fest.

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Vendor License fees for all the participants in the 1995 Argyle Fest which will be held on August 27, 1995 during the hours of 11:00 A.M. to 8:00 P.M..

AUTHORIZATION FOR ISSUANCE OF PUBLIC PLACE OF AMUSEMENT LICENSE TO CIRQUE DU SOLEIL.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order, presented by Alderman Natarus (42nd Ward) authorizing the issuance of a public place of amusement license to Cirque Du Soleil, with fees to be determined on a pro rata basis, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue a Class I and Class III Public Place of Amusement License to Cirque Du Soleil, 445 North McClurg Court, with fees determined on a pro rata basis, subject to the ordinary approval process of the Departments of Fire, Police, Buildings and Revenue.

EXEMPTION OF THE ADLER PLANETARIUM FROM PAYMENT OF ALL CITY FEES AND LICENSES FOR YEAR 1995.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance presented by Alderman Natarus (42nd Ward) exempting The Adler Planetarium from payment of all City fees and licenses for year 1995, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Adler Planetarium, an Illinois not-for-profit corporation, operates The Adler Planetarium which has been and continues to be one of Chicago's most significant cultural and educational attractions; and

WHEREAS, The Adler Planetarium has brought Chicago international recognition; and

WHEREAS, Over the years, millions have viewed with amazement the visual depictions and movements of the planets and stars and re-creations of spectacular cosmic events projected by the Zeiss Planetarium Projector on The Adler Planetarium's unique 360 degree projection screen located inside the building's central dome; and

WHEREAS, Generations of schoolchildren from Chicago and the Greater Metropolitan Area have visited The Adler Planetarium in connection with their study of science and have had their educational experience enriched by seeing the wonders of the universe unfold before their eyes; and

WHEREAS, Over 88,000 schoolchildren annually visit The Adler Planetarium without charge, all citizens may visit without charge each Tuesday and total annual attendance is in excess of 450,000 people; and

WHEREAS, Historically, charitable, religious and educational institutions not conducted for private gain or profit have been exempt from the payment of City fees associated with, but not limited to, building permits, inspection fees, license fees, warrants for collection, water rates and certain City levies, by orders and ordinances adopted by the City Council of Chicago, executive orders and pursuant to various provisions of the Municipal Code of Chicago; and

WHEREAS, The Adler Planetarium has made and continues to make a major contribution to the educational experience of everyone in Chicago and the Greater Metropolitan Area; and

WHEREAS, The City Council of the City of Chicago deems it fitting and proper that said exemption from City fees associated with building permits, application fees, inspection fees, license fees, warrants for collection, water rates and certain other City levies be extended to The Adler Planetarium; now, therefore,

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

SECTION 1. That The Adler Planetarium, as an Illinois not-for-profit corporation engaged in scientific, educational and related activities, shall be exempt for the calendar year 1995 from the payment of all City fees including, but not limited to, fees associated with building permits, application fees, inspection fees, license fees, warrants for collection, water rates, uses of the public rights-of-way and all other City levies from which it is entitled to an exemption pursuant to City Council orders and ordinances, executive orders and provisions of the Municipal Code of Chicago which exempt charities and religious or educational institutions not conducted for private gain or profit.

SECTION 2. That The Adler Planetarium shall be entitled to refunds for any City-imposed fees which it may inadvertently or erroneously pay, or which it may pay during 1995 prior to the passage of this ordinance, and from which it is exempt pursuant to Section 1 of this ordinance without the need for an additional City Council order or ordinance.

SECTION 3. That the Commissioner of Buildings, the Commissioner of Streets and Sanitation, the Commissioner of Transportation, the Commissioner of Consumer Services, the Director of Revenue and the Commissioners or Directors of all other City departments are hereby directed to issue all necessary permits and licenses and provide other City services as described in Section 1 of this ordinance, free of charge, to The Adler Planetarium, provided, however, that The Adler Planetarium shall remain an Illinois not-for-profit corporation engaged in scientific, educational and related activities.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

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

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

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

Name And Address	Warrant Number And Type Of Inspection	Amount
Anixter Center 6610 North Clark Street	P1-500125 (Fuel Burn. Equip.)	$45.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Antioch Baptist Church 415 West Englewood Avenue	P1-002389 (Fuel Burn. Equip.)	$97.00
Benton Community Settlement 3034 South Gratten Avenue	B1-407671 (Bldg.)	40.00
The Byron Center 6050 North California Avenue	A1-004869 (Elev.)	41.00
	A1-405073 (Elev.)	60.00
	B1-015946 (Bldg.)	31.00
	B1-414422 (Bldg.)	40.00
	C2-003032 (Refrig.)	41.00
The Center for Rehabilitation and Training of the Disabled Persons (various locations)	B1-410570 (Bldg.)	60.00
	B1-013830 (Bldg.)	31.00
	B1-113835 (Bldg.)	31.00
	B1-414742 (Bldg.)	40.00
	F4-418735 (Mech. Vent.)	40.00
Damascus Baptist Church (various locations)	Application No. 94469 (Drwy.)	100.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Hull House 500 East 67th Street	B3-500324 (Pub. Pl. of Assemb.)	$ 60.00
Jackson Park Hospital 7531 South Stony Island Avenue	Warrant No. R03189230A (Signs)	8,910.00
	Warrant No. R03189230B (Signs)	3,150.00
Misericordia Home 2916 West 47th Street	P1-500435 (Fuel Burn. Equip.)	375.00
Henry Muhrer School 6250 North Sheridan Road	Invoice No. 94720085053 (Pollution Control)	30.00
Ada S. McKinley Community Services, Inc. (various locations)	F4-411127 (Mech. Vent.)	40.00
	R1-401505 (Drwy.)	34.00
	R1-451509 (Drwy.)	68.00
	R1-451510 (Drwy.)	34.00
Ada S. McKinley Foundation 8458 South Mackinaw Avenue	B1-404878 (Bldg.)	40.00
Northwestern Memorial Hospital 333 East Superior Street	B3-500555 (Pub. Pl. of Assemb.)	60.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Norwood Park Home 6016 North Nina Avenue	B4-400110 (Instit.)	$ 47.00
Organic Theater 3319 North Clark Street	B3-402067 (Pub. Pl. of Assemb.)	46.00
	B3-402099 (Pub. Pl. of Assemb.)	46.00
	F4-411773 (Mech. Vent.)	160.00
One Lord, One Faith Missionary Baptist Church 312 North Lavergne Avenue	R1-461924 (Drwy.)	34.00
Rehabilitation Institute of Chicago 345 East Superior Street	B4-400009 (Inst.)	271.00
Resurrection Health Care Corporation 2433 North Harlem Avenue	R1-459323 (Drwy.)	68.00
Rogers Park Presbyterian Church 7059 North Greenview Avenue	P1-500172 (Fuel Burn. Equip.)	110.00
Saint Joseph Hospital and Health Care Center/Stone Medical Center 2800 North Sheridan Road	P1-302814 (Fuel Burn. Equip.)	448.00
Schwab Rehabilitation Hospital and Care Network (various locations)	A1-406619 (Elev.)	60.00
	B4-400011 (Inst.)	95.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	P1-500569 (Fuel Burn. Equip.)	$355.00
Sisters of Charity B.V.M. 6364 North Sheridan Road	Invoice No. 94710085054 (Pollution Control)	30.00
	Invoice No. 95720085054 (Pollution Control)	30.00
South Asian Family Services, Inc. 1333 -- 1343 West Devon Avenue	F4-419515 (Mech. Vent.)	40.00
University of Chicago (various locations)	B1-403053 (Bldg.)	100.00
	B1-403336 (Bldg.)	60.00
	B1-403577 (Bldg.)	140.00
	B1-403968 (Bldg.)	160.00
	B1-404277 (Bldg.)	60.00
	B1-405553 (Bldg.)	100.00
	B1-405662 (Bldg.)	100.00
	B1-405670 (Bldg.)	180.00
	B1-405678 (Bldg.)	180.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	B1-405880 (Bldg.)	$ 80.00
	B1-406171 (Bldg.)	60.00
	B1-406181 (Bldg.)	60.00
	B1-406183 (Bldg.)	40.00
	B1-406210 (Bldg.)	60.00
	B1-406294 (Bldg.)	60.00
	B1-406295 (Bldg.)	120.00
	B1-406313 (Bldg.)	60.00
	B1-406314 (Bldg.)	80.00
	B1-406316 (Bldg.)	60.00
	B1-406328 (Bldg.)	60.00
	B1-406329 (Bldg.)	60.00
	B1-406479 (Bldg.)	140.00
	B1-406492 (Bldg.)	40.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	B1-406524 (Bldg.)	$ 60.00
	B1-406555 (Bldg.)	140.00
	B1-406585 (Bldg.)	40.00
	B1-406588 (Bldg.)	100.00
	B1-406589 (Bldg.)	80.00
	B1-406600 (Bldg.)	100.00
	B1-406601 (Bldg.)	140.00
	B1-406602 (Bldg.)	40.00
	B1-406604 (Bldg.)	260.00
	B1-407187 (Bldg.)	181.00
	B1-407495 (Bldg.)	40.00
	B1-407985 (Bldg.)	160.00
	B1-408019 (Bldg.)	60.00
	B1-410871 (Bldg.)	40.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	B1-412949 (Bldg.)	$ 60.00
	B1-417578 (Bldg.)	40.00
	B1-419811 (Bldg.)	160.00
	B1-419827 (Bldg.)	60.00
	P1-404782 (Fuel Burn. Equip.)	185.00
	P1-405372 (Fuel Burn. Equip.)	136.00
Uptown Center Hull House 4520 North Beacon Street	P1-500575 (Fuel Burn. Equip.)	160.00
Louis A. Weiss Memorial Hospital 4646 North Marine Drive	P1-500442 (Fuel Burn. Equip.)	45.00

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR COLLECTION ISSUED AGAINST RAVENSWOOD HOSPITAL AND RAVENSWOOD MEDICAL CENTER.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration sundry proposed orders for cancellation of specified warrants for collection issued against Ravenswood Hospital and Ravenswood Medical Center, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Schulter was excused from voting under Rule 14 of City Council's Rules of Order and Procedure.

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	Warrant Number And Type Of Inspection	Amount
Ravenswood Hospital (various locations)	B4-400135 (Inst.)	$175.00
	B4-400229 (Inst.)	79.00
	B4-400230 (Inst.)	187.00
	B4-400231 (Inst.)	111.00
	B4-400232 (Inst.)	46.00
	B4-400235 (Inst.)	159.00
Ravenswood Medical Center (various locations)	B4-419785 (Bldg.)	140.00
	P1-406626 (Fuel Burn. Equip.)	225.00

AUTHORIZATION FOR INSTALLATION OF ALLEYLIGHTS AT VARIOUS LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration six orders, presented by the aldermen named below, authorizing the installation of alleylights at specified locations:

Alderman Frias (12th Ward)	2438 West 34th Place and 2440 West 34th Place;
Alderman E. Smith (28th Ward)	262 North Keeler Avenue; and
Alderman Levar (45th Ward)	5406 West Devon Avenue, 4635 North Leclaire Avenue and 4710 West Hutchinson Avenue,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

2438 West 34th Place.

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 2438 West 34th Place.

2440 West 34th Place.

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 2440 West 34th Place.

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262 North Keeler Avenue.

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 262 North Keeler Avenue.

5406 West Devon Avenue.

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 5406 West Devon Avenue.

4635 North Leclaire Avenue.

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 4635 North Leclaire Avenue.

4710 West Hutchinson Avenue.

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 4710 West Hutchinson Avenue.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY VARIOUS NOT-FOR-PROFIT INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three ordinances, presented by the aldermen named below, authorizing the reduction in license fees for the employment of special police by the following institutions:

Alderman Haithcock (2nd Ward)	Illinois College of Optometry -- fifteen (15) for the 1995 year,
Alderman Giles (37th Ward)	Good News Community Church -- two (2) for the 1995 year; and
Alderman Moore (49th Ward)	Loyola University -- forty-five (45) for the 1995 year,

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 submitted,

(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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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):

Illinois College Of Optometry, Campus Police.

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

SECTION 1. Pursuant to Title 4, Chapter 280, Section 050 of the Municipal Code of the City of Chicago, the following charitable institution employs fifteen (15) special police and shall pay a fee of Ten and no/100 Dollars ($10.00) per license for the year of 1995:

Illinois College of Optometry, Campus Police
3241 South Michigan Avenue.

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

Good News Community Church.

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

SECTION 1. Pursuant to Title 4, Chapter 280, Section 050 of the Municipal Code of the City of Chicago, the following charitable institution employs two (2) special police and shall pay a fee of Ten and no/100 Dollars ($10.00) per license for the year of 1995:

Good News Community Church
3749 West Huron Street.

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

Loyola University.

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

SECTION 1. Pursuant to Title 4, Chapter 280, Section 050 of the Municipal Code of the City of Chicago, the following charitable institution employs forty-five (45) special police and shall pay an annual fee of Ten and no/100 Dollars ($10.00) per license for the year 1995:

Loyola University
6525 North Sheridan Road.

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

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, May 17, 1995.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending 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 998 through 1011 of this Journal.]

(Continued on page 1012)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/17/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMSKI	ALAN	POLICE OFFICER	THIRTEENTH DISTRICT	2/17/95	185.00
ALBERTS	CHRIS R	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	10/01/86	290.00
ALEXANDER	BEVERLY	POLICE OFFICER	THIRD DISTRICT	11/14/94	124.00
ALEXANDER	DANA	POLICE OFFICER	ELEVENTH DISTRICT	2/03/95	316.00
ALLEN	EDWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	9/23/94	12396.41
ALLEN	FRED	POLICE OFFICER	SEVENTEENTH DISTRICT	2/16/95	60.39
ALLEN	KEITH	POLICE OFFICER	ELEVENTH DISTRICT	12/26/94	42.59
AMBROSE	KATHERINE	POLICE OFFICER	THIRD DISTRICT	6/06/94	13775.23
ANDERSON	DONALD	POLICE OFFICER	NINETEENTH DISTRICT	11/25/94	91.00
ANDERSON	DONALD H	POLICE OFFICER	SEVENTEENTH DISTRICT	2/15/95	1177.60
ANDERSON	JERRY J	POLICE OFFICER	SEVENTH DISTRICT	5/19/94	4757.01
ANDERSON	PAUL	POLICE OFFICER	FOURTH DISTRICT	10/25/94	175.00
ANDRADE	JAMES	POLICE OFFICER	FIFTH DISTRICT	10/10/94	404.10
ANGELO	DEAN	POLICE OFFICER	SIXTEENTH DISTRICT	1/18/95	264.00
ANNERINO	AUGUST J	POLICE OFFICER	TENTH DISTRICT	6/07/94	45.00
ARNOLD	LUTHER D	POLICE OFFICER	THIRD DISTRICT	6/02/94	826.23
BANIEWICZ	ROBERT A	POLICE OFFICER	TENTH DISTRICT	6/30/94	370.80
BASURTO	SAUL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/27/94	200.00
BAXTER	WILLIAM C	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/09/95	440.32
BECKOM	JESSE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/08/91	38629.76
BEVAN	HERBERT H	POLICE OFFICER	FIRST DISTRICT	3/25/87	1695.00
BLAKE	BERNARD J	POLICE OFFICER	FOURTH DISTRICT	8/31/94	2654.76
BLAKE	WENDELL	POLICE OFFICER	SECOND DISTRICT	10/04/94	331.00
BOGGAN	KIMBERLY L	POLICE OFFICER	RECRUIT TRAINING	2/20/95	835.68
BOHAN	DANIEL M	POLICE OFFICER	SEVENTH DISTRICT	1/22/95	69.00
BORSKI	MARK	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/17/94	160.00
BOSNYAK	STEPHEN F	POLICE OFFICER	FOURTEENTH DISTRICT	1/01/95	30.00
BOWER	BEVERLY	POLICE OFFICER	NINETEENTH DISTRICT	1/27/95	202.00
BOYCE	THOMAS R	POLICE OFFICER	SIXTEENTH DISTRICT	4/27/94	130.00
BRABAND	THOMAS A	POLICE OFFICER	SIXTEENTH DISTRICT	2/25/94	100.00
BRANSFIELD	KATHLEEN A	POLICE OFFICER	EIGHTEENTH DISTRICT	11/27/94	105.00
BRANTLEY	DARREL I	POLICE OFFICER	THIRD DISTRICT	10/26/94	187.00
BRIXY-ALDAY	RITA	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/24/95	27.00
BROWN	JAMES	POLICE OFFICER	SECOND DISTRICT	6/04/83	1850.00
BROWN	RICHARD J	POLICE OFFICER	SEVENTEENTH DISTRICT	2/27/95	317.70
BUBALO	MILAN M	POLICE OFFICER	RECRUIT TRAINING	3/08/95	575.00
BUIE	GREGORY W.	POLICE OFFICER	THIRD DISTRICT	10/28/94	140.00
BUNCH	EDWARD	POLICE OFFICER	NARCOTICS SECTION	2/02/95	105.00
BURKART	CATHERINE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/17/94	213.00
BURNS	LINDA	POLICE OFFICER	ELEVENTH DISTRICT	4/21/94	250.00
BURTON	CRAIG E	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/07/95	1045.00
BUTLER	VALERIE	POLICE OFFICER	FIFTEENTH DISTRICT	2/21/95	305.68
CABRAL	ANNETTE	POLICE OFFICER	TWELFTH DISTRICT	6/15/94	403.20
CALDERON	FRANCIS	POLICE OFFICER	TENTH DISTRICT	7/09/94	70.00
CALDERON	FRANCIS	POLICE OFFICER	TENTH DISTRICT	12/23/94	96.75
CALLAHAN	MICHAEL	POLICE OFFICER	FOURTH DISTRICT	2/02/95	447.50
CAMPIONE	JACK	POLICE OFFICER	YOUTH DIVISION AREA THREE	3/29/92	4195.00
CANDELARIO	HUMBERTO	POLICE OFFICER	TWELFTH DISTRICT	11/20/94	80.00
CANTORE	DOMINIC F	POLICE OFFICER	SEVENTEENTH DISTRICT	2/20/95	103.95

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CARLSON	GLENN W	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/01/95	44.00
CARROLL	MICHAEL P	POLICE OFFICER	SIXTH DISTRICT	12/21/94	891.82
CARTAGENA	JOSE	POLICE OFFICER	EIGHTH DISTRICT	1/01/95	460.50
CARVIS	THOMAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/26/94	340.00
CHAPPEL	MARIE	POLICE OFFICER	THIRD DISTRICT	2/05/95	1847.00
CHATMAN	AARON	POLICE OFFICER	SIXTH DISTRICT	12/11/94	169.20
CHERNIK	ROBERT M	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/21/94	18875.87
CHILDS	PAMELA	POLICE OFFICER	SEVENTH DISTRICT	12/21/94	686.84
CICHON	THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	1/09/95	574.00
CIRONE	SAM J	POLICE OFFICER	EIGHTEENTH DISTRICT	2/21/94	65.00
CLARKE	PATRICIA S	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/31/94	64.00
CLAS	JUAN	POLICE OFFICER	ELEVENTH DISTRICT	1/11/95	42.00
CLENNA	KEVIN	POLICE OFFICER	SIXTH DISTRICT	12/29/94	134.00
COLE	LOUISE	POLICE OFFICER	FIFTEENTH DISTRICT	6/05/94	122.32
COLEMAN	ELAYNE	POLICE OFFICER	THIRD DISTRICT	11/13/94	970.00
COLLIER III	WALTER	POLICE OFFICER	EIGHTEENTH DISTRICT	1/14/95	346.67
COLLINS	RAYMOND J	POLICE OFFICER	SEVENTH DISTRICT	6/29/93	10963.17
CONROY	PATRICK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/09/94	152.16
CONROY	PATRICK M	POLICE OFFICER	ELEVENTH DISTRICT	11/17/94	155.25
CONTRERAS	LAURA	POLICE OFFICER	FIFTEENTH DISTRICT	2/24/95	429.63
COOPER	JAMES M	POLICE OFFICER	RECRUIT TRAINING	12/15/94	205.00
CORNELIUS	DON	POLICE OFFICER	FIFTH DISTRICT	8/12/94	57.00
CORONA	JOSEPH M	POLICE OFFICER	FOURTEENTH DISTRICT	11/30/94	76.00
CORRAL	AMALIO	POLICE OFFICER	RECRUIT TRAINING	9/14/94	517.55
CORSO	GEORGE	POLICE OFFICER	NINETEENTH DISTRICT	12/22/94	25.00
CRAIG	EUGENE JR	POLICE OFFICER	ELEVENTH DISTRICT	2/11/95	325.00
CRONK	VIRGINIA	POLICE OFFICER	UNKNOWN	1/03/95	460.00
CUMMINS	MICHAEL S	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/27/95	183.44
CURLEY	RICHARD	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	10/26/93	147.00
CYMBALISTY	EDWARD	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/23/95	15.00
DAREY	HERBERT A	POLICE OFFICER	FIFTH DISTRICT	9/15/94	57.00
DAVIS	CLEVON	POLICE OFFICER	THIRD DISTRICT	12/21/94	1709.80
DAVIS	JOHN T	POLICE OFFICER	THIRD DISTRICT	12/13/94	1814.40
DAVIS	TERANCE O	POLICE OFFICER	SIXTH DISTRICT	10/04/94	50.00
DEAL	JAMES D	POLICE OFFICER	SECOND DISTRICT	5/25/92	1092.01
DECARLO	JOSEPH	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	1/24/95	27.00
DECOLIGNY	MICHAEL	POLICE OFFICER	TWELFTH DISTRICT	12/24/94	911.00
DELGADO	PATRICIA	POLICE OFFICER	FOURTEENTH DISTRICT	9/16/94	2746.12
DELVALLE	NOEL	POLICE OFFICER	NINTH DISTRICT	12/06/94	223.00
DEVANEY	THOMAS A	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/10/94	156.25
DEYOUNG	DEBRA L	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/01/94	246.00
DIAZ	DANIEL	POLICE OFFICER	THIRTEENTH DISTRICT	2/10/95	155.25
DILLON	CORNELIUS	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	8/31/94	131.00
DINEEN	JOHN M	POLICE OFFICER	INTELLIGENCE SECTION	2/23/95	114.00
DIXON	CONNIE M	POLICE OFFICER	SIXTH DISTRICT	10/16/94	990.00
DIXON	STEVEN C	POLICE OFFICER	ELEVENTH DISTRICT	6/26/94	70.00
DIXON	STEVEN C	POLICE OFFICER	ELEVENTH DISTRICT	2/04/95	21.00
DOLAN	DAVID	POLICE OFFICER	SEVENTEENTH DISTRICT	1/17/95	924.00
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/88	387.84

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DOWD	PATRICK H	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/22/94	749.00
DUNLAP	HENRY L	POLICE OFFICER	SEVENTH DISTRICT	1/06/95	250.00
DUNN	WILLIAM P	POLICE OFFICER	NARCOTICS SECTION	11/25/94	74.00
DZIURA	JOHN F	POLICE OFFICER	SEVENTEENTH DISTRICT	8/31/93	926.10
EAGLIN	JAMES H	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/01/94	80.00
EDWARDS	ELMORE	POLICE OFFICER	FIFTH DISTRICT	2/01/95	211.00
EGAN	MICHAEL P	POLICE OFFICER	TENTH DISTRICT	12/28/91	645.00
EICHLER	DENNIS C	POLICE OFFICER	TENTH DISTRICT	1/30/94	146.00
ENG	JESSE J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/17/94	69.00
EPTING	RENEE	POLICE OFFICER	SEVENTH DISTRICT	12/21/94	520.25
ESCAMILLA	EDWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	12/16/94	599.01
ESHOO	DAVID A	POLICE OFFICER	SEVENTEENTH DISTRICT	11/29/94	86.00
ESHOO	DAVID A	POLICE OFFICER	EIGHTEENTH DISTRICT	1/28/95	126.00
FELGER	CAROL A.	POLICE OFFICER	SIXTEENTH DISTRICT	8/15/94	182.00
FENNER	HARRY	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	6/22/94	60.00
FERET	KEVIN ROBERT	POLICE OFFICER	SEVENTH DISTRICT	12/12/94	460.00
FERRO	VITO	POLICE OFFICER	TWELFTH DISTRICT	2/26/94	958.00
FIDYK	DAVID H	POLICE OFFICER	FIFTH DISTRICT	2/24/95	148.00
FIGUEROA	PATRICIA E	POLICE OFFICER	SEVENTH DISTRICT	11/13/94	907.00
FINNIGAN	HELEN I	POLICE OFFICER	TENTH DISTRICT	12/23/94	260.72
FLAHERTY	LENORE	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/08/91	660.00
FLORES	DIONISIO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/17/94	1657.17
FLORES	MIGUEL	POLICE OFFICER	THIRTEENTH DISTRICT	1/18/95	232.25
FLOWERS	ANTHONY	POLICE OFFICER	NINTH DISTRICT	2/19/95	1050.00
FOSTER	REGINALD E.	POLICE OFFICER	FOURTEENTH DISTRICT	10/26/94	601.00
FOX	DAVID A	POLICE OFFICER	FIFTEENTH DISTRICT	12/09/94	327.89
FRANCIS	NEIL	POLICE OFFICER	FIRST DISTRICT	8/12/94	175.00
FRANK	JOHN A	POLICE OFFICER	TENTH DISTRICT	5/14/94	94.00
FRANKO	STEPHEN D	POLICE OFFICER	NINTH DISTRICT	12/05/94	189.75
FRANZEN	TERRENCE	POLICE OFFICER	FOURTH DISTRICT	4/18/94	4037.00
FRAZIN	ROBERT	POLICE OFFICER	UNKNOWN	2/14/95	646.00
FRONCZAK	JAMES	POLICE OFFICER	TWENTIETH DISTRICT	2/18/95	460.81
GADDIN	CHARLES	POLICE OFFICER	FIFTH DISTRICT	2/18/95	150.00
GADOMSKI	RAYMOND A	POLICE OFFICER	PARKING ENFORCEMENT UNIT	7/27/94	895.00
GAINER	TIMOTHY P	POLICE OFFICER	MOUNTED UNIT	12/07/94	313.40
GANDY	CLINTON H	POLICE OFFICER	NINETEENTH DISTRICT	11/20/94	51.00
GAROFALO	JOSEPH	POLICE OFFICER	DETAIL UNIT	1/29/95	555.50
GARZA	MICHAEL	POLICE OFFICER	FOURTH DISTRICT	1/07/95	6104.00
GAS	STANLEY K	POLICE OFFICER	THIRD DISTRICT	9/19/94	1970.36
GAYTON	JUAN	POLICE OFFICER	TENTH DISTRICT	12/09/94	752.90
GIAMARUSTI	JOHN J	POLICE OFFICER	SIXTEENTH DISTRICT	11/29/94	105.00
GIBSON	LORRIE A	POLICE OFFICER	EIGHTEENTH DISTRICT	12/08/93	23.48
GIESE	THOMAS C	POLICE OFFICER	RECRUIT TRAINING	10/10/86	2711.00
GILL	MICHAEL	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	10/30/94	1330.65
GILLOTT	DAVID A	POLICE OFFICER	TWELFTH DISTRICT	6/07/93	2989.88
GIROD	JOHN J	POLICE OFFICER	SEVENTH DISTRICT	12/05/94	634.50
GIUFFRIDA	RICHARD	POLICE OFFICER	THIRD DISTRICT	11/08/94	44.25
GLINSKI	KEITH	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/26/94	1073.80
GLYNN	CHARLES	POLICE OFFICER	THIRTEENTH DISTRICT	6/26/94	29.00

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GLYNN-JOHNSON	MARY M	POLICE OFFICER	CENTRAL DETENTION SECTION	2/03/95	225.00
GOC	TIMOTHY	POLICE OFFICER	TWELFTH DISTRICT	10/08/94	155.00
GONZALEZ	ALFREDO JR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/16/94	619.75
GONZALEZ	GUILLERMO	POLICE OFFICER	ELEVENTH DISTRICT	12/07/94	1574.00
GONZALEZ	MARIO A	POLICE OFFICER	TWENTIETH DISTRICT	9/25/94	52.00
GOULD	TIMOTHY	POLICE OFFICER	FIFTH DISTRICT	1/08/95	195.00
GRANATO	MICHAEL	POLICE OFFICER	PARKING ENFORCEMENT UNIT	12/07/94	2006.40
GRANTZ	JOHN	POLICE OFFICER	DETAIL UNIT	9/06/94	95.00
GRAZIANO	RON D	POLICE OFFICER	EIGHTEENTH DISTRICT	7/01/94	105.00
GRECO	SAMUEL	POLICE OFFICER	FOURTEENTH DISTRICT	2/28/95	25.00
GREEN	GREGORY G	POLICE OFFICER	THIRD DISTRICT	2/04/95	160.00
GREEN	MARY ANN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/24/94	6016.36
GREEN	RICHARD L	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/31/95	314.30
GREVE	TIMOTHY	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/26/94	6752.50
GREY	MARCUS	POLICE OFFICER	THIRD DISTRICT	12/30/94	1276.38
GRIFFIN	JOHN L	POLICE OFFICER	THIRD DISTRICT	12/03/92	75.00
GRIFFIN	TOMELLA	POLICE OFFICER	TENTH DISTRICT	10/12/94	75.00
GRIFFIN	WAYNE A	POLICE OFFICER	NARCOTICS SECTION	12/03/94	479.00
GRIFFIN-LASENBY	EDDIE L	POLICE OFFICER	EIGHTEENTH DISTRICT	1/12/95	43.00
GRIFFITH	BILL J	POLICE OFFICER	FIRST DISTRICT	2/03/95	172.00
GROFF	LAWRENCE J	POLICE OFFICER	NINTH DISTRICT	2/15/95	29.00
GROSS	CYNTHIA	POLICE OFFICER	NINETEENTH DISTRICT	10/23/94	376.50
GRUBER	THOMAS A	POLICE OFFICER	THIRD DISTRICT	9/13/94	2971.09
GURGONE	FRANK	POLICE OFFICER	MOUNTED UNIT	7/03/94	75.00
HAAG	LARRY	POLICE OFFICER	TWENTIETH DISTRICT	9/25/94	52.00
HAESE	ALLISON	POLICE OFFICER	NINTH DISTRICT	12/19/94	160.00
HAGE	RONALD	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	12/02/94	417.00
HALL	MARYET	POLICE OFFICER	TWENTIETH DISTRICT	6/23/94	759.00
HAMILTON	MARJORIE	POLICE OFFICER	TWENTIETH DISTRICT	5/23/91	894.10
HAMMOND	MICHAEL C	POLICE OFFICER	ELEVENTH DISTRICT	12/25/94	131.25
HAMPTON	PATRICIA	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/16/95	276.00
HAMPTON	TIMOTHY	POLICE OFFICER	FIFTEENTH DISTRICT	12/13/94	1027.00
HANKINS	CAROLYN	POLICE OFFICER	SECOND DISTRICT	12/22/94	178.25
HANLEY	RICHARD	POLICE OFFICER	SEVENTH DISTRICT	8/05/92	1932.46
HANSERD	NATHANIEL	POLICE OFFICER	SIXTH DISTRICT	4/22/94	2747.00
HARRIS	JOSEPH E	POLICE OFFICER	FIFTH DISTRICT	3/02/94	680.00
HARTIGAN	NANCY	POLICE OFFICER	SEVENTEENTH DISTRICT	6/01/94	719.80
HARVEY	GARRICK D	POLICE OFFICER	THIRD DISTRICT	8/03/94	4058.60
HAYES	BRENDA R	POLICE OFFICER	SECOND DISTRICT	12/09/94	1326.00
HAYNES	SHERRY	POLICE OFFICER	FIFTH DISTRICT	3/04/94	91.00
HEARD	ARMAND	POLICE OFFICER	SECOND DISTRICT	2/19/95	125.00
HEFFERNAN	EILEEN M	POLICE OFFICER	PARKING ENFORCEMENT UNIT	11/08/94	2926.00
HEINZE	ROBERT E	POLICE OFFICER	SEVENTEENTH DISTRICT	1/16/95	182.70
HENEHAN	DONALD	POLICE OFFICER	EIGHTH DISTRICT	1/28/95	401.97
HENNIGAN	THOMAS	POLICE OFFICER	EIGHTH DISTRICT	8/08/94	695.50
HENRY	BERNADETTE	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	8/08/94	1636.20
HENRY-PHELPS	SYLVIA LEE	POLICE OFFICER	FIFTEENTH DISTRICT	11/29/92	490.00
HENRY-PHELPS	SYLVIA LEE	POLICE OFFICER	FIFTEENTH DISTRICT	11/01/92	120.00
HENSLEY	JOHN J	POLICE OFFICER	FIFTH DISTRICT	3/01/94	120.00

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HERBERT	DANIEL G	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/20/94	153.82
HERNANDEZ	SERGIO L	POLICE OFFICER	TENTH DISTRICT	11/29/94	290.50
HERNANDEZ	SERGIO L	POLICE OFFICER	TWELFTH DISTRICT	1/22/95	971.00
HERRERA	RICARDO	POLICE OFFICER	NINTH DISTRICT	1/16/95	400.00
HERRING	PATRICIA	POLICE OFFICER	SEVENTH DISTRICT	8/25/93	300.00
HEYDEN	JEFF P	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/10/94	410.50
HIDALGO	RENE R	POLICE OFFICER	FOURTH DISTRICT	12/18/94	182.32
HIGGINS	FRANCIS R	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/28/94	292.00
HILL	RODNEY	POLICE OFFICER	SIXTH DISTRICT	12/07/94	1003.00
HITIRIS	EVANGELOS	POLICE OFFICER	TWENTIETH DISTRICT	12/10/94	189.00
HNATUSKO	DANIEL M	POLICE OFFICER	SECOND DISTRICT	10/05/94	265.00
HOFFHEIMER	JAMES R	POLICE OFFICER	THIRD DISTRICT	8/05/94	1797.00
HOLT	RONALD	POLICE OFFICER	FIFTH DISTRICT	11/12/94	250.00
HOLTON	AARON	POLICE OFFICER	NARCOTICS SECTION	12/26/94	114.00
HOPKINS	ILENE R	POLICE OFFICER	TENTH DISTRICT	1/31/95	496.25
HOULIHAN	ROBERT M	POLICE OFFICER	TENTH DISTRICT	1/18/95	242.70
HOWELL	DELBERT	POLICE OFFICER	THIRD DISTRICT	8/12/93	931.00
HUGHES	THOMAS C	POLICE OFFICER	FIFTH DISTRICT	9/08/94	67.00
HUGHEY	ROSHAUN L	POLICE OFFICER	THIRD DISTRICT	12/15/94	629.00
HUMPHREY	VINCENT	POLICE OFFICER	NARCOTICS SECTION	12/19/94	232.47
HUNTER	KIM M	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/21/94	181.80
HUNTER	KIM M	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/12/94	312.50
IGLESIAS	CARLOS	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/04/94	903.40
IRVIN	WILMA	POLICE OFFICER	SIXTH DISTRICT	12/22/94	1024.55
IRWIN	SONIA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/23/94	31.00
JACKSON	EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	7642.27
JACKSON	EUGENE	POLICE OFFICER	SEVENTH DISTRICT	1/10/95	719.50
JACKSON	TALMITCH	POLICE OFFICER	THIRD DISTRICT	9/10/94	283.78
JALLOWAY	RICHARD	POLICE OFFICER	SEVENTH DISTRICT	12/10/94	150.00
JAMES	LAURA J	POLICE OFFICER	ELEVENTH DISTRICT	2/16/95	341.39
JAMES	RUFUS	POLICE OFFICER	FOURTH DISTRICT	12/16/94	1295.98
JAMES-RILEY	KATHLEEN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/30/88	2255.75
JAMISON	ERNEST	POLICE OFFICER	FOURTH DISTRICT	11/05/87	387.00
JASTRZEBSKI-QUALIZZA	MARGARET M	POLICE OFFICER	ELEVENTH DISTRICT	1/11/95	115.00
JEFFERSON	SHERMAN	POLICE OFFICER	ELEVENTH DISTRICT	2/15/95	30.20
JOHLIC	EDWARD L	POLICE OFFICER	EIGHTEENTH DISTRICT	11/26/94	402.00
JOHNSON	DARRICK	POLICE OFFICER	FIFTEENTH DISTRICT	12/27/94	279.85
JOHNSON	LAWRENCE	POLICE OFFICER	FIFTEENTH DISTRICT	7/18/94	765.94
JOHNSON	WILLIE L	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/31/94	265.00
JONES	BARBARA A	POLICE OFFICER	SIXTH DISTRICT	1/18/95	1166.00
JONES	LORENZO	POLICE OFFICER	TWENTIETH DISTRICT	1/04/95	2574.10
KEELEY	KENNETH	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/15/94	482.50
KELL	MARY ELIZABETH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/30/94	532.00
KELLY	JAMES	POLICE OFFICER	EIGHTH DISTRICT	5/14/94	75.00
KELLY	ROBERT	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/09/94	1240.00
KIERAS	ALAN E	POLICE OFFICER	OHARE SECURITY	6/13/83	5477.70
KIM	HAN S	POLICE OFFICER	RECRUIT TRAINING	12/25/94	420.87
KING	ALFRED J	POLICE OFFICER	EIGHTEENTH DISTRICT	12/15/93	107.00
KINNALLY	MICHAEL	POLICE OFFICER	NINETEENTH DISTRICT	12/11/94	19547.52

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KLEIDON	WALTER	POLICE OFFICER	NARCOTICS SECTION	4/01/94	2748.00
KOENIGSHOFER	COLLEEN	POLICE OFFICER	EIGHTH DISTRICT	9/12/93	583.50
KOENIGSHOFER	COLLEEN	POLICE OFFICER	EIGHTH DISTRICT	7/08/94	1992.23
KONRATH	ROBERT C	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	10/12/93	80.00
KOPSKY	CHRISTINE A	POLICE OFFICER	TWELFTH DISTRICT	5/04/93	1338.75
KOSIEWICZ	JOHN J	POLICE OFFICER	SEVENTH DISTRICT	2/18/95	930.00
KOSTECKI	JOHN G	POLICE OFFICER	NINETEENTH DISTRICT	12/18/94	1083.30
KRAFT	STACY	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/08/94	642.25
KRANZ	JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/29/94	592.37
KRUPA	FRANK	POLICE OFFICER	EIGHTH DISTRICT	2/24/95	369.32
KUBIAK	RONALD S	POLICE OFFICER	FIFTH DISTRICT	10/10/94	660.45
KUBICA	VICTOR H	POLICE OFFICER	ELEVENTH DISTRICT	12/21/94	103.50
KUCHARSKI	JOHN	POLICE OFFICER	SIXTEENTH DISTRICT	11/13/94	100.00
KUCHARSKI	TIMOTHY	POLICE OFFICER	RECRUIT TRAINING	1/18/95	227.85
KUHNS-OTOOLE	LYNN	POLICE OFFICER	NINETEENTH DISTRICT	10/05/94	195.00
KULEKOWSKIS	THOMAS G	POLICE OFFICER	FIRST DISTRICT	6/09/94	509.00
KULOSA	ERIC S	POLICE OFFICER	FIFTH DISTRICT	12/15/94	294.97
LABRIOLA	ANGELO R	POLICE OFFICER	UNKNOWN	9/23/94	6114.75
LAHORI	JOHN	POLICE OFFICER	SECOND DISTRICT	2/15/95	904.00
LALLY	THOMAS	POLICE OFFICER	EIGHTH DISTRICT	2/12/95	63.00
LANGE	JIMMIE	POLICE OFFICER	SEVENTH DISTRICT	1/01/95	1395.00
LAPOINTE	ARTHUR	POLICE OFFICER	ELEVENTH DISTRICT	12/25/94	2041.95
LAPPE	MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/88	85.50
LASH	MICHAEL	POLICE OFFICER	NARCOTICS SECTION	1/04/95	124.00
LEADER	KAREN S	POLICE OFFICER	NINETEENTH DISTRICT	2/13/95	815.00
LEMON	KAREN L	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/30/94	759.32
LESTINSKY	JOSEPH E	POLICE OFFICER	SEVENTEENTH DISTRICT	12/20/94	60.00
LEWIS	JOHNACE B	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/21/94	1821.50
LINDEMAN	ROBERT J	POLICE OFFICER	ENFORCEMENT SECTION	1/16/95	150.00
LONGSTREET	CORNELIUS	POLICE OFFICER	NARCOTICS SECTION	9/28/94	1934.00
LOPEZ	ANTHONY	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/24/94	1988.86
LOPEZ	HARRY	POLICE OFFICER	BOMB AND ARSON SECTION	9/02/93	55.00
LOPEZ	RICARDO	POLICE OFFICER	UNKNOWN	1/12/95	673.35
LOPEZ	SIGFREDO L	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/15/94	466.01
LUKE	JERRY	POLICE OFFICER	TWENTIETH DISTRICT	8/23/94	350.00
LUKENSMEYER	DANIEL C	POLICE OFFICER	NINTH DISTRICT	1/24/95	284.89
MACHAIN	STEPHEN J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/18/95	393.00
MACON	DARIN	POLICE OFFICER	THIRD DISTRICT	12/22/94	1520.00
MAGNUS	SHEILA	POLICE OFFICER	SIXTEENTH DISTRICT	11/16/94	364.00
MAJERCCZYK	BRUCE	POLICE OFFICER	FIRST DISTRICT	7/22/90	4829.44
MALEC	MARK R	POLICE OFFICER	TENTH DISTRICT	7/09/94	55.00
MALEK	THOMAS F	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/24/94	129.00
MANCINI	VINCENT A	POLICE OFFICER	PARKING ENFORCEMENT UNIT	7/30/94	262.52
MANLEY	MICHELE	POLICE OFFICER	FOURTEENTH DISTRICT	8/04/94	161.00
MANN	CRESSENT J	POLICE OFFICER	NARCOTICS SECTION	9/21/94	15.50
MARKHAM	MARYANN	POLICE OFFICER	TWELFTH DISTRICT	12/17/94	689.50
MARQUEZ	RIGOBERTO	POLICE OFFICER	FOURTEENTH DISTRICT	11/02/94	55.00
MARSHALL	GEORGE G	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/19/95	271.40
MARSHALL	GWENDOLYN	POLICE OFFICER	FOURTH DISTRICT	2/06/95	160.00

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MARTINEZ	MARIA P	POLICE OFFICER	UNKNOWN	2/21/95	272.69
MATTHEWS	HERBERT	POLICE OFFICER	FOURTEENTH DISTRICT	11/28/94	454.00
MATTIOLI	ROY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/02/95	440.00
MATURA	GREGORY F	POLICE OFFICER	TRAINING DIVISION	8/17/92	1973.00
MCCADD	THOMAS M	POLICE OFFICER	SECOND DISTRICT	8/26/93	154.80
MCCANN	EDDIE	POLICE OFFICER	SIXTH DISTRICT	12/23/94	499.00
MCCLAY	DARRELL	POLICE OFFICER	ELEVENTH DISTRICT	9/01/94	339.00
MCCRAY	IRISH L	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/31/95	187.00
MCDONOUGH	JAMES H	POLICE OFFICER	TWELFTH DISTRICT	9/26/94	1625.00
MCGARRY	DENNIS W	POLICE OFFICER	YOUTH DIVISION AREA THREE	12/30/94	658.15
MCHUGH	JOHN	POLICE OFFICER	NINTH DISTRICT	12/20/94	1720.04
MCINTYRE	THOMAS P	POLICE OFFICER	FIFTEENTH DISTRICT	12/11/94	92.00
MCKENNA	CATHLENE L	POLICE OFFICER	TENTH DISTRICT	1/12/95	146.25
MCLAIN	SCOTT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/28/94	434.85
MCMAHON-NELLIGAN	MAUREEN E	POLICE OFFICER	TWELFTH DISTRICT	8/26/94	536.50
MCNAMARA-SCIMECA	BARBARA	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/12/94	191.00
MCVICKER	ROBERT	POLICE OFFICER	FIFTH DISTRICT	2/14/95	375.00
MEDINA	ANITA	POLICE OFFICER	TWELFTH DISTRICT	1/05/95	291.75
MERCADO	ORLANDO L	POLICE OFFICER	SEVENTEENTH DISTRICT	2/27/95	143.10
MERCADO	WILFRED	POLICE OFFICER	UNKNOWN	9/22/94	5253.87
MESCALL	JOSEPH	POLICE OFFICER	ELEVENTH DISTRICT	1/31/95	544.39
METCALFE	ELMORE D	POLICE OFFICER	SEVENTH DISTRICT	10/18/94	1390.00
MEYER	PAUL	POLICE OFFICER	ENFORCEMENT SECTION	2/13/95	541.00
MICHALIK	JANE E	POLICE OFFICER	THIRTEENTH DISTRICT	2/28/95	212.00
MICKENS	MELVIN R	POLICE OFFICER	THIRD DISTRICT	1/21/95	259.31
MIENTUS	ALBERT	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	12/03/94	1338.00
MIKUS	VIRGIL	POLICE OFFICER	BOMB AND ARSON SECTION	10/13/92	384.00
MILLER	DERECK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/22/94	438.00
MILLER	JADE	POLICE OFFICER	SECOND DISTRICT	1/01/95	983.00
MILLS	RONALD C	POLICE OFFICER	FIFTH DISTRICT	1/05/95	650.00
MINNIEFIELD	DARRYL	POLICE OFFICER	ELEVENTH DISTRICT	1/29/95	527.00
MISKANIN	JOHN G	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	1/28/95	756.00
MITHEN	JAMES	POLICE OFFICER	SIXTEENTH DISTRICT	12/06/94	739.43
MOCADLO	STANLEY F	POLICE OFFICER	IDENTIFICATION SECTION	11/29/94	1700.00
MOLINA	REJEANA	POLICE OFFICER	RECRUIT TRAINING	1/10/95	397.00
MONROE	REGINA	POLICE OFFICER	SECOND DISTRICT	11/05/94	160.00
MOORE	M. L.	POLICE OFFICER	FIFTEENTH DISTRICT	1/29/94	97.00
MOORE-BOOKER	TRACY	POLICE OFFICER	FIFTEENTH DISTRICT	4/20/93	311.00
MORENO	BENJAMIN R	POLICE OFFICER	TENTH DISTRICT	6/27/94	300.50
MORENO	BENJAMIN R	POLICE OFFICER	TENTH DISTRICT	2/02/95	173.70
MOSQUEDA	ANGEL	POLICE OFFICER	TWENTIETH DISTRICT	1/24/95	565.55
MOSS-WLODARSKI	SUSAN	POLICE OFFICER	NINETEENTH DISTRICT	6/07/94	75.00
MUELLER	LAVERNE	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/01/94	305.25
MULKERIN	JOHN T	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/92	37694.38
MUNOZ	ARTHUR	POLICE OFFICER	ELEVENTH DISTRICT	1/12/95	480.90
MUNYON	THOMAS	POLICE OFFICER	FIFTEENTH DISTRICT	12/19/94	217.04
MURAWSKI	ALAN	POLICE OFFICER	FOURTH DISTRICT	1/03/95	374.50
MURPHY	MARTIN	POLICE OFFICER	FIFTH DISTRICT	1/09/95	148.00
MURPHY	PATRICK D	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/86	455.00

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MURPHY	ROGER E	POLICE OFFICER	SEVENTH DISTRICT	2/13/95	349.83
MURRAY	LUTHER	POLICE OFFICER	SECOND DISTRICT	2/02/95	633.00
MUSZYNSKY	MICHAEL W	POLICE OFFICER	ELEVENTH DISTRICT	11/17/94	4994.04
MYKOWSKI	JAMES S	POLICE OFFICER	UNKNOWN	1/24/95	2435.80
MYRON	KEVIN	POLICE OFFICER	THIRTEENTH DISTRICT	2/05/95	449.67
NALLY	RONALD	POLICE OFFICER	TWENTIETH DISTRICT	10/25/92	180.00
NASH	THOMAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/25/93	846.00
NEELEY	BRYANT M	POLICE OFFICER	SEVENTH DISTRICT	1/20/95	1426.01
NEGA	JOSEPH	POLICE OFFICER	FOURTEENTH DISTRICT	10/30/94	700.00
NELSON	JAMES E	POLICE OFFICER	SEVENTH DISTRICT	1/09/95	513.55
NICHOLS	CYNTHIA	POLICE OFFICER	SEVENTH DISTRICT	9/13/94	52.00
NICHOLS	CYNTHIA	POLICE OFFICER	SEVENTH DISTRICT	7/07/94	1293.00
NIX	CRYSTAL	POLICE OFFICER	SEVENTH DISTRICT	1/01/95	491.50
NOLAN	MICHAEL D	POLICE OFFICER	PARKING ENFORCEMENT UNIT	12/14/94	804.00
NOVAK	ROBERT D	POLICE OFFICER	FOURTH DISTRICT	10/13/94	1330.25
NUNEZ	JESUS A	POLICE OFFICER	ELEVENTH DISTRICT	3/14/94	600.00
NUNEZ-NAGLE	LINDA	POLICE OFFICER	SEVENTEENTH DISTRICT	12/06/94	136.00
NYHAN	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	2/02/95	94.00
OBOYLE	THOMAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/30/94	457.77
OBRIEN	DENNIS	POLICE OFFICER	SEVENTH DISTRICT	9/06/94	122.32
OBRIEN	ROGER J	POLICE OFFICER	EIGHTEENTH DISTRICT	6/14/94	40.00
OBRIEN	TERENCE	POLICE OFFICER	SIXTH DISTRICT	2/24/94	875.00
OCARROLL	DONAL R	POLICE OFFICER	TWENTIETH DISTRICT	10/19/94	175.00
OCONNOR	MARY C	POLICE OFFICER	EIGHTEENTH DISTRICT	1/05/94	41.50
ODONNELL	MICHAEL J	POLICE OFFICER	PARKING ENFORCEMENT UNIT	1/01/95	869.00
ODUM	THERESA	POLICE OFFICER	SEVENTH DISTRICT	1/01/95	496.50
OGRADY	JAMES	POLICE OFFICER	TWENTIETH DISTRICT	2/25/95	131.85
OHARA	TIMOTHY M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/13/94	27.00
OLEARY	JOHN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/27/94	4362.22
OLIVER	TIMOTHY	POLICE OFFICER	ELEVENTH DISTRICT	12/19/94	400.50
OMALLEY	JOHN	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	11/13/94	2530.00
ONTIVEROS	ANTONIO	POLICE OFFICER	NINTH DISTRICT	12/18/94	303.70
OROZCO	MARISA A	POLICE OFFICER	TENTH DISTRICT	10/14/94	166.50
ORSZULAK	BOGUMILA	POLICE OFFICER	ENFORCEMENT SECTION	10/15/94	170.00
ORTIZ	BRADUL	POLICE OFFICER	PARKING ENFORCEMENT UNIT	8/14/93	1754.17
ORYAN	JOHN	POLICE OFFICER	TENTH DISTRICT	2/23/95	490.00
OSTROWSKI	MICHAEL	POLICE OFFICER	TWELFTH DISTRICT	12/03/94	305.25
PACANOWSKI	DONNA S	POLICE OFFICER	UNKNOWN	12/01/94	428.50
PAGLIARO	NICHOLAS R	POLICE OFFICER	EQUIPMENT AND SUPPLIES SECTION	12/20/94	135.00
PALUCH	JEROME	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/13/94	262.00
PALUCK	DANIEL W	POLICE OFFICER	SEVENTH DISTRICT	2/16/95	521.63
PAMPINELLA	RONALD J	POLICE OFFICER	SIXTEENTH DISTRICT	1/25/95	112.00
PARKER	ANTHONY	POLICE OFFICER	ELEVENTH DISTRICT	5/06/94	1095.00
PARKER	DAVID J	POLICE OFFICER	NINETEENTH DISTRICT	11/04/94	2736.67
PARRA	ARTHUR	POLICE OFFICER	UNKNOWN	2/01/95	360.91
PAYTON	THOMAS R	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/30/95	845.50
PEARSON	BRUCE W	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/07/94	980.50
PECK	RICHARD E	POLICE OFFICER	NARCOTICS SECTION	10/05/94	6434.00
PEDONE	FLOYD	POLICE OFFICER	FIRST DISTRICT	1/01/95	58.00

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PELLEGRINI	JOHN	POLICE OFFICER	THIRTEENTH DISTRICT	7/10/94	145.00
PETERSEN	DONALD	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/22/95	1115.00
PIKULA	DAVID A	POLICE OFFICER	SEVENTH DISTRICT	2/04/95	579.25
PINZON	CESAR A	POLICE OFFICER	FOURTEENTH DISTRICT	1/23/95	1016.00
PLACENCIO	EDGAR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/27/94	1463.07
POLLACK	KENNETH R	POLICE OFFICER	FIRST DISTRICT	6/04/93	55.00
POLLARD	JIMMIE L	POLICE OFFICER	UNKNOWN	1/24/95	1930.80
PORADZISZ	DAVID J	POLICE OFFICER	TENTH DISTRICT	1/05/95	1432.50
PREROST-SCHLOSS	ALLISON J	POLICE OFFICER	EIGHTEENTH DISTRICT	1/31/95	295.09
PRICE	RAYMOND	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/22/94	131.50
QUALLS	MICHAEL D	POLICE OFFICER	SECOND DISTRICT	12/10/94	1410.00
QUARTERMAN	CRAIG	POLICE OFFICER	SECOND DISTRICT	1/01/95	190.00
RAPA	BRUCE J	POLICE OFFICER	TWENTIETH DISTRICT	1/04/95	1615.02
REUM	DARRELL R	POLICE OFFICER	FOURTEENTH DISTRICT	2/19/95	339.90
REYES	ROGER	POLICE OFFICER	TENTH DISTRICT	4/06/82	135.00
RICE	BRET	POLICE OFFICER	FIFTEENTH DISTRICT	12/26/94	576.00
RICHLIK	BRUCE V	POLICE OFFICER	FOURTH DISTRICT	12/19/94	1659.00
RIDLEY	CHRESSE	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/11/94	408.25
RIESCHE	WILLIAM	POLICE OFFICER	SEVENTEENTH DISTRICT	12/03/94	876.10
RISLEY	THOMAS B	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/27/94	511.60
RIVERA	DANIEL W	POLICE OFFICER	SEVENTEENTH DISTRICT	9/07/94	250.00
RIVERA	DANIEL W	POLICE OFFICER	SEVENTEENTH DISTRICT	11/18/94	277.00
RIVERA	VICTOR	POLICE OFFICER	FOURTEENTH DISTRICT	12/06/94	349.60
RIZZI JR	DOMINIC	POLICE OFFICER	PARKING ENFORCEMENT UNIT	10/26/93	125.00
ROBBINS	MICHAEL A	POLICE OFFICER	THIRD DISTRICT	9/10/94	15423.81
ROBERTS	JOHN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/27/94	400.00
ROBERTS	JOHN F	POLICE OFFICER	TRAINING DIVISION	12/06/94	166.00
ROBLES	CLEMENT	POLICE OFFICER	OPERATIONAL SERVICES-ADMINISTR	12/17/94	389.00
RODGERS	DORINDA	POLICE OFFICER	FIFTH DISTRICT	8/19/94	13174.65
RODRIGUEZ	FRANK A	POLICE OFFICER	FIFTEENTH DISTRICT	9/16/94	58.00
RODRIGUEZ	JOSE M	POLICE OFFICER	FOURTEENTH DISTRICT	12/02/94	591.96
RODRIGUEZ	ROLANDO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/27/95	54.00
RODRIGUEZ	JOSE A	POLICE OFFICER	FOURTEENTH DISTRICT	1/11/95	95.00
ROLLINS	ALLAN	POLICE OFFICER	SIXTH DISTRICT	9/11/94	560.00
ROMAN	MELVIN	POLICE OFFICER	TENTH DISTRICT	1/05/95	460.20
ROSE	DONALD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/04/95	110.85
ROSE-ELLINGER	KATHERINE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/12/95	7058.34
ROSINSKI	DENNIS L	POLICE OFFICER	PARKING ENFORCEMENT UNIT	2/20/95	1043.39
RUHL	WILLIAM	POLICE OFFICER	EIGHTH DISTRICT	12/16/94	264.50
RUSSELL	ROBBIE	POLICE OFFICER	SIXTH DISTRICT	9/09/93	6943.70
RYAN	LAWRENCE G	POLICE OFFICER	SEVENTEENTH DISTRICT	1/20/95	1486.50
RYAN	RICHARD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/30/94	302.05
RYBKA	BRIAN J	POLICE OFFICER	NINETEENTH DISTRICT	2/24/95	277.59
RYCRAW	CHERYL L	POLICE OFFICER	SIXTH DISTRICT	1/30/95	70.00
SALADINO	CARLOS	POLICE OFFICER	UNKNOWN	12/14/78	9513.47
SALVATORE	CHARLES W	POLICE OFFICER	EIGHTH DISTRICT	6/18/94	11383.60
SANDERS	ERIC	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/17/94	90.00
SASSO	KATHRYN	POLICE OFFICER	EIGHTEENTH DISTRICT	1/19/87	210.00
SCHNELLER	FRANZ D	POLICE OFFICER	ELEVENTH DISTRICT	1/02/95	324.75

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SCHODTLER	JAMES	POLICE OFFICER	TWENTIETH DISTRICT	2/15/92	1016.00
SCHUMACHER	MICHAEL	POLICE OFFICER	FIRST DISTRICT	10/29/90	70.00
SEMMLER	JAMES R	POLICE OFFICER	FIFTEENTH DISTRICT	4/08/94	20.00
SHAEFFER	JAMES	POLICE OFFICER	SIXTEENTH DISTRICT	11/19/94	538.37
SHAW	JOSEPH H	POLICE OFFICER	SEVENTH DISTRICT	1/28/95	283.34
SIMMONS	JAMES	POLICE OFFICER	THIRD DISTRICT	1/17/95	60.00
SIMON	EDWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	1/09/95	2457.25
SIMPSON-BRYANT	SUSAN	POLICE OFFICER	NINTH DISTRICT	1/28/95	90.00
SIMPSON-ROBINSON	YVONNE	POLICE OFFICER	SIXTH DISTRICT	9/05/94	77.00
SINK	JAMES S	POLICE OFFICER	PARKING ENFORCEMENT UNIT	2/11/95	246.45
SMITH	CHARLES M	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	7/03/85	611.00
SMITH	NECOLE	POLICE OFFICER	FOURTH DISTRICT	5/24/94	60.30
SMITH	ROBERT	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	1/06/95	492.00
SOLAVA	JUDITH M	POLICE OFFICER	SEVENTH DISTRICT	4/28/94	1610.00
SOTO	LOUIS	POLICE OFFICER	TENTH DISTRICT	1/22/95	500.10
STEWART-DYESS	MARIA ELLENA	POLICE OFFICER	TWELFTH DISTRICT	1/23/95	5223.39
STOPPA	KENNETH A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/29/94	6372.65
STRZEPEK	STEVE	POLICE OFFICER	TWENTIETH DISTRICT	9/17/94	52.00
SULLIVAN	DANIEL J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/02/95	375.99
SUTTON	RENNARD	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/11/94	1065.60
TATE	SHIRLEY	POLICE OFFICER	FIFTH DISTRICT	2/18/95	42.00
TATE	TYRONE	POLICE OFFICER	NINETEENTH DISTRICT	1/16/95	2506.00
TAYLOR	ALBERT	POLICE OFFICER	SEVENTH DISTRICT	1/12/95	63.00
TIEDJE	EDWARD C	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/29/86	8062.11
TOLLEY	JOHN F	POLICE OFFICER	FOURTH DISTRICT	4/22/90	995.00
TOOLIS	JAMELE F	POLICE OFFICER	EIGHTH DISTRICT	1/10/95	106.00
TRAPP	WAYNE C	POLICE OFFICER	SEVENTEENTH DISTRICT	2/16/95	427.83
TUDRON	JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/11/85	160.00
TUIDER	LAWRENCE H	POLICE OFFICER	DETECTIVE DIV AREA 1 ADMINISTR	1/06/95	110.00
TYLER	STEVE C	POLICE OFFICER	NARCOTICS SECTION	10/05/94	2034.00
UTZ	JAMES	POLICE OFFICER	ENFORCEMENT SECTION	5/14/92	1682.00
VACCARO	BRUCE	POLICE OFFICER	OHARE LAW ENFORCEMENT	6/12/90	7322.83
VALIENT	BRIDGET	POLICE OFFICER	SEVENTH DISTRICT	3/25/90	100.00
VARGAS	FIDEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/08/95	186.00
VELAZQUEZ	ANGELO C	POLICE OFFICER	THIRTEENTH DISTRICT	1/21/95	756.20
VELEZ	LOUIS A	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	9/09/78	57.00
VICK	KIMBERLY	POLICE OFFICER	ELEVENTH DISTRICT	8/09/94	45.00
WALLACE	PAUL E	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/03/94	361.37
WALTHALL	KEITH	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/29/94	357.00
WANDEL	HERBERT	POLICE OFFICER	ENFORCEMENT SECTION	7/12/94	153.93
WARD	JAMES J	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	6/22/94	173.50
WASHINGTON-BULLOCK	DORIS	POLICE OFFICER	SEVENTH DISTRICT	11/06/94	2363.00
WASIK-GOMOLSKI	CHRISTINE A	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/21/94	48.00
WATSON	HENRY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	9/07/94	11787.63
WENDLANDT	JAMES W	POLICE OFFICER	NINTH DISTRICT	9/17/94	195.00
WENSERITT	TODD	POLICE OFFICER	NINETEENTH DISTRICT	12/11/94	680.00
WESTLEY	MARVIN R	POLICE OFFICER	SIXTH DISTRICT	1/10/95	1624.00
WHITE	LESTER	POLICE OFFICER	NINTH DISTRICT	1/12/95	462.32
WICKERY	KEVIN J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/05/94	2277.69

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WIELAND	HEINZ V	POLICE OFFICER	RECRUIT TRAINING	8/15/94	374.50
WIKSTEN	JOHN L	POLICE OFFICER	SIXTH DISTRICT	1/21/86	66.00
WILLIAMS	EDGAR	POLICE OFFICER	UNKNOWN	10/12/94	329.32
WILLIAMS	KIM	POLICE OFFICER	SECOND DISTRICT	1/17/95	507.00
WILLIAMS	NIKO J	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/09/95	782.00
WILLIAMS	THEODORE G	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	4/18/94	166.00
WILLIAMS	TROY V	POLICE OFFICER	SECOND DISTRICT	1/01/95	815.00
WILLIS	MAURICE	POLICE OFFICER	THIRD DISTRICT	1/23/95	360.00
WISNIEWSKI	GARY	POLICE OFFICER	NINTH DISTRICT	7/11/94	4088.51
WISNIEWSKI	JAMES S	POLICE OFFICER	TENTH DISTRICT	5/14/94	434.30
WOLDEIT	DEBORAH	POLICE OFFICER	FOURTEENTH DISTRICT	9/25/94	303.00
WOZNIAK	LEE	POLICE OFFICER	NINTH DISTRICT	2/06/95	1998.00
WOZNICKI	LAWRENCE	POLICE OFFICER	PARKING ENFORCEMENT UNIT	1/30/95	1224.00
WRONKIEWICZ	RONALD	POLICE OFFICER	EIGHTH DISTRICT	3/02/93	103.50
YANCEY	TRACEY M	POLICE OFFICER	EIGHTH DISTRICT	1/13/95	110.00
ZAEHRINGER	SUSAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/06/94	236.23
ZAEHRINGER	SUSAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/31/95	121.35
ZAWILA	MARK	POLICE OFFICER	NINTH DISTRICT	1/05/95	218.00
ALVAREZ	DEBORAH	PARAMEDIC	AMBULANCE 10	2/05/95	317.00
ANGAROLA	PETER	ENGINEER	DISTRICT RELIEF 3	10/24/94	190.57
BAINS	CURTIS	FIREFIGHTER	ENGINE COMPANY 73	8/23/94	217.55
BELL	DENNIS	FIREFIGHTER	TRUCK 51	5/08/75	8349.00
BELLAIR	WILLIAM	CAPTAIN	ENGINE COMPANY 47	2/08/85	414.00
BENJAMIN	WILLIAM	PARAMEDIC	AMBULANCE 39	1/15/95	90.00
BLISS	CHARLES	ENGINEER	DISTRICT RELIEF 2	1/10/95	223.50
BOMBENGER	THOMAS	LIEUTENANT	ENGINE COMPANY 121	10/27/85	225.00
BRADY	CHARLES	LIEUTENANT	ENGINE COMPANY 79	5/16/94	1758.97
BURKE	DONALD	FIREFIGHTER	ENGINE COMPANY 86	12/02/93	145.00
BUTLER	JAMES	FIREFIGHTER	TRUCK 31	1/19/95	488.58
CALES	DAVID	FIREFIGHTER	ENGINE COMPANY 8	4/09/83	960.00
CAMILLO	ANTHONY	FIREFIGHTER	ENGINE COMPANY 79	1/24/95	24.00
CARONE	EDWARD	FIREFIGHTER	ENGINE COMPANY 116	11/03/94	62.10
CARR	GEORGE	FIREFIGHTER	ENGINE COMPANY 121	9/22/94	221.00
CHAMBERS	DOREEN	PARAMEDIC	AMBULANCE 27	7/31/94	159.30
CLAFFORD	EDWARD	FIREFIGHTER	TRUCK 35	12/31/94	896.75
COLEMAN	BOYCE	FIREFIGHTER	TRUCK 61	12/17/94	246.50
COLLINS	JOHN	FIREFIGHTER	SQUAD 5	2/13/95	2841.39
CONFORTI	PATRICK	FIREFIGHTER	ENGINE COMPANY 71	2/13/95	333.22
COOPER	WILLIAM	LIEUTENANT	ENGINE COMPANY 70	2/11/95	473.17
CRAVEN	PATRICK	FIREFIGHTER	TRUCK 32	11/25/94	102.00
CROSSIN	FRANCIS	FIREFIGHTER	ENGINE COMPANY 92	7/10/94	84.50
CULLEN	RAYMOND A	FIREFIGHTER	TRUCK 35	10/29/94	33.00
CUNNINGHAM	JOHN	FIREFIGHTER	TRUCK 47	2/04/95	295.92
DIANA	KENNETH	FIREFIGHTER	ENGINE COMPANY 122	10/23/94	181.80
DILLARD	LAWRENCE	ENGINEER	ENGINE COMPANY 73	8/23/94	814.00
DILLON	WILLIAM	PARAMEDIC	AMBULANCE 27	2/03/95	192.60
DODOVICH	ROBERT	FIREFIGHTER	TRUCK 13	2/07/95	208.86
DUNN-MALLALLY	CHRIS	PARAMEDIC	AMBULANCE 3	1/28/95	1547.70
EDWARDS	JOHN	CAPTAIN	UNKNOWN	12/03/94	994.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/17/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FITZGIBBON	JAMES	PARAMEDIC	UNKNOWN	4/04/94	115.00
FITZGIBBON	JAMES	PARAMEDIC	UNKNOWN	5/16/94	175.00
FLORES	CARMELO	FIREFIGHTER	ENGINE COMPANY 112	10/22/94	89.00
FOCH	CRAIG	FIREFIGHTER	UNKNOWN	1/02/95	654.60
FOLAK	JOHN	FIREFIGHTER	TRUCK 48	1/06/95	327.25
FRANZEN	JAMES	FIREFIGHTER	TRUCK 10	9/27/94	110.00
GACKI	ROBERT	FIREFIGHTER	ENGINE COMPANY 45	9/02/94	240.00
GAINER	FRANCIS E	LIEUTENANT	ENGINE COMPANY 126	2/03/94	90.00
GALAN	JOSE	FIREFIGHTER	TRUCK 2	1/25/95	74.00
GARDLEY	MAMIE	PARAMEDIC	AMBULANCE 15	12/08/91	3907.70
GARITI	JOHN	FIREFIGHTER	SQUAD 4	1/20/95	267.79
GAYDA	WAYNE	FIREFIGHTER	TRUCK 32	10/21/94	2565.00
GENOVA	JOHN	PARAMEDIC	UNKNOWN	12/17/94	532.50
GIUFFRE	PHILIP	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	10/26/94	637.50
GOEWEY	MICHAEL	FIREFIGHTER	ENGINE COMPANY 113	2/10/95	223.00
GOODMAN	PAUL	PARAMEDIC	AMBULANCE 3	11/23/94	143.00
GRADOLF	ANNE	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	11/30/94	322.95
GRASSMUCK	SHARISSE	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	5/24/94	39.00
GRASSMUCK	SHARISSE	PARAMEDIC	OFFICE OF THE FIRE COMMISSIONE	12/24/94	686.00
HALLORAN	DANIEL	FIREFIGHTER	TRUCK 29	2/11/92	90.00
HAMILTON	EDWARD	PARAMEDIC	AMBULANCE 37	1/16/95	86.40
HARDT	RICHARD	ENGINEER	UNKNOWN	2/27/95	357.97
HARDY	JOHN	PARAMEDIC	AMBULANCE 25	5/21/94	175.00
HARKEY	JEROME	FIREFIGHTER	ENGINE COMPANY 99	1/30/95	205.25
HARPER	RUSSELL	FIREFIGHTER	TRUCK 14	11/01/94	5674.45
HEIM	HENRY	LIEUTENANT	TRUCK 29	1/17/95	291.50
HERNANDEZ	PEDRO	FIREFIGHTER	UNKNOWN	1/17/95	672.00
HOCK	CHARLES	FIREFIGHTER	SNORKEL SQUAD 3	10/31/94	338.00
HOEH	JOHN	PARAMEDIC	UNKNOWN	10/08/94	2043.00
HOFFMAN	JOHN	CAPTAIN	TRUCK 50	2/19/95	1311.70
HOLTZ	JAMES	FIREFIGHTER	TRUCK 32	1/06/95	1002.74
HOOKER	MICHAEL	LIEUTENANT	DISTRICT RELIEF 6	4/08/88	533.00
HORIST	RONALD	ENGINEER	ENGINE COMPANY 55	9/26/87	118.00
HOSHELL	JEFFREY	FIREFIGHTER	TRUCK 44	1/25/95	249.00
HUMPHREY	WILLIAM	FIREFIGHTER	ENGINE COMPANY 28	2/07/95	2471.36
IBATA	RICHARD A	CAPTAIN	EMS DISTRICT 3 HEADQUATERS & R	2/22/95	83.00
JACKSON	ANTHONY	FIREFIGHTER	UNKNOWN	2/10/95	342.00
JACOBAZZI	MICHAEL	FIREFIGHTER	TRUCK 58	1/12/95	581.90
JOHNSON	BERNARD	CAPTAIN	AMBULANCE 4	2/26/95	194.22
JOHNSON	MICHAEL R	PARAMEDIC	AMBULANCE 20	9/08/94	1419.47
KEHOE	PATRICK	CAPTAIN	ENGINE COMPANY 14	1/12/95	480.00
KEIPER-KNAPP	EILEEN	PARAMEDIC	AMBULANCE 9	2/25/95	60.39
KEMPER	ROBERT	LIEUTENANT	UNKNOWN	1/05/95	659.65
KINNERK	JOSEPH	PARAMEDIC	ENGINE COMPANY 18	11/18/94	29.00
KISH	JOSEPH	FIREFIGHTER	SQUAD 2	1/24/95	405.00
KNIGHT	WILLIE	PARAMEDIC	AMBULANCE 41	1/06/95	537.30
KNOTT	STEVE	PARAMEDIC	UNKNOWN	9/01/94	319.00
KOVATS	WILLIAM	PARAMEDIC	AMBULANCE 8	2/28/95	150.57
KRAMER	RICHARD	FIREFIGHTER	ENGINE COMPANY 86	11/23/94	1787.70

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/17/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KUBALANZA	JOSEPH	FIREFIGHTER	ENGINE COMPANY 18	1/03/95	414.50
LALOWSKI	EDWARD	FIREFIGHTER	ENGINE COMPANY 125	12/24/94	445.72
LANDERS	ROBERT J	FIREFIGHTER	AMBULANCE 19	1/14/95	171.25
LARAMORE-HEARD	KIMBERLY J	PARAMEDIC	AMBULANCE 34	1/20/95	430.70
LATIKER	VICTOR	FIREFIGHTER	TRUCK 48	2/10/95	492.00
LEE	JESSE	FIREFIGHTER	BATTALION 11	2/09/95	114.00
LINK	GEORGE	FIREFIGHTER	ENGINE COMPANY 99	6/24/94	63.00
MARSDEN	JOHN J	CAPTAIN	EMS DISTRICT 1 HEADQUATERS & R	9/12/94	15115.43
MARSHALL	WILLIAM	FIREFIGHTER	TRUCK 51	5/22/94	711.50
MARTIN	BROOKIE	FIREFIGHTER	ENGINE COMPANY 97	2/07/95	778.56
MASTRIANNO	PHILIP	PARAMEDIC	AMBULANCE 41	12/21/94	130.00
MATHEWS	ANTHONY	FIREFIGHTER	ENGINE COMPANY 72	7/24/94	1585.05
MCGUINNESS	PATRICK J	CAPTAIN	UNKNOWN	1/29/95	176.55
MCMAHON	MICHAEL	ENGINEER	DISTRICT RELIEF 1	7/18/94	165.00
MCMORRIS	RENEA	LIEUTENANT	UNKNOWN	12/22/94	592.00
MCPHILLIPS	JAMES	FIREFIGHTER	ENGINE COMPANY 88	1/09/95	136.00
METROPULOS	NICHOLAS	POLICE OFFICER	UNKNOWN	11/30/94	61.00
MICHALOWICZ	ANTHONY	FIREFIGHTER	TRUCK 14	2/12/95	598.50
MILOTT	NEAL	FIREFIGHTER	SQUAD 4	1/06/95	287.75
MULLAGHY	PATRICK	LIEUTENANT	ENGINE COMPANY 7	1/23/95	415.12
MULROE	THOMAS	PARAMEDIC	AMBULANCE 45	5/17/93	135.00
OBRIEN	SUE	PARAMEDIC	AMBULANCE 10	1/07/95	277.20
ODONNELL	PAUL	PARAMEDIC	UNKNOWN	2/24/95	200.00
OHARA-EMMART	MARYKAY	PARAMEDIC	UNKNOWN	1/21/95	1054.39
OREILLY	MICHAEL	FIREFIGHTER	ENGINE COMPANY 61	11/23/94	1940.50
PADILLA	SONIA	FIREFIGHTER	UNKNOWN	7/26/94	100.00
PAGAN	FABIAN	FIREFIGHTER	ENGINE COMPANY 35	1/15/95	331.87
PALLISTER	KENNETH	FIREFIGHTER	TRUCK 47	6/29/94	1429.00
PANEK-KRAVITZ	CINDY	PARAMEDIC	UNKNOWN	1/10/95	137.10
PELAK	JOANNE	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	8/19/94	3965.00
PHALIN	DAVID	PARAMEDIC	UNKNOWN	1/20/95	564.25
PHALIN	PAUL	PARAMEDIC	AMBULANCE 42	4/04/94	25.36
PIERUCCINI	PETER	FIREFIGHTER	ENGINE COMPANY 78	1/13/95	1007.00
PIIRONEN	DAVID	PARAMEDIC	UNKNOWN	1/27/91	79.94
PRCACCIO	JOHN	FIREFIGHTER	ENGINE COMPANY 107	11/29/94	7349.20
PRINZ	JOHN	FIREFIGHTER	ENGINE COMPANY 80	12/01/94	1956.04
RICCARDO	GERALD	FIREFIGHTER	ENGINE COMPANY 81	1/07/95	301.25
ROBINSON	JOYCE	PARAMEDIC	AMBULANCE 15	6/08/94	1745.38
RODRIGUEZ	CYNTHIA	PARAMEDIC	AMBULANCE 37	1/01/95	86.40
RODRIGUEZ	VICTOR	FIREFIGHTER	TRUCK 33	3/23/94	378.00
SANTIAGO	JOSE A	LIEUTENANT	SQUAD 1	12/31/94	60.00
SAVAGE	HERBERT	FIREFIGHTER	ENGINE COMPANY 73	5/08/94	1707.00
SCANLON	MICHAEL	FIREFIGHTER	ENGINE COMPANY 49	1/27/95	311.01
SCATES	DENNIS	FIREFIGHTER	ENGINE COMPANY 68	1/25/95	278.05
SCHNATTERBECK	MARTIN	PARAMEDIC	AMBULANCE 23	4/15/94	77.00
SCHOENECKER	MICHAEL	LIEUTENANT	UNKNOWN	1/08/95	640.70
SCHULTZ	SUSAN	PARAMEDIC	AMBULANCE 33	12/24/94	90.00
SCHWEIG	THOMAS	FIREFIGHTER	SQUAD 2	3/18/93	110.00
SEBASTIAN	HARRY	FIREFIGHTER	TRUCK 35	5/23/94	4495.55

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/17/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SEEBAUER	THOMAS	PARAMEDIC	AMBULANCE 26	4/05/93	140.80
SEMERAU-MURBACH	SHERI	PARAMEDIC	AMBULANCE 35	12/31/94	750.97
SEXTON	PATRICK	FIREFIGHTER	ENGINE COMPANY 18	10/18/94	1191.20
SINOPOLI	ENZO	PARAMEDIC	AMBULANCE 13	1/06/95	1270.37
SOBCZAK	PAUL	PARAMEDIC	TRUCK 27	1/08/95	418.00
SOLIS	SANTIAGO	FIREFIGHTER	ENGINE COMPANY 26	6/22/94	4400.00
STACH	DONALD L	FIREFIGHTER	TRUCK 23	1/24/95	223.42
STEELE	TERENCE	FIREFIGHTER	ENGINE COMPANY 15	10/22/93	998.50
STEELE	TERENCE	FIREFIGHTER	ENGINE COMPANY 15	3/28/94	3804.56
STEINER	WILLIAM	PARAMEDIC	UNKNOWN	11/01/94	311.40
STEWART	JESSIE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	10704.40
STUBBS	EDWARD	FIREFIGHTER	ENGINE COMPANY 73	1/25/95	1754.00
TEUFEL	LINDA	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	11/20/94	516.00
THELEN	GEORGE	ENGINEER	ENGINE COMPANY 47	8/23/94	344.00
THIGPEN	CLIFTON	FIREFIGHTER	TRUCK 40	2/22/95	655.00
TORRISE	DANIEL	FIREFIGHTER	SQUAD 1	7/19/94	496.75
TRACY	DWAYNE	PARAMEDIC	UNKNOWN	1/02/95	469.00
TRIBBLE	JIMMIE	FIREFIGHTER	ENGINE COMPANY 75	8/30/94	167.60
TROTT	MICHAEL	FIREFIGHTER	ENGINE COMPANY 11	2/21/95	1732.00
VOLZ	RICK	ENGINEER	ENGINE COMPANY 118	1/31/95	1061.00
WAIBEL	PATRICK	FIREFIGHTER	ENGINE COMPANY 23	9/09/90	120.00
WALCHUK	VICTOR	FIREFIGHTER	SQUAD 2	12/02/94	461.00
WALEROWICZ	RONALD	PARAMEDIC	UNKNOWN	1/10/95	137.10
WALLER	EDWARD J	PARAMEDIC	AMBULANCE 5	1/16/95	362.96
WALSH	DAVID	FIREFIGHTER	UNKNOWN	1/05/95	273.00
WESTON	GARRET	PARAMEDIC	UNKNOWN	12/03/94	275.31
WHITE	THOMAS	PARAMEDIC	AMBULANCE 33	10/25/94	186.79
WILFERT	KENNETH	PARAMEDIC	UNKNOWN	12/23/89	232.00
WORKER	DARRELL	FIREFIGHTER	SQUAD 3	5/04/62	173.83
WOZNIAK	STANLEY	FIREFIGHTER	TRUCK 36	1/25/94	100.00
YOUNG	GARRY	FIREFIGHTER	ENGINE COMPANY 69	1/04/95	1935.82
ZACCAGNINI	GEORGE	LIEUTENANT	DISTRICT RELIEF 2	1/23/95	810.00
ZAKRZEWSKI	JAMES	FIREFIGHTER	TRUCK 10	1/15/95	341.00
ZIEN	JOEL	PARAMEDIC	AMBULANCE 20	8/20/87	165.35

(Continued from page 997)

; 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 the Fire Department herein named, provided such members of the Police Department and/or the 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 the Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or the Fire Department out of any sum that such member of the Police Department and/or the Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or the 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 1013 through 1016 of this Journal.]

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

The Committee on Finance submitted the following report:

(Continued on page 1017)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/17/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACOSTA	JUAN	POLICE OFFICER	THIRTEENTH DISTRICT	7/21/94	37.00
ALBERTI	PAUL J	POLICE OFFICER	SIXTEENTH DISTRICT	11/08/92	861.00
ALDRIDGE	JENNIFER	POLICE OFFICER	SEVENTH DISTRICT	1/29/95	1296.45
ALLEN	KEITH	POLICE OFFICER	ELEVENTH DISTRICT	2/04/95	97.20
ANDERSON-HELD	BABETTE S	POLICE OFFICER	NINETEENTH DISTRICT	8/11/94	80.00
BARILEAU	THOMAS J	POLICE OFFICER	SIXTEENTH DISTRICT	10/08/94	555.00
BIKULCIUS	EUGENE S	POLICE OFFICER	SEVENTH DISTRICT	12/20/94	2135.70
BILLINGSLEY	ARTHUR	POLICE OFFICER	FIFTEENTH DISTRICT	2/23/95	62.16
BOLEN	JAMES B	POLICE OFFICER	SEVENTH DISTRICT	4/10/94	90.00
BONADURER	RONALD	POLICE OFFICER	FIFTH DISTRICT	4/16/94	335.00
BOND	WENDY M	POLICE OFFICER	FOURTH DISTRICT	10/15/94	857.00
BRENNAN	MICHAEL T	POLICE OFFICER	FIRST DISTRICT	7/28/90	641.95
BRIGHT	MARCEL	POLICE OFFICER	FIFTH DISTRICT	2/23/95	378.00
BROWN	OSCAR	POLICE OFFICER	ELEVENTH DISTRICT	11/05/94	265.20
BUSLIK	MARC	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/20/94	34.00
BUTLER	JOHN W	POLICE OFFICER	RECRUIT TRAINING	11/21/94	180.00
CARGIE	ROBERT F	POLICE OFFICER	TENTH DISTRICT	3/24/94	125.00
CASEY	LAWRENCE J	POLICE OFFICER	SEVENTEENTH DISTRICT	2/14/95	379.20
CAVIN	DARYL	POLICE OFFICER	FOURTH DISTRICT	11/21/94	1066.70
CLARK	TERRENCE J	POLICE OFFICER	TWELFTH DISTRICT	12/17/92	414.00
COREY	LAWRENCE	POLICE OFFICER	YOUTH DIVISION AREA ONE	11/07/94	468.85
COTTER	THOMAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/20/94	32.00
CRIVOKAPICH	DONALD	POLICE OFFICER	FIFTH DISTRICT	9/13/94	215793.12
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	2431.58
CRUZ	JIMMY	POLICE OFFICER	TWENTIETH DISTRICT	8/27/94	1640.50
CUARESMA	GAVINO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/15/94	630.00
DACE	VERONICA	POLICE OFFICER	FIFTH DISTRICT	9/28/93	1997.00
DARSCH	DARRYL	POLICE OFFICER	TENTH DISTRICT	8/21/94	70.00
DAVIS	PAMELA J	POLICE OFFICER	NINTH DISTRICT	2/01/95	310.00
DAWSON	JON V	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	11/01/94	1913.00
DERAEDT	CRAIG A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/12/94	3345.00
DIGIACOMO	JOSEPH	POLICE OFFICER	NARCOTICS SECTION	2/16/95	58.00
DIX III	LAWRENCE	POLICE OFFICER	THIRD DISTRICT	1/18/95	1019.13
DOHERTY	JOHN R	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/08/95	920.00
DOLAN	JAMES M	POLICE OFFICER	EIGHTEENTH DISTRICT	1/28/95	305.00
DZIWULSKI	MEL	POLICE OFFICER	RECRUIT TRAINING	12/15/94	1450.00
ESCOBAR	BENJAMIN S	POLICE OFFICER	SEVENTEENTH DISTRICT	8/03/94	727.07
ESTRADA	LUIS	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	10/23/94	245.00
FILICE	DARYL	POLICE OFFICER	NINTH DISTRICT	12/13/94	19284.03
FLORES	SERGIO	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	9/08/94	486.00
FOLEY	EDWARD	POLICE OFFICER	EIGHTH DISTRICT	12/03/94	72.00
FONTANETTA	CAROL A	POLICE OFFICER	NINETEENTH DISTRICT	1/27/95	197.77
FRANZO	THOMAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/06/94	674.77
FUJARA	ROBERT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/27/94	1219.55
GANISON	WILLIE G	POLICE OFFICER	SEVENTH DISTRICT	8/24/90	810.00
GARCIA	JULIETA	POLICE OFFICER	TWELFTH DISTRICT	1/14/95	1539.50
GAWLICKI	LISA M	POLICE OFFICER	ELEVENTH DISTRICT	12/11/94	1230.20
GERARD	WESLEY	POLICE OFFICER	SIXTH DISTRICT	1/29/94	120.00
GERMAN	EARL D	POLICE OFFICER	FIFTH DISTRICT	12/07/94	329.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/17/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GIAMBALVO	ROSEMARIE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/07/92	105.00
GIZOWSKI	EUGENE M	POLICE OFFICER	EIGHTH DISTRICT	11/30/94	648.50
GOMEZ	ROSEANN	POLICE OFFICER	TWELFTH DISTRICT	7/02/94	70.00
GONZALEZ	RICHARD	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/95	428.00
GONZALEZ	ROBERTO	POLICE OFFICER	TENTH DISTRICT	10/16/94	9496.33
GUERRERO	PHILIP H	POLICE OFFICER	TENTH DISTRICT	12/30/94	2154.40
HAAG	LARRY	POLICE OFFICER	TWENTIETH DISTRICT	12/10/94	1436.12
HALL	JEANETTE M	POLICE OFFICER	FIRST DISTRICT	8/06/94	130.00
HAYES	JACK R	POLICE OFFICER	RECRUIT TRAINING	12/11/94	90.00
HEISE	LAWRENCE W	POLICE OFFICER	NARCOTICS SECTION	10/17/94	351.00
HENSON	RODNEY D	POLICE OFFICER	FOURTH DISTRICT	12/02/94	787.00
HERNANDEZ-PABON	ELBA	POLICE OFFICER	ELEVENTH DISTRICT	7/17/94	341.00
HICKEY	TIMOTHY	POLICE OFFICER	SIXTEENTH DISTRICT	7/09/93	378.85
HOLEC	JOHN J	POLICE OFFICER	SEVENTEENTH DISTRICT	3/04/92	150.00
HOWELL	RONALD	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	11/01/94	3310.00
HREBENAK	MILAN	POLICE OFFICER	THIRTEENTH DISTRICT	12/14/94	2423.50
HUSAR	RALPH	POLICE OFFICER	SEVENTEENTH DISTRICT	1/17/95	1703.12
JACKSON	DEITRA L	POLICE OFFICER	THIRD DISTRICT	2/01/95	512.00
JACKSON	PRENTISS E	POLICE OFFICER	TENTH DISTRICT	1/13/95	2605.30
JAKS	BARBARA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/26/94	95.00
JENKINS	ROGER	POLICE OFFICER	NINTH DISTRICT	12/07/93	119.00
JETEL	MICHAEL	POLICE OFFICER	NINTH DISTRICT	1/06/95	222.00
JOHNSON	LARRY	POLICE OFFICER	SEVENTH DISTRICT	8/29/94	8224.70
JORDAN	CLARENCE E	POLICE OFFICER	ELEVENTH DISTRICT	4/21/94	117.00
JOYNER	RUTH	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/05/86	115.00
JUAREZ	JUAN N	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/09/94	1293.00
KAWABATA	JERRY H	POLICE OFFICER	NINETEENTH DISTRICT	12/23/94	1522.00
KENNEALY	JAMES T	POLICE OFFICER	DETAIL UNIT	7/12/94	513.00
KIEDUK	GARY M	POLICE OFFICER	EIGHTEENTH DISTRICT	6/03/94	2235.00
KOLOVITZ	RICHARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	80.00
KOSZ	EDMUND	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/15/94	4573.50
KRUGER	IRENE H	POLICE OFFICER	FIFTEENTH DISTRICT	2/09/92	120.00
KUDLINSKI	JEROME J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/12/94	4292.50
KWASINSKI	THOMAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/30/91	784.25
LEGITTINO	THOMAS E	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/08/94	27.00
LOAIZA	LUIS A	POLICE OFFICER	TENTH DISTRICT	12/09/94	171.00
LOHMAN	ROBERT J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/12/94	389.00
MANNING	MARVIN	POLICE OFFICER	INTERSECTION CONTROL UNIT	6/01/92	26255.34
MARAFFINO	JOSEPH M	POLICE OFFICER	SIXTEENTH DISTRICT	10/27/94	1073.17
MARSHALL	SYLVESTER	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/03/94	928.00
MARTIN	GWENDOLYN	POLICE OFFICER	SEVENTH DISTRICT	2/07/95	437.88
MARTINI	NANCY J	POLICE OFFICER	ELEVENTH DISTRICT	4/07/93	839.00
MASLANKA	ANTHONY M	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	10/06/82	575.00
MATKOWSKYJ	WALTER	POLICE OFFICER	SEVENTEENTH DISTRICT	12/11/94	2425.80
MATTHEWS	RONALD	POLICE OFFICER	NINETEENTH DISTRICT	2/15/95	797.25
MCCANN	DEATRA	POLICE OFFICER	THIRD DISTRICT	1/03/93	858.00
MCCARTHY	MARGUERITE M	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/10/92	233.28
MCCORKLE	CHARLES A	POLICE OFFICER	EIGHTEENTH DISTRICT	2/04/93	12266.15
MCSWAIN	JAMES	POLICE OFFICER	SEVENTH DISTRICT	10/19/94	628.20

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/17/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MEDICI	SALVATORE L	POLICE OFFICER	SIXTH DISTRICT	1/29/94	25.00
MELCHIORI	PATRICK	POLICE OFFICER	TWENTIETH DISTRICT	1/29/94	670.00
MILLER	IRVING L	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	10/23/94	777.05
MILLER	KIMBERLY	POLICE OFFICER	TENTH DISTRICT	6/08/93	1625.00
MITZNER	ROBERT P	POLICE OFFICER	EIGHTEENTH DISTRICT	12/22/93	1066.00
MURPHY	GERARD	POLICE OFFICER	ELEVENTH DISTRICT	2/10/95	305.39
MURRAY	JOHN M	POLICE OFFICER	SIXTEENTH DISTRICT	10/27/94	4736.60
NEWELL	GEORGE	POLICE OFFICER	FOURTH DISTRICT	12/02/94	1618.75
ODONNELL	JOHN	POLICE OFFICER	RECRUIT TRAINING	9/26/94	90.00
OLSON	ROBERT R	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/17/94	621.00
OZNOFF	ROBERT P	POLICE OFFICER	TWENTIETH DISTRICT	12/10/94	1620.62
PALENIK	ROBERT J	POLICE OFFICER	NINTH DISTRICT	12/11/94	651.50
PARELLO	DENNIS J	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	2/28/95	540.00
PARKER	THEODORE R	POLICE OFFICER	MARINE UNIT	4/29/93	157.00
PELLEGRINI	JOHN	POLICE OFFICER	PARKING ENFORCEMENT UNIT	12/14/94	662.75
PEOPLES-MILLER	TANYA	POLICE OFFICER	THIRD DISTRICT	3/14/93	1043.00
PETTIS	CHRISTOPHER	POLICE OFFICER	THIRD DISTRICT	1/18/95	392.00
PIKULA	DAVID A	POLICE OFFICER	SEVENTH DISTRICT	6/03/94	971.64
PORADZISZ	DAVID J	POLICE OFFICER	TENTH DISTRICT	3/05/93	1944.00
POVOLO	JAMES R	POLICE OFFICER	SIXTEENTH DISTRICT	6/18/93	15944.39
PROSECKY	OTTO	POLICE OFFICER	TWELFTH DISTRICT	12/03/94	1427.50
QUILES	NILDA Z	POLICE OFFICER	THIRTEENTH DISTRICT	2/20/95	675.05
RAY	THOMAS L	POLICE OFFICER	FOURTH DISTRICT	1/17/95	211.00
REEVES	FAITH	POLICE OFFICER	SEVENTH DISTRICT	2/07/95	198.62
RELF	KENNETH A	POLICE OFFICER	FIFTEENTH DISTRICT	11/30/94	1417.00
RICHARDS	MAURICE	POLICE OFFICER	FOURTH DISTRICT	12/22/94	2346.39
RIOS	EDWARDO	POLICE OFFICER	SEVENTEENTH DISTRICT	11/20/94	110.00
RIVERA	FIDEL	POLICE OFFICER	TENTH DISTRICT	10/16/94	271.00
ROCHOWICZ	KEVIN	POLICE OFFICER	NINTH DISTRICT	12/13/94	588.50
RODRIGUEZ	ABNER	POLICE OFFICER	SIXTEENTH DISTRICT	12/22/94	1495.55
ROLLINS	TERRANCE K	POLICE OFFICER	SECOND DISTRICT	12/16/94	95.00
ROSADO	BENNY	POLICE OFFICER	THIRTEENTH DISTRICT	12/02/94	459.10
ROSALES	EDWARD	POLICE OFFICER	SIXTH DISTRICT	2/21/95	1800.00
ROTHGEB	HARLAN E	POLICE OFFICER	AUTO THEFT SECTION	2/01/94	141.00
RYAN	RICHARD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/24/94	227.00
SALUSTRO	SHARON E	POLICE OFFICER	NINETEENTH DISTRICT	8/11/94	803.00
SCRAMUZZO	CRAIG W	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/13/95	1458.75
SEHR	JOHN A	POLICE OFFICER	MARINE UNIT	4/29/93	388.00
SEIDLER	LAWRENCE	POLICE OFFICER	NINTH DISTRICT	1/06/95	644.00
SHINN	BARBARA L	POLICE OFFICER	THIRD DISTRICT	1/11/95	120.00
SHUMAN	BERNARD	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	8/27/94	225.00
SIWEK	SHARON	POLICE OFFICER	FIFTH DISTRICT	12/21/94	463.12
SOLIS	MARCELLA	POLICE OFFICER	FOURTEENTH DISTRICT	8/10/94	202.40
STANIEC	CHRISTINE M	POLICE OFFICER	YOUTH DIVISION AREA THREE	1/11/95	125.00
STEELE	STEVEN	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	11/05/94	1404.50
STEPHANY	RAYMOND	POLICE OFFICER	NINTH DISTRICT	5/28/93	2581.00
STIEBEN	RONALD	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/13/95	400.00
SZELAG	DIANNE L	POLICE OFFICER	NINETEENTH DISTRICT	8/24/94	803.06
THOMAS	WILLIE F JR.	POLICE OFFICER	THIRD DISTRICT	1/29/95	17694.30

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/17/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TIEDJE	EDWARD C	POLICE OFFICER	SEVENTEENTH DISTRICT	2/01/94	2062.00
TORRES	WANDA I	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/95	526.00
TRAFICANTI	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	1/28/95	773.53
VELLA	ROBERT	POLICE OFFICER	TENTH DISTRICT	1/01/95	235.50
VICK	KIMBERLY	POLICE OFFICER	ELEVENTH DISTRICT	10/26/94	3461.50
WHITMORE	ROY L	POLICE OFFICER	SIXTEENTH DISTRICT	1/03/95	190.00
WICHT	DARLENE	POLICE OFFICER	FIFTH DISTRICT	1/23/95	280.00
WIKTOREK	MARK C	POLICE OFFICER	FOURTEENTH DISTRICT	8/10/94	3313.47
WOOTEN	RICHARD A	POLICE OFFICER	SEVENTH DISTRICT	11/18/94	180.00
YOUNT	CHRISTINE M	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	12/06/94	3235.00
DWYER	JOHN	FIREFIGHTER	TRUCK 33	9/09/92	500.00
EARL	PHYLLIS	FIREFIGHTER	TRUCK 10	7/14/88	245.00
GARZA	ROBERT	FIREFIGHTER	TRUCK 11	1/25/95	1634.45
GUZICK	LAWRENCE	ENGINEER	ENGINE COMPANY 49	2/15/91	270.50
HUGHES	HARRY	FIREFIGHTER	TRUCK 20	9/19/93	91.80
KUKNYO	JAMES	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	1817.90

(Continued from page 1012)

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Council is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicle.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Steven Davis Apartment 9 344 West Dickens Avenue Chicago, Illinois 60614	8/1/93 Police auto pound	$3,900.00
Diana R. King and State Farm Insurance Company 16058 South Oak Park Avenue Tinley Park, Illinois 60477	8/3/91	336.00
Richard D. Hurt and Country Mutual Insurance Company Box 252 Oregon, Illinois 61061	12/6/92 North Lavergne Avenue and West Fullerton Avenue	620.00 50.00*

Damage To Property.

Department Of Public Works:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
William James O'Neil 3815 North Fremont Street Chicago, Illinois 60613	4/1/91 3921 North Sheridan Road	$1,345.00 155.00*

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Public Works:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Kristine Floornoy 3rd Floor 7746 South Cornell Avenue Chicago, Illinois 60649	3/22/93 East 77th Street and South Stony Island Avenue	$235.00

Damage To Vehicle.

Department Of Revenue/Bureau Of Parking Enforcement:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
990 North Lake Shore Drive Condominium Association Attention: Eve Diossy, Property Manager 990 North Lake Shore Drive Chicago, Illinois 60611	10/24/94 990 North Lake Shore Drive (garage)	$1,184.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Cynthia Brincat Apartment 3F 1256 West North Shore Avenue Chicago, Illinois 60626	2/12/93 West Loyola Avenue and West Granville Avenue	$74.30

Name And Address	Date And Location	Amount
Enterprise Leasing of Chicago 25 West Chicago Attention: Richard Dennis Oak Park, Illinois 60302	5/8/93 7058 South Western Avenue	$1,308.00
Margaret Kolnicki 4020 South Brighton Place Chicago, Illinois 60632	2/25/94 2625 West 40th Place	$821.00 50.00*
Lisa Lavin Apartment B2 3476 Salem Walk Northbrook, Illinois 60062	12/31/92 North Central Avenue and North Dowagiac Avenue	254.00 150.00*
Revan McDowell 5748 West Lake Street Chicago, Illinois 60644	4/11/94 823 West Chicago Avenue	250.00 200.00*
Swisstronics Corporation and Sentry Insurance Company Cl. 66A417266-655 P.O. Box 5000 Steens Point, Wisconsin 54481	10/26/94 7746 South Claremont Avenue	540.00

Damage To Property.

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

Name And Address	Date And Location	Amount
Ewen M. Akin, Jr. 8158 South Indiana Avenue Chicago, Illinois 60619	8/18/92 8158 South Indiana Avenue	$599.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Helen M. Dulek Unit 3W 4061 Charleston Road Chicago, Illinois 60443	9/27/94 South Michigan Avenue and East Jackson Drive	$32.60
Mary Mahoney Apartment 4401 200 North Dearborn Street Chicago, Illinois 60601	9/18/93 329 West Webster Avenue (alley)	93.25

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
Janice Abelman 4318 North Richmond Street Chicago, Illinois 60618	6/9/93 500 West Division Street	$ 30.00
Alice Austin and Allstate Insurance Company P.O. Box 1041 Skokie, Illinois 60076	4/22/93 South Kedzie Avenue and West Arthington Street	135.00
Mary Avant Apartment 710 2045 West Jackson Boulevard Chicago, Illinois 60612	6/7/93 2601 West Warren Boulevard	65.00
Dorothy Marie Briggs and Coronet Insurance Group Cl. 158777015 3500 West Peterson Avenue Chicago, Illinois 60659	5/2/93 West 63rd Street and South Wallace Street	802.00
Laura Burke 8409 South Karlov Avenue Chicago, Illinois 60652	2/22/95 3300 West 55th Street	629.67

Name And Address	Date And Location	Amount
Lisa Diane Carli 5150 South Western Avenue Chicago, Illinois 60632	5/3/93 2300 West 51st Street	$681.00
Lisa Marie Ivy 878 East 100th Place Chicago, Illinois 60628	1/20/95 East 77th and South Jeffrey Boulevard	116.65*
Riccardo Benvenuto Apartment 6A 3240 North Lake Shore Drive Chicago, Illinois 60657	2/23/94 Lower Level West Wacker Drive at North LaSalle Street	340.00*
Sandra Clark 1529 West Sherwin Avenue Chicago, Illinois 60626	10/12/93 7600 North Marshfield Avenue	85.00*
Mitchell Blackmon 1013 East 93rd Street Chicago, Illinois 60619	1/15/93 East 26th and South Dr. Martin Luther King, Jr. Drive	50.00*
Jacqueline M. Jackson Apartment 501 2851 South Dr. Martin Luther King, Jr. Drive Chicago, Illinois 60616	11/1/93 West Randolph Street and North Clinton Street (under bridge)	218.00*
Diane Davis 8343 South LaSalle Street Chicago, Illinois 60620	7/15/93 9035 South State Street	73.00*
Jill Colen Apartment 2 3224 North Racine Avenue Chicago, Illinois 60657	7/15/93 West Addison Street and North Kimball Avenue	73.00
Richard Cooper 5041 North Francisco Avenue Chicago, Illinois 60625	3/20/93 North Lincoln and North Ashland Avenues	113.00 70.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Yolanda Yoki Crump 1106 George Street Calumet City, Illinois 60409	4/9/93 430 West Randolph Street	$379.00
Toni Deckman 13031 South Houston Avenue Chicago, Illinois 60633	8/7/93 South Brainard Avenue and South Baltimore Avenue	101.00
Ronald Scott Deutsch 1611 Newgate Court Buffalo Grove, Illinois 60089	9/22/93 West Armitage Avenue and North Holly Avenue	250.00
Luz Maria Diaz 2738 West Thomas Street Chicago, Illinois 60622	9/25/93 2700 West Lawrence Avenue (on bridge)	100.00
Brian E. Du Four 6146 North Naples Avenue Chicago, Illinois 60631	11/26/93 West Bryn Mawr Avenue and North Avondale Avenue	156.00
John Nathan Eldridge 1108 Nofftz Street Champaign, Illinois 61821	3/21/93 South Ashland Avenue and West 67th Street	230.00
Elizabeth Eley Unit E 1310 South Federal Street Chicago, Illinois 60605	4/12/93 West 87th Street and South Holland Road	60.00
Adebola Tajodeen Fagbemi Apartment 207 810 West Lakeside Place Chicago, Illinois 60640	8/16/93 7340 South South Shore Drive	125.00
Marie Fleenor Apartment 18N 170 West Oak Street Chicago, Illinois 60618	7/24/93 West Foster Avenue and North Pulaski Road	260.00
Aretha Fouch 12100 South Normal Avenue Chicago, Illinois 60628	9/28/93 South Lake Shore Drive at East 31st Street exit	202.00

Name And Address	Date And Location	Amount
Paul C. Gearen 3001 North Kenmore Avenue Chicago, Illinois 60657	5/4/93 1700 West Fullerton Avenue	$ 180.00
William M. Guess 3636 North Lotus Avenue Chicago, Illinois 60641	10/16/93 West Armitage Avenue and North Elston Avenue	288.00
Deena Laray Harris 5138 South Kenwood Avenue Chicago, Illinois 60615	7/30/92 90th Street and South State Street	109.00 25.00*
Sidney J. Hess, Jr. and Kemper Insurance Company P. O. Box 1878 Arlington Heights, Illinois 60006	10/31/93 North Lake Shore Drive between East Elm Street and East Cedar Street	1,378.00
Lucyna Hochberg 6603 Minnehaha Lincolnwood, Illinois 60646	7/20/93 1850 North Ashland Avenue	165.00
Samina Hussain 6936 North Kenneth Lincolnwood, Illinois 60646	8/5/93 North Pulaski Road and West Foster Avenue	285.00
Lisa Michelle Kirkwood 1622 North St. Michaels Court Chicago, Illinois 60614	9/21/93 North Holly Avenue and West Armitage Avenue	113.00
Ronald Kuehn 1640 Willow Oak Court Wichita, Kansas 67230	7/22/93 640 West Fulton Street	355.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Timothy Leflore and State Farm Insurance Company Cl. 13-4591-685 1045 Des Plaines Avenue Forest Park, Illinois 60130	4/10/93 West Roosevelt Road and South Kostner Avenue	$360.00
Christine Lester 5151 North East River Road Chicago, Illinois 60656	10/1/93 West Foster Avenue and North Olcott Avenue	85.00
Krista M. Lindberg Unit 1A 4728 North Hazel Street Chicago, Illinois 60613	7/23/93 2423 North Lincoln Avenue	418.00
Bernard Ma 4916 North Lawndale Avenue Chicago, Illinois 60625	11/23/93 4916 North Lawndale Avenue	77.50
Pamela Magda and State Farm Insurance Company Cl. 13-5543-38801 5680 South Archer Avenue Chicago, Illinois 60638	8/6/93 South Western Avenue and South Archer Avenue	386.00
Robert P. McDonough 2638 Illinois Road Northbrook, Illinois 60062	4/22/93 West Ontario Street and North Dearborn Street	25.00 100.00*
Justina McNeal Unit 6K 3420 North Lake Shore Drive Chicago, Illinois 60657	3/22/93 North Sheffield Avenue	297.00
Robert Meltzer 427 North Kenilworth Avenue Oak Park, Illinois 60302	9/19/93 1700 West Armitage Avenue	80.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Valerie Miles 1053 North Central Park Avenue Chicago, Illinois 60651	6/23/93 West Grand Avenue and North Cicero Avenue	$135.00
Ignas Miliauskas and State Farm Insurance Company Suite S 4220 West 95th Street Oak Lawn, Illinois 60453	5/4/93 4800 South California Avenue	150.00
Deanna Molina 2229 West Oakdale Avenue Chicago, Illinois 60618	9/14/93 4002 North Western Avenue	147.00 25.00*
Leroy Newman 828 East 101st Street Chicago, Illinois 60628	9/26/93 East 95th Street and South Stony Island Avenue	160.00
Terri DeJesus Ortiz 1126 North Hamlin Avenue Chicago, Illinois 60651	5/13/93 4400 West Chicago Avenue	677.00
Bruno Perillo 5910 West Cornelia Avenue Chicago, Illinois 60634	7/29/93 3500 North Springfield Avenue	178.00 25.00*
Mark Gene Raulston P.O. Box 408276 Chicago, Illinois 60640	3/24/94 East Congress Parkway and South Wabash Avenue	34.80 25.00*
Charles Rocek P.O. Box 226 Calumet City, Illinois 60409	9/27/93 3000 South Lake Shore Drive	60.00 5.00*
Victor Rosa 4932 West St. Paul Avenue Chicago, Illinois 60639	9/2/93 4800 West North Avenue	360.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Anthony R. Smith 225 North Long Avenue Chicago, Illinois 60644	4/12/93 West Corcoran Place and North Parkside Avenue	$680.00 70.00*
Yolanda E. Smith 1 South 281 Holyoke Lane Villa Park, Illinois 60181	7/22/93 3300 South Michigan Avenue	251.00
Laurence T. Stein Unit 202 1540 North LaSalle Street Chicago, Illinois 60610	8/9/93 1700 North LaSalle Street	590.00 205.00*
Helen Tucker 1704 North Mayfield Avenue Chicago, Illinois 60639	2/28/93 5900 West Wabansia Avenue	55.00 40.00*
John A. Valentino 15607 South Lorel Oak Forest, Illinois 60452	7/3/93 2200 West 51st Street	235.00
Librada Vasquez 5025 South Artesian Avenue Chicago, Illinois 60632	6/15/93 1500 West Monroe Street	154.05
Cynthia Wade P.O. Box 2197 Chicago, Illinois 60690	4/17/93 North Damen Avenue and West Diversey Parkway	5.00 65.00*
Jeffrey Wellek 2609-A North Greenview Avenue Chicago, Illinois 60614	7/11/93 West Kinzie Street and North Orleans Street	107.00
Kevin Williams 537 Forest Avenue Evanston, Illinois 60202	5/20/93 West Fulton Street and North Desplaines Street	76.00 9.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Vera Williams 10966 South Beverly Avenue Chicago, Illinois 60643	7/6/93 600 West 69th Street	$180.00 50.00*

Damage To Vehicle.

Department Of Transportation/Bureau Of Bridges: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Francis C. G. Hoskin and AMICA Mutual Insurance Company Suite 200 2443 Warrenville Road Lisle, Illinois 60532	2/20/91 Lower Wacker Drive	$849.00

Damage To Property.

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

Name And Address	Date And Location	Amount
Mary Rose Majewski 3055 North Gresham Avenue Chicago, Illinois 60618	1/24/94 3055 North Gresham Avenue	$1,510.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Lenora Agee Apartment 1407 3939 South Lake Park Avenue Chicago, Illinois 60653	3/15/93 4600 South Halsted Street	$ 264.00 325.00*
Serge J. Bell 509 Mallard Lane Deerfield, Illinois 60015	9/7/94 West Touhy Avenue and North Lehigh Avenue	240.78
Nicholas Harry Gamurames 7610 West Suffield Street Morton Grove, Illinois 60053	1/26/94 1930 West Foster Avenue	1,233.00 140.00*
Susan Eileen Glaviano 3910 Galena Avenue Arlington Heights, Illinois 60004	8/23/93 2959 North Oak Park Avenue	377.00
Rich Mokrzycki 271 Apollo Court Wood Dale, Illinois 60191	2/15/94 West Terra Cotta Place and North Clybourn Avenue	70.00
Rachel C. McGill 8523 South Winchester Avenue Chicago, Illinois 60620	10/9/93 10531 South Halsted Street	570.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Diane M. Smith 3243 West Hirsch Street Chicago, Illinois 60651	12/31/93 West Division Street and North Francisco Avenue	$ 70.00
Emily Caryl Underwood 5830 North Newark Avenue Chicago, Illinois 60631	4/29/94 5315 North Natoma Avenue	775.00 25.00*

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Catherine Elizabeth Brown Apartment 3-N 3164 North Orchard Street Chicago, Illinois 60657	5/31/91 West Briar Place and North Orchard Street	$ 304.00 140.00*
Kimberly Durband Apartment 2N 7412 North Western Avenue Chicago, Illinois 60645	1/11/93 1000 West Granville Avenue	850.00
Athanassios Kodogeorgiou 2722 West Wilcox Street Chicago, Illionis 60612	6/30/93 2722 West Wilcox Street	1,000.00

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* To City of Chicago, Bureau of Parking

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
Yvonne Davis 451 West 31st Street Chicago, Illinois 60616	12/9/92 3004 South Archer Avenue	$550.00

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
Wael Hassuna Aburida Apartment 5H 140 7th Avenue New York, New York 10011	6/28/93 During towing	$496.00 250.00*
Giovanny Alvarado 8233 West Walsh Lane River Grove, Illinois 60171	8/22/93 During towing	696.00 150.00*
Matthew Bollinger P.O. Box 5152 Glendale Heights, Illinois 60139	7/9/93 During towing	500.00 35.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Karen and Robert Burwell 769 Lakefield Drive Galloway, Ohio 43119	8/8/93 During towing	$ 382.00
Karen Cibert and State Farm Insurance Company Cl. 13-5527-972 16058 South Oak Park Avenue Tinley Park, Illinois 60477	5/27/93 During towing	528.00
Marivel Cintron 1632 North Francisco Avenue Chicago, Illinois 60647	11/21/93 During towing	1,560.00 75.00*
Cynthia H. Mahal-Van Brenk 1836 West Chase Avenue Chicago, Illinois 60626	9/25/93 During towing	739.00*
Chantree Kim Apartment 15 1849 North Milwaukee Avenue Chicago, Illinois 60647	6/30/93 During towing	245.00
Oscar W. Love 6354 South Fairfield Avenue Chicago, Illinois 60629	11/28/92 During towing and in auto pound	300.00
Colfax Corporation 2441 North Leavitt Street Chicago, Illinois 60647	5/3/93 4139 West Fullerton Avenue	190.00 10.00*
Alison Kay Cotton and American Manufacturers Mutual Insurance P.O. Box 1878 Arlington Heights, Illinois 60006	6/12/93 During towing	819.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Brian D. Dann 2nd Floor 4815 North Winchester Avenue Chicago, Illinois 60640	9/20/93 During towing	$ 158.00 55.00*
Dean Alexander Dedes 2715 West Logan Boulevard Chicago, Illinois 60647	9/21/93 During towing	429.00
Barbara L. Delichte R3T IE9 1420 Mars Drive Winnipeg, Manitoba Canada	8/13/92 During towing	659.00
Richard J. Ford 621 South Catherine Avenue LaGrange, Illinois 60525	8/22/93 During towing	1,500.00
Carey Gaynes 1532 Lilac Drive Crystal Lake, Illinois 60014	5/31/93 During towing	365.00
Weston Griffith, Jr. Apartment 2 3639 North Sheffield Avenue Chicago, Illinois 60613	8/21/93 During towing	50.00 1,450.00*
Judith Ann Gunn 124 Washington Street Elkhart Lake, Wisconsin 53020	8/6/93 During towing	73.50 25.00*
Richard Harding Apartment 204 4334 North Dayton Street Chicago, Illinois 60613	4/21/93 During relocation	674.00
Donald F. Harmon Apartment 2R 3102 North Southport Avenue Chicago, Illinois 60657	9/21/93 During towing	525.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Edward Hudson 6550 South Bell Avenue Chicago, Illinois 60636	8/15/93 Police auto pound	$260.00
Jeremy Iseghohi 5395 Stirring Court Marietta, Georgia 60034	7/16/93 During towing	243.00 25.00*
David Allen Jackson and American Ambassador Casualty Suite 300E Cl. 1108859 1501 East Woodfield Road Schamburg, Illinois 60173	5/23/93 During towing	595.00 225.00*
Robert Jafari 27 Royal Vale Drive Oak Brook, Illinois 60521	5/1/93 During towing	297.00
Beth Elise Joens 1037 South Lewis Avenue Lombard, Illinois 60148	7/9/93 During towing	286.00
Robert Reese Joesel 989 Yorkshire Crystal Lake, Illinois 60102	7/25/93 During towing	276.00 125.00*
Ricko C. Jones 9531 South Utica Evergreen Park, Illinois 60642	9/11/93 During towing	170.00
Tomasz Kaczmarski 4630 North Lawler Avenue Chicago, Illinois 60630	8/7/93 During towing	559.00
Gary Kapa 49 Oriole Lane Glendale Heights, Illinois 60139	8/19/93 During towing	525.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Pelagia Karvelas 1449 Rockway Avenue Lakewood, Ohio 44107	5/23/93 During towing	$ 495.00 25.00*
Kazimir Kramoc and Pekin Insurance Company Apartment 104 220 West Remington Boulevard P.O. Box 1399 Bolingbrook, Illinois 60440	6/19/93 During towing	700.00
Lisa Jean Lafeyer 12688 Ventura Boulevard Rockford, Illinois 61111	5/6/93 During towing	375.00
Alfred Landa and Commercial Union Assurance Cl. OW1-12283M 1805 High Point Drive Naperville, Illinois 60563	7/16/93 501 East Illinois Street	1,106.00 10.00*
Toby Langer 1527 North Sandburg Terrace Chicago, Illinois 60610	6/18/93 During towing	257.00
David R. Levis 2nd Floor 1519 West Nelson Street Chicago, Illinois 60657	6/19/93 During towing	507.00 25.00*
Jenny Lim 4301 Westview Drive Northbrook, Illinois 60062	7/3/93 During towing	719.00 10.00*
Anthony D. Litzsey 1st Rear 1815 West 59th Street Chicago, Illinois 60636	9/21/93 Police auto pound	680.00 220.00*

*To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Terry M. McCaughey, doing business as Thrifty Rental Car 332 West Johnson Street Madison, Wisconsin 53703	7/26/93 During towing	$ 534.00 25.00*
Mark T. Misch 520 156th Place Calumet City, Illinois 60409	8/19/93 During towing	1,166.00
Louis C. Montana, in care of Jeff Johnston Suite 2300 200 North LaSalle Street Chicago, Illinois 60601	8/21/93 During towing	185.00
Brenda Darnell Moore Apartment 3W 4503 North Greenview Avenue Chicago, Illinois 60640	1/13/93 7714 North Marshfield Avenue	1,070.00 400.00*
Lydia Inez Norwood 5400 North St. Louis Avenue Chicago, Illinois 60625	3/5/93 During towing	536.00
Dieter D. Osenberg 4544 North Wolcott Avenue Chicago, Illinois 60640	9/30/93 During towing	540.00 150.00*
Toni Parker 4217 Hale Lane Island Lake, Illinois 60042	11/30/92 During towing	140.00 60.00*
Gebru G. Rebhatu Apartment 1808S 4550 North Clarendon Avenue Chicago, Illinois 60640	9/15/93 During towing	380.00

*To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Brandyn Schoonover and Farmers Automobile Insurance Association 6434 North Second P. O. Box 2024 Loves Park, Illinois 61130	7/6/93 During towing	$583.00
Eric Siegel 231 South Smith Street Palatine, Illinois 60067	8/30/93 During towing	311.00
Cynthia A. Siliakus Apartment 1 2455 North Burling Street Chicago, Illinois 60614	8/1/93 During towing	730.00 5.00*
Deborah Simon Unit D 1471 South Indiana Avenue Chicago, Illinois 60605	4/3/95 During towing	250.00
Susan Sindlinger 4330 North Hermitage Avenue Chicago, Illinois 60613	8/17/93 During relocation	476.00
Phillip Swartz 2250 West Lawrence Avenue Chicago, Illinois 60625	9/21/93 During towing	687.00 15.00*
Harold Taylor 13925 School Street Riverdale, Illinois 60627	10/17/93 During towing	530.00 320.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
James Michael Thomas 16813 Shannon Court Tinley Park, Illinois 60477	10/12/93 During towing	$ 550.00
Robin Tilford 4905 Ulrich Road Louisville, Kentucky 40299	9/13/94 During towing	64.00
Judy Tucker 8623 South Prairie Avenue Chicago, Illinois 60619	6/5/93 During towing	198.00
Trycenia Upshaw Apartment 1C 6631 Tanglewood Drive Hammond, Indiana 46323	10/10/93 During towing	151.00
Adair Vallejo Apartment 19K 5855 North Sheridan Road Chicago, Illinois 60660	7/15/93 During towing	1,074.95 10.00*
Mark L. Verschuur 1 R 2740 North Racine Avenue Chicago, Illinois 60614	8/2/93 During towing	424.00
Angela Vrba Unit 16E 1550 North Lake Shore Drive Chicago, Illinois 60610	9/7/93 During towing	730.00
Carrie W. Welles 306 East Center Avenue Lake Bluff, Illinois 60044	10/18/93 During towing	159.37 5.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Robert A. Wolfe 7344 North Ridge Boulevard Chicago, Illinois 60645	6/29/93 4256 West Irving Park Road	$1,250.00
Heng Xu 2160 West Sunnyside Avenue Chicago, Illinois 60625	8/29/93 During towing	276.00 25.00*
Jeffrey and Sherry Zalay and Country Mutual Insurance Company Cl. 14-89037 Suite 515 2280 Hicks Road Rolling Meadows, Illinois 60008	4 /16/93 During towing	1,000.00 50.00*

Personal Damage.

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

Name And Address	Date And Location	Amount
Daisy B. Johnson 3138 West Arthington Street Chicago, Illinois 60612	8/19/92 3138 West Arthington Street	$320.00

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* To City of Chicago, Bureau of Parking

Damage To Property.

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

Name And Address	Date And Location	Amount
Hermina Drwal and State Farm Insurance Company Cl. 13-L06513-7 Suite 200 580 Waters Edge Lombard, Illinois 60148	5/5/93 2924 North Wisner Avenue	$502.00

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
Louis Hildebrandt and State Farm Insurance Company Cl. 13-3139-144N1 160 Industrial Drive Elmhurst, Illinois 60126	6/9/93 3868 North Ottawa Avenue	$800.00

Personal Damage.

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

Name And Address	Date And Location	Amount
George and Koulodouros Annov and Scottsdale Insurance Company P.O. Box 4120 Scottsdale, Arizona 85261	6/12/93 13301 South Baltimore Avenue	$1,500.00

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
Agnes Davis and SAFECO Insurance Company Cl. 24A-93159-1310 500 South Racine Avenue Chicago, Illinois 60607	6/8/93 2014 West 52nd Street	$970.00
Delvano Dorsey 5450 West Cortez Street Chicago, Illinois 60651	3/11/94 5450 West Cortez Street	26.07
Wum-Hsiung Lu 926 North Humphrey Avenue Oak Park, Illinois 60302	8/26/93 923 South Carpenter Street	446.00
Grace Lunn 11114 South Drake Avenue Chicago, Illinois 60655	9/29/93 11114 South Drake Avenue (alley)	1,500.00

Name And Address	Date And Location	Amount
Cora Lynne Maglaya, in care of Dr. Adolpho Maglaya Suite N579 326 West 64th Street Chicago, Illinois 60621	8/26/93 923 South Carpenter Street	$303.00 20.00*
Alejandro Menchaca and State Farm General Insurance Company Unit 200 580 Waters Edge Lombard, Illinois 60148	6/9/93 2912 South Bonfield Street	70.00 230.00*
Adele R. Peterson 245 East 136th Place Chicago, Illinois 60627	9/1/93 245 East 136th Place	175.00
Runetta Vaughn 62 West 72nd Street Chicago, Illinois 60621	10/19/93 62 West 72nd Street (alley)	250.00

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
Oree B. Archer 700 East 193rd Place Glenwood, Illinois 60425	11/5/93 1940 East 77th Street	$ 812.00 85.00*

*To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
John C. Breeden 410 East 96th Avenue Merrillville, Indiana 46410	3/9/94 Interstate 55 and South Damen Avenue	$2,200.00
Salvatore Divita 3222 North Plainfield Street Chicago, Illinois 60634	7/18/93 8300 West School Street (alley)	656.00
Ford Fallon 11400 South Pulaski Road Chicago, Illinois 60655	8/16/93 410 East 103rd	884.99
Irvin Fortenberry 925 East 100th Street Chicago, Illinois 60628	10/2/92 East 106th and South Torrence Avenue	590.00
Eric Allen Gatewood 8146 South Talman Avenue Chicago, Illinois 60652	11/17/93 1000 West 63rd Street	160.00 100.00*
Adam Ghickman 626 Westmere Road Des Plaines, Illinois 60016	3/19/92 4821 South Ashland Avenue	216.00 100.00*
Phillip Gordon 129 North Austin Boulevard Chicago, Illinois 60644	3/13/93 129 North Austin Boulevard	1,283.00
John Palomo 5141 South Sawyer Avenue Chicago, Illinois 60632	7/1/93 West 63rd Street and South Cicero Avenue	650.00

*To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Ernestine Porter and American Ambassador Casualty Company Suite 300E 1501 East Woodfield Road Schaumburg, Illinois 60173	7/13/93 1210 West 43rd Street	$ 334.00 250.00*
Praxedis Sandoval 1002 West 20th Place Chicago, Illinois 60608	10/7/93 East 35th Street west of South Michigan Avenue	790.00 610.00*
Robert J. Simpson 7154 South Green Street Chicago, Illinois 60621	9/21/93 7400 South Ashland Avenue	95.00 140.00*

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
Rosa Linda Barrientez 1133 North 13th Street Lafayette, Indiana 47904	5/22/92 Police auto pound	$ 795.00
Mary Jo Evans 6501 Kentucky View Drive Cincinnati, Ohio 45230	6/10/93 Police auto pound	680.80
Salvador Leon 3133 North Hoyne Avenue Chicago, Illinois 60618	10/9/93 Auto Pound Number 6	1,092.00

*To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Heriberto Lopez 3514 North Linder Avenue Chicago, Illinois 60641	11/6/93 Police auto pound	$422.00 420.00*

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant, on account of underground leaks:

Name And Address	Date And Location	Amount
Harold E. Anderson 4712 South Indiana Avenue Chicago, Illinois 60615	3/11/92 to 12/20/93 4712 -- 4720 South Indiana Avenue	$400.00
Gavin Campbell 2156 West Pierce Avenue Chicago, Illinois 60622	5/12/93 to 7/5/93 2156 West Pierce Avenue	400.00
Zenon Meizis 4344 South Washtenaw Avenue Chicago, Illinois 60632	10/29/92 to 1/8/93 4344 South Washtenaw Avenue	300.00
Young W. Ridley 4915 West Jackson Boulevard Chicago, Illinois 60644	5/9/94 to 7/8/94 2927 West Adams Street	400.00
Guadalupe Rodriguez 2013 South Allport Street Chicago, Illinois 60608	3/29/93 to 6/1/93 2013 South Allport Street	375.00
Eurah White 1043 North Leclaire Avenue Chicago, Illinois 60651	2/10/92 to 10/5/92 1043 North Leclaire Avenue	400.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Walter Wozniak 1837 West Dickens Avenue Chicago, Illinois 60614	6/10/92 to 12/13/93 1837 West Dickens Avenue	$230.00
Ai Yin Xie 3825 South California Avenue Chicago, Illinois 60632	8/3/94 to 9/16/94 3825 South California 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
Doris Coleman 8334 South Langley Avenue Chicago, Illinois 60619	4/12/94 to 6/28/94 6411 South Vernon Avenue	$174.00
Mark Edward Zahorik P.O. Box 2472 Chicago, Illinois 60690	4/26/94 to 7/7/94 1429 North Mohawk Street	400.00
Genevieve Zmuda 2957 South Loomis Street Chicago, Illinois 60608	3/19/92 to 4/19/92 2957 South Loomis Street	290.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 1048 through 1049 of this Journal.]

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/17/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR ******************	
ADDISON MANOR CONDOMINIUM ASSN	21	ANNUAL 93	1,575.00	WILLIAM JP BANKS	36
BANBURY HILL CONDO ASSOC	43	ANNUAL 93	2,976.00	BRIAN G. DOHERTY	41
BELL AND ARTHUR CONDO. ASSN.	15	ANNUAL 93	888.00	BERNARD L. STONE	50
BELLE PLAINE LOFTS CONDOMINIUM	7	ANNUAL 93	525.00	RICHARD F. MELL	33
BELLMORE APTS. NORTH, INC.	18	ANNUAL 93	1,350.00	BERNARD L. STONE	50
BIRCH TREE MANOR CONDO #4	18	ANNUAL 93	1,350.00	BRIAN G. DOHERTY	41
BIRCHWOOD CONDOMINIUM ASSN.	19	ANNUAL 93	1,425.00	JOE MOORE	49
BRETON COURT BIPLEX OWNERS	32	SEMI-ANNUAL 93	1,008.00	MICHAEL A. WOJCIK	30
BRETON PLACE CONDOMINIUM ASSN.	8	ANNUAL 93	600.00	CHARLES BERNARDINI	43
BUENA VISTA CONDOMIMIUM	13	ANNUAL 93	975.00	HELEN SHILLER	46
BYRON GREYSTONE CONDO. ASSN.	12	ANNUAL 93	900.00	HELEN SHILLER	46
CAMDEN PASSAGE CONDO. ASSN.	19	ANNUAL 93	1,425.00	CHARLES BERNARDINI	43
CAPE HAYES CONDOMINIUM ASSN.	12	ANNUAL 93	900.00	JOE MOORE	49
COLUMBIA ESTATES CONDOMINIUM	19	ANNUAL 93	1,425.00	JOE MOORE	49
COPPER BEECHES CONDOMINIUM	8	ANNUAL 93	600.00	JOE MOORE	49
DICKENS HUDSON CONDO ASSN.	12	ANNUAL 93	900.00	CHARLES BERNARDINI	43
EAST POINT CONDOMINIUM	161	ANNUAL 93	10,673.72	MARY ANN SMITH	48
EASTWOOD MANOR CONDO. ASSN.	7	ANNUAL 93	525.00	THOMAS ALLEN	38
EL LAGO CONDOMINIUM ASSOC.	269	ANNUAL 93	5,400.00	MARY ANN SMITH	48
FACTORY CONDOMINIUM ASSN.	11	ANNUAL 93	825.00	CHARLES BERNARDINI	43
FARWELL BEACH CONDO ASSOC.	31	ANNUAL 93	2,160.30	JOE MOORE	49
FOREST TOWERS CONDOMINIUM #1	39	ANNUAL 93	2,925.00	BRIAN G. DOHERTY	41
FOSTER TERRACE CONDOMINIUM	11	ANNUAL 93	825.00	PATRICK J. LEVAR	45
GILL PARK COOPERATIVE	260	ANNUAL 93	13,938.00	HELEN SHILLER	46
GLENWOOD NORTH CONDO. ASSN.	6	ANNUAL 93	450.00	JOE MOORE	49
GORDON TERRANCE CONDO ASSOC.	21	ANNUAL 93	1,575.00	HELEN SHILLER	46
GRACE CONDOMINIUM ASSOCIATION	20	ANNUAL 93	1,500.00	HELEN SHILLER	46
GRANVILLE TOWERS CONDO. ASSOC.	154	ANNUAL 93	5,869.41	MARY ANN SMITH	48
HARBOR WEST CONDO ASSOC.	6	ANNUAL 93	450.00	BERNARD J. HANSEN	44
HEADLEY SCHOOL CONDO. ASSN.	12	ANNUAL 93	900.00	CHARLES BERNARDINI	43
INDIAN BOUNDARY COURT CONDO AS	24	ANNUAL 93	1,800.00	BERNARD L. STONE	50
INNISBROOK CONDO BLDG. #1	54	ANNUAL 93	2,680.00	BRIAN G. DOHERTY	41
KING'S COURT CONDO. ASSN.	26	ANNUAL 93	1,944.00	BERNARD J. HANSEN	44
LAKESIDE MANOR CONDO ASSN	8	ANNUAL 93	600.00	HELEN SHILLER	46
LONDON TOWNE HOUSES	801	SEMI-ANNUAL 93	30,037.50	LORRAINE L DIXON	08
LUNT COURT CONDOMINIUM ASSN.	45	ANNUAL 93	3,330.00	JOE MOORE	49
MONTROSE MANOR CONDOMINIUM	12	ANNUAL 93	900.00	HELEN SHILLER	46
MOZART TERRACE CONDO ASSOC	15	ANNUAL 93	1,125.00	BERNARD L. STONE	50
NORTH SHORE BEACH CONDO. ASSN.	19	ANNUAL 93	1,353.00	JOE MOORE	49
OAKDALE COURT CONDO. ASSN	31	ANNUAL 93	2,325.00	BERNARD J. HANSEN	44
ONE MAGNIFICENT MILE CONDO.		ADJUSTMENT 93	331.90	BURTON F. NATARUS	42
PEMBROKE-CAMBRIDGE ASSOCIATION	6	ANNUAL 93	450.00	BERNARD J. HANSEN	44
PRATT-ARTESIAN CONDO. ASSN.	39	ANNUAL 93	2,925.00	BERNARD L. STONE	50
PRATT-LAKE CONDOMINIUM ASSN.	6	ANNUAL 93	450.00	JOE MOORE	49
PRINCETON HOUSE CONDO. ASSN.	98	ANNUAL 93	4,824.00	MARY ANN SMITH	48

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/17/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
SAXONY COURT CONDOMINIUM	25	ANNUAL	93	1,761.00	EUGENE C. SCHULTER	47
SHEFFIELD MANOR CONDOMINIUM	6	ANNUAL	93	450.00	BERNARD J. HANSEN	44
SHERIDAN SHORES CONDOMINIUM	74	ANNUAL	93	3,312.50	MARY ANN SMITH	48
SHERWIN ON THE LAKE CONDO.	118	ANNUAL	93	4,801.00	JOE MOORE	49
SURREY COURT CONDOMINIUM ASSN.	22	ANNUAL	93	1,650.00	CHARLES BERNARDINI	43
TIPPANY SQUARE CONDO ASSOC.	6	ANNUAL	93	450.00	JOE MOORE	49
WINSTON TOWERS I ASSOCIATION	194	ANNUAL	93	10,962.67	BERNARD L. STONE	50
YESTERYEAR CONDOMINIUM ASSN.	30	ANNUAL	93	2,196.00	EUGENE C. SCHULTER	47
1000 CONDOMINIUM ASSOCIATION	138	ANNUAL	93	7,798.00	BURTON F. NATARUS	42
1236-40 W. FARWELL CONDOMINIUM	12	ANNUAL	93	900.00	JOE MOORE	49
1340 TOUHY CONDOMINIUM ASSOC.	27	ANNUAL	93	2,025.00	JOE MOORE	49
2900 BURLING CONDO. ASSN.	6	ANNUAL	93	450.00	BERNARD J. HANSEN	44
3018-20 NORTH SHERIDAN ROAD	9	ANNUAL	93	675.00	BERNARD J. HANSEN	44
3150 NORTH SHERIDAN ROAD CONDO	106	ANNUAL	93	6,012.00	BERNARD J. HANSEN	44
3180 CONDOMINIUM ASSOCIATION	174	ANNUAL	93	4,596.60	BERNARD J. HANSEN	44
320 OAKDALE CONDOMINIUM	56	ANNUAL	93	2,064.00	BERNARD J. HANSEN	44
3312 N. OAKLEY CONDOMINIUM	6	ANNUAL	93	450.00	TERRY M. GABINSKI	32
3800 N. LAKE SHORE DRIVE	95	ANNUAL	93	6,508.00	HELEN SHILLER	46
40-50 WEST SCHILLER STREET	19	ANNUAL	93	1,425.00	BURTON F. NATARUS	42
425 WELLINGTON CONDOMINIUM	5	ANNUAL	93	375.00	BERNARD J. HANSEN	44
434 W. BRIAR PLACE CONDO ASSN.	8	ANNUAL	93	600.00	BERNARD J. HANSEN	44
440 ALDINE CONDOMINUM ASSN.	6	ANNUAL	93	450.00	BERNARD J. HANSEN	44
500 BARRY CONDOMINIUM ASSN.	8	ANNUAL	93	600.00	BERNARD J. HANSEN	44
505 MELROSE CONDOMINIUM ASSN.	41	ANNUAL	93	2,349.00	BERNARD J. HANSEN	44
5235 WEST LELAND CONDOMINIUM	5	ANNUAL	93	375.00	PATRICK J. LEVAR	45
535 N. MICHIGAN AVE CONDO ASSO		ADJUSTMENT	93	1,890.00	BURTON F. NATARUS	42
539 STRATFORD CONDOMINIUM ASSN	43	ANNUAL	93	2,076.00	BERNARD J. HANSEN	44
554-556 ROSCOE CONDOMINIUM	6	ANNUAL	93	450.00	BERNARD J. HANSEN	44
59-63 E. CEDAR CONDOMINIUM	28	ANNUAL	93	1,256.30	BURTON F. NATARUS	42
6005-09 N. NEOLA CONDOMINIUM	9	ANNUAL	93	675.00	BRIAN G. DOHERTY	41
625-33 WEST BARRY CONDOMINIUM	30	ANNUAL	93	2,160.00	BERNARD J. HANSEN	44
651-653 WEST BUCKINGHAM CONDO.	6	ANNUAL	93	450.00	BERNARD J. HANSEN	44
655 W. BITTERSWEET CONDO. ASSN.	6	ANNUAL	93	450.00	HELEN SHILLER	46
656 BUCKINGHAM CONDOMINIUM	6	ANNUAL	93	450.00	BERNARD J. HANSEN	44
707 JUNIOR TERRACE CONDO. ASSN	15	ANNUAL	93	1,125.00	HELEN SHILLER	46
7400 SHERIDAN CONDO ASSOC.	11	ANNUAL	93	681.10	JOE MOORE	49
823-25 W. OAKDALE CONDOMINIUM	10	ANNUAL	93	750.00	BERNARD J. HANSEN	44
990 N. LAKE SHORE DR. HOMEOWN	145	SEMI-ANNUAL	92	4,070.00	BURTON F. NATARUS	42

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account No. 314-99-2005-9148-0938:

[List of claimants printed on pages 1052 through 1071 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on February 26, 1992 and on subsequent dates, sundry claims as follows:

Alessi, Jon Christopher

Alexander, David M.

Amari, Abas Naser

Arenkill's Loan Bank

Avilla, Esther

Bak, Joseph and State Farm Insurance Company

Bates, Dr. Alvin F. and Economy Fire and Casualty Company

(Continued on page 1072)

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
ABRAMS, BERTHA L.	13-12-220-036-0000	40 O'CONNOR	50.00
ABRAMS, SHIRLEY F.	17-03-101-029-1076	43 BERNARDINI	50.00
ABRAMSON, SELMA F.	17-03-108-016-1105	43 BERNARDINI	50.00
ADAMS, GERALDINE P.	9-36-419-108-1038	41 DOHERTY	50.00
ADAMS, JOHN	20-34-413-060-0000	06 STEELE	50.00
ADDIS, DAVID H.	17-10-200-068-1067	42 MATARUS	50.00
ADLER, MARJORY	17-10-400-012-1691	42 MATARUS	50.00
ALEXANDER, ALICE	14-05-211-023-1025	48 SMITH	50.00
ALEXANDER, LEONA	21-30-114-029-1095	05 HOLT	50.00
ALLEN, ERNEST	14-05-211-022-1037	48 SMITH	50.00
ALLEN, JUNE	17-03-222-018-0000	42 MATARUS	50.00
ALLESEE, RAOUL	17-03-101-029-1201	43 BERNARDINI	50.00
ALLINGTON, BERTHA	14-08-310-024-0000	46 SHILLER	50.00
ALTUS, ESTHER	14-28-207-004-1134	44 HANSEN	50.00
AMELIO, CARMELA	12-11-310-074-1003	41 DOHERTY	50.00
ANAGNOST, NICHOLAS	13-12-214-043-0000	40 O'CONNOR	50.00
ANDERSON, FLORENCE M.	13-06-110-052-1026	41 DOHERTY	50.00
ANDERSON, HARRY & MARGARET	13-06-110-054-1010	41 DOHERTY	50.00
ANSELL, THEODORE	14-06-118-030-0000	40 O'CONNOR	50.00
ARMSTRONG, JANET M.	17-03-207-061-1231	42 MATARUS	50.00
ARNOLD, JOSEPH	17-03-105-013-0000	43 BERNARDINI	50.00
AROK, FRED	14-06-218-014-1049	40 O'CONNOR	50.00
ARONSON, SYLVIA	14-05-203-011-1255	49 MOORE	50.00
ARREDONDO, GRACE	13-15-411-027-1023	30 WOJCIK	50.00
ASHER, HARRY H.	17-10-200-065-1222	42 MATARUS	50.00
ASHER, NORMAN	17-03-204-064-1121	42 MATARUS	50.00
ASHTON, JOHN B.	17-03-201-055-0000	42 MATARUS	50.00
AURAMOPOULAS, KOULA	12-11-119-020-1048	41 DOHERTY	50.00
BAILEY, LOLA	20-34-413-060-0000	06 STEELE	50.00
BAILEY, ROBERT L.	17-03-220-020-1358	42 MATARUS	50.00
BAILEY, THOMAS	11-32-109-011-0000	49 MOORE	50.00
BAKER, ANNA	20-34-413-060-0000	06 STEELE	50.00
BAKER, GERTRUDE	9-36-425-052-1008	41 DOHERTY	50.00
BALL, DONALD R.	10-36-206-025-0000	50 STONE	50.00
BALLENTINE, RELEATHA	20-34-413-024-0000	06 STEELE	50.00
BALLIS, HARRIETT	14-33-306-052-1002	43 BERNARDINI	50.00
BANACH, ANNE	13-15-410-033-1008	30 WOJCIK	50.00
BARBER, MARY	13-31-115-024-1023	36 BANKS	50.00
BARBORKA, WILLIAM V.	17-04-218-032-0000	42 MATARUS	50.00
BARRANCO, ANGELA	9-36-419-109-1019	41 DOHERTY	50.00
BARRY, MARGARET M.	10-31-409-062-1001	41 DOHERTY	50.00
BARTOJAY, FRANK P.	13-17-107-203-1006	38 ALLEN	50.00
BAUM, IRENE B.	17-03-103-028-1022	43 BERNARDINI	50.00
BECKER, BERNICE M.	17-03-204-063-1004	42 MATARUS	50.00
BEECHAM, ANNIE	14-08-203-015-1041	48 SMITH	50.00
BEHREND, MAY PIETZ	14-08-203-001-0000	48 SMITH	50.00
BELL, ELEANOR	10-31-208-046-1004	41 DOHERTY	50.00
BELL, ROBERT W	9-36-111-034-1003	41 DOHERTY	50.00
BENSON, RUTH	13-18-411-005-1040	38 ALLEN	50.00
BENTY, LEWIS	12-25-201-045-1006	36 BANKS	50.00
BERG, RAYMOND	13-12-210-047-0000	40 O'CONNOR	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BERGER, LOUISE	14-06-212-006-0000	40 O'CONNOR	50.00
BERGMAN, NORA D.	17-03-202-061-1105	42 NATARUS	50.00
BERKS, FAE	14-05-203-011-1087	49 MOORE	50.00
BERKSON, RUTH	17-03-103-028-1036	43 BERNARDINI	50.00
BERMAN, BENNETT	17-03-222-018-0000	42 NATARUS	50.00
BERMAN, REBECCA	14-05-407-017-1334	48 SMITH	50.00
BERNIK, JOSEPH	17-03-221-004-0000	42 NATARUS	50.00
BETZ, MARIE	14-05-215-015-1220	48 SMITH	50.00
BIELEWICZ, BERNICE M.	17-10-401-005-1060	42 NATARUS	50.00
BIFANO, NED D.	14-33-208-028-1294	43 BERNARDINI	50.00
BIRKHOLZ, LILLIAN V.	17-10-400-012-1919	42 NATARUS	50.00
BISHOP, EVELYN	14-06-213-014-0000	40 O'CONNOR	50.00
BLACK, WILLIE	20-34-413-060-0000	06 STEELE	50.00
BLACKBURN, HARRY	14-33-102-039-1014	43 BERNARDINI	50.00
BLITZ, CARMONT	14-28-322-015-0000	43 BERNARDINI	50.00
BLOCK, HELEN	17-10-400-012-1642	42 NATARUS	50.00
BLOCK, MAEDEAN	9-36-419-106-1018	41 DOHERTY	50.00
BLOCK, YETTA	14-05-203-011-1069	49 MOORE	50.00
BLOOM, MARCELINE	17-03-106-027-1034	42 NATARUS	50.00
BLUM, VERA	17-03-222-018-0000	42 NATARUS	50.00
BOGNER, MARIE T.	12-24-100-111-1041	36 BANKS	50.00
BOJARCZYK, LEOKADIA	13-20-125-044-1007	38 ALLEN	50.00
BOLLINGER, CONRAD H.	19-15-228-060-0000	13 OLIVO	50.00
BONCLER, ELEANOR V.	13-17-107-194-1032	38 ALLEN	50.00
BOND, ROBERT	11-32-109-011-0000	49 MOORE	50.00
BONKE, DORIS G.	14-06-214-017-0000	40 O'CONNOR	50.00
BORCHMANN, ELIZABETH	9-36-425-052-1007	41 DOHERTY	50.00
BRADLEY, CATHERINE	12-11-115-022-1015	41 DOHERTY	50.00
BRADSHAW, EDWYNNE C.	20-13-103-009-0000	05 HOLT	50.00
BRADY, HARRIET B.	17-03-226-065-1055	42 NATARUS	50.00
BRANDZEL, SOL & RUTH	14-28-206-005-1037	44 HANSEN	50.00
BRANSON, SAM	17-03-215-013-1158	42 NATARUS	50.00
BRAUDE, ABRAHAM S.	17-03-103-028-1182	43 BERNARDINI	50.00
BRAUDY, FLORENCE M.	17-03-204-064-1009	42 NATARUS	50.00
BRAUS, BEVERLY	14-05-203-012-1048	49 MOORE	50.00
BRAVERMAN, FANNIE	14-05-202-019-1019	49 MOORE	50.00
BRAWERMAN, ALEKSANDRA	14-06-213-013-1003	40 O'CONNOR	50.00
BRENNAN, ANN B.	13-19-200-037-1015	38 ALLEN	50.00
BRENNAN, RUTH A.	14-06-214-017-0000	40 O'CONNOR	50.00
BRIDGEFORTH, RAYMOND	20-34-413-060-0000	06 STEELE	50.00
BRINLAN, ANNA	19-15-228-082-0000	13 OLIVO	50.00
BROCH, HENRY	17-03-202-061-1004	42 NATARUS	50.00
BRODY, JOHN	19-08-424-135-1006	23 ZALEWSKI	50.00
BRODY, ROSE A.	17-10-200-065-1300	42 NATARUS	50.00
BRONGIEL, HELEN	19-09-310-069-1008	23 ZALEWSKI	50.00
BROWN CHILDS, JOSIE	20-24-419-018-1004	05 HOLT	50.00
BROWN, GLORIA	17-03-100-013-1019	43 BERNARDINI	50.00
BRUMFIELD, CARRIE	20-34-413-060-0000	06 STEELE	50.00
BRUNKE, ADELINE C.	9-36-112-029-1024	41 DOHERTY	50.00
BUCKMASTER-TAYLOR, LU	17-03-207-061-1189	42 NATARUS	50.00
BUDWIG, SAMUEL M.	17-10-200-068-1130	42 NATARUS	50.00

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SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BULLARD, MELVIN B.	14-08-203-001-0000	48 SMITH	50.00
BULLER, JUNE	14-33-423-048-1428	43 BERNARDINI	50.00
BURD, SIMMA	10-36-319-033-1006	50 STONE	50.00
BURGER, LOIS A.	14-33-208-028-1244	43 BERNARDINI	50.00
BURKE, MARGARET	17-03-222-018-0000	42 NATARUS	50.00
BURKE, ROSEMARY	12-12-202-087-1033	41 DOHERTY	50.00
BURNS, ANDREW	12-11-116-030-1029	41 DOHERTY	50.00
BUSH, CHARLEYNE	12-11-310-070-1003	41 DOHERTY	50.00
BUTKIEWICZ, DOLORES ANN	12-12-202-084-1021	41 DOHERTY	50.00
BUTLER, HATTIE	20-34-413-060-0000	06 STEELE	50.00
BUTLER, MARY ELLEN	17-10-401-005-1457	42 NATARUS	50.00
CALHOUN, KATHLEEN E.	17-09-410-014-1042	42 NATARUS	50.00
CALLAHAN, FRANCES	19-19-209-039-1004	23 ZALEWSKI	50.00
CAMPBELL, LORRAINE	13-31-118-034-1008	36 BANKS	50.00
CAMPBELL, SUZANNE	17-04-216-064-1399	42 NATARUS	50.00
CANNELL, LEO W.	13-12-120-028-0000	40 O'CONNOR	50.00
CANNON, HELEN	17-03-222-018-0000	42 NATARUS	50.00
CARPENTER, GISELLA	10-31-417-050-1024	41 DOHERTY	50.00
CARSON, VERONICA A.	17-03-226-065-1209	42 NATARUS	50.00
CASCELLA, JOSEPH	12-11-119-026-1004	41 DOHERTY	50.00
CEBULSKI, HELEN I.	14-05-202-019-1091	49 MOORE	50.00
CERNOK, LILLIAN M.	17-03-200-063-1003	42 NATARUS	50.00
CHAKIRIS, KENNETH	17-10-214-011-1442	42 NATARUS	50.00
CHARNATZ, LESTER	17-10-214-011-1370	42 NATARUS	50.00
CHIZEWER, ESTHER	17-03-114-003-1056	42 NATARUS	50.00
CHULOCK, ELAINE A.	17-10-400-012-1685	42 NATARUS	50.00
CICHON, LOUIS E.	17-03-112-033-1198	42 NATARUS	50.00
COANE, HILLARD	17-03-201-066-1061	42 NATARUS	50.00
COATES, ROSELLA	20-34-413-060-0000	06 STEELE	50.00
COBURN, AIDA	17-03-220-020-1031	42 NATARUS	50.00
COEN, THOMAS J.	17-03-215-013-1180	42 NATARUS	50.00
COGEN, CLARICE J.	17-03-101-028-1011	43 BERNARDINI	50.00
COHEN, HARRY	17-03-208-021-1021	42 NATARUS	50.00
COHEN, JULIA	14-06-212-006-0000	40 O'CONNOR	50.00
COHEN, LOUIS	17-10-400-012-1559	42 NATARUS	50.00
COHEN, SALLY	10-36-119-003-1116	50 STONE	50.00
COHEN, STANLEY	17-03-221-011-1042	42 NATARUS	50.00
COHEN, VIOLET H.	17-03-103-028-1051	43 BERNARDINI	50.00
COLBURN, LEWIS J.	17-03-202-065-1095	42 NATARUS	50.00
COLEMAN, SHERL K.	17-03-208-007-0000	42 NATARUS	50.00
COLLIAS, BETTY Z.	14-08-202-017-1012	48 SMITH	50.00
COLLINS, RUBY	20-34-413-060-0000	06 STEELE	50.00
CONGER, DOROTHY L.	17-03-226-065-1099	42 NATARUS	50.00
CONNELL, WILLIAM	17-04-207-096-1387	42 NATARUS	50.00
CONRAD, CHARLES	17-03-222-020-0000	42 NATARUS	50.00
CONSOVOY, FRANCES	17-03-222-015-0000	42 NATARUS	50.00
CONWAY, JOHN H.	17-03-222-018-0000	42 NATARUS	50.00
COOK, VIRGINIA L.	17-03-222-015-0000	42 NATARUS	50.00
COONEY, RITA	17-04-207-087-1225	42 NATARUS	50.00
COOPER, SARA T.	17-10-400-012-1513	42 NATARUS	50.00
COPELLO, CATHERINE	13-19-412-032-1004	38 ALLEN	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
CORONATO, HELEN	12-24-100-111-1023	36 BANKS	50.00
CORREA, MAGDA	14-06-219-013-0000	40 O'CONNOR	50.00
CUTTLE, ROBERT	17-03-201-067-1028	42 NATARUS	50.00
COWLIN, MARCIA L.	17-03-227-018-1029	42 NATARUS	50.00
CRAMER, BETTE W.	17-03-220-020-1271	42 NATARUS	50.00
CRESSELL, DOROTHY E.	12-11-115-022-1028	41 DOHERTY	50.00
CROCKER, DIANE W.	17-03-103-028-1008	43 BERNARDINI	50.00
CROFFETT, GEORGE	20-34-413-060-0000	06 STEELE	50.00
CROMELIN, KATHERINE	17-03-101-022-0000	43 BERNARDINI	50.00
CRONIN, HAZEL R.	17-03-222-018-0000	42 NATARUS	50.00
CROWELL, PATRICIA	17-03-106-027-1104	42 NATARUS	50.00
CUA, SANTIAGO	17-03-220-020-1462	42 NATARUS	50.00
CULVER, SYDNEY K.	17-03-208-021-1067	42 NATARUS	50.00
CUMMINGS, ANNE F.	17-03-201-063-0000	42 NATARUS	50.00
CUMMINGS, EDWARD M.	17-04-210-026-0000	42 NATARUS	50.00
CUMMINGS, F. NADINE	14-06-212-006-0000	40 O'CONNOR	50.00
CUNDIFF, RUSSELL G.	17-03-226-020-1261	42 NATARUS	50.00
CUNNEEN, MARY E.	14-05-122-009-0000	40 O'CONNOR	50.00
CUZELIS, EDWARD E.	17-03-200-063-1090	42 NATARUS	50.00
DANGLER, DAVID W.	17-04-218-032-0000	42 NATARUS	50.00
DARTIS, MARGARET	20-34-413-060-0000	06 STEELE	50.00
DAUGHERTY, LOUISE G.	17-10-400-012-1621	42 NATARUS	50.00
DAVIDSON, ANNE MARIE	14-28-322-015-0000	43 BERNARDINI	50.00
DAVIES, MARSHALL F.	14-28-318-064-1196	43 BERNARDINI	50.00
DAVIS, ABRAM D.	17-03-215-013-1485	42 NATARUS	50.00
DAVIS, ISOBEL	17-03-226-065-1023	42 NATARUS	50.00
DEER, ROSE	14-06-212-006-0000	40 O'CONNOR	50.00
DEL ROSARIO, TERESA	17-10-214-011-1240	42 NATARUS	50.00
DELCHICCA, LILLIAN	17-03-104-017-0000	42 NATARUS	50.00
DELEONARDIS, MARY L.	14-06-212-006-0000	40 O'CONNOR	50.00
DELIGHTER, ALBERT	17-03-226-065-1190	42 NATARUS	50.00
DEMETROS, GEORGE W.	13-07-336-029-1005	41 DOHERTY	50.00
DENNIS, WHEELER & PEGGY	17-03-208-021-0118	42 NATARUS	50.00
DEROOSE, ALBERT & GRACE	14-21-312-047-1010	44 HANSEN	50.00
DEVUONO, FRANCES K.	14-06-212-006-0000	40 O'CONNOR	50.00
DIACCI, ANTONIO	19-08-424-138-1001	23 ZALEWSKI	50.00
DIENHART, JOHN W.	17-10-401-005-1594	42 NATARUS	50.00
DIGUIDO, FLORENCE	14-06-219-013-0000	40 O'CONNOR	50.00
DIGULLA, DOROTHY A.	9-36-109-033-1003	41 DOHERTY	50.00
DILLON, WILLIAM A.	17-03-114-003-1064	42 NATARUS	50.00
DINA, ANTHONY	14-28-103-055-1026	44 HANSEN	50.00
DINWIDDLE, LOIS	20-34-413-060-0000	06 STEELE	50.00
DOMBROWSKI, JOHN W.	14-28-201-015-1143	44 HANSEN	50.00
DONAHUE, SIGRID A.	13-12-214-042-0000	40 O'CONNOR	50.00
DOUGLAS, EDNA	20-23-409-052-0000	05 HOLT	50.00
DOUGLAS, MARJORIE	17-03-227-022-1194	42 NATARUS	50.00
DOWLING, BARBARA BERNICE	19-19-214-025-1004	23 ZALEWSKI	50.00
DOYLE, EDWARD A.	12-14-101-053-1004	36 BANKS	50.00
DRASE, GEORGE	14-28-204-010-1110	44 HANSEN	50.00
DRECHNY, JOHN	13-20-125-044-1009	38 ALLEN	50.00
DREHER, LILLIAN M.	17-10-401-005-1266	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
DREYFUSS, ELSBETH	17-03-114-003-1021	42 NATARUS	50.00
DRUMGOOLE, CATHERINE	20-34-413-060-0000	06 STEELE	50.00
DUDECK, JUNE	14-28-318-077-1001	43 BERNARDINI	50.00
DUDEK, MARILYN M.	9-36-419-108-1031	41 DOHERTY	50.00
DUFFIN, JAMES B.	9-36-111-045-1017	41 DOHERTY	50.00
DUNNE, WILLIAM H. & NENA	17-10-400-012-1024	42 NATARUS	50.00
DWORIN, BERNARD	17-03-226-065-1162	42 NATARUS	50.00
DWYER, BARBARA B.	17-03-107-019-1086	43 BERNARDINI	50.00
DZIALO, FLORENCE L.	13-19-412-032-1011	38 ALLEN	50.00
DZIEDZIC, HELEN	19-08-424-138-1002	23 ZALEWSKI	50.00
EBELING, ESTHER R.	12-11-116-030-1004	41 DOHERTY	50.00
EBINGER, EDITH F.	17-03-108-016-1013	43 BERNARDINI	50.00
ECK, THERESA	14-08-310-024-0000	46 SHILLER	50.00
ECTOR, WILLIAM	20-34-413-060-0000	06 STEELE	50.00
EDELSTEIN, MARIAN L.	17-03-202-061-1060	42 NATARUS	50.00
EDLIS, STEFAN T.	17-03-220-020-1141	42 NATARUS	50.00
EDMOND, NAOMI	20-34-413-060-0000	06 STEELE	50.00
EDSON, EUGENE	17-03-226-065-1147	42 NATARUS	50.00
EGAN, EVELYN P.	17-03-103-028-1202	43 BERNARDINI	50.00
EGAN, MARY A.	13-19-200-037-1005	38 ALLEN	50.00
EGEL, PAUL M.	17-03-226-065-1182	42 NATARUS	50.00
EHRLICH, REED N.	17-03-200-066-1018	42 NATARUS	50.00
EHRLICH, SHIRLEY	17-03-202-063-1073	42 NATARUS	50.00
EINHORN, ESTER	13-12-213-018-0000	40 O'CONNOR	50.00
EISEN, DAVID G.	14-08-203-001-0000	48 SMITH	50.00
EISENBERG, KARL S.	17-03-214-017-1007	42 NATARUS	50.00
ELBAUM, ARON	10-36-117-015-1051	50 STONE	50.00
ELDREMKAMP, CARROLL D.	11-31-400-051-1042	50 STONE	50.00
ELLS, ROY R.	10-25-328-008-1059	50 STONE	50.00
ELMAN, MARSHALL A.	14-06-212-006-0000	40 O'CONNOR	50.00
EMERSON, NATHAN	10-36-119-003-1131	50 STONE	50.00
ENGEL, EUGENIA	9-36-112-027-1003	41 DOHERTY	50.00
EPSTEIN, FRIEDA	14-06-208-006-1007	50 STONE	50.00
EPSTEIN, GLADYS	11-31-302-061-0000	50 STONE	50.00
ERDE, FRANK	17-03-108-016-1094	43 BERNARDINI	50.00
ERDEVIG, ELEANOR	14-33-423-048-1098	43 BERNARDINI	50.00
ESKO, IRWIN W.	17-04-208-029-1032	42 NATARUS	50.00
EVANS, EARL A. JR.	17-03-201-063-0000	42 NATARUS	50.00
EVANS, JOHN V.	17-03-114-003-1101	42 NATARUS	50.00
EVANS, MAE	20-34-413-060-0000	06 STEELE	50.00
EVERHART, CLANTON	20-34-413-060-0000	06 STEELE	50.00
FACCHINI, ERNA I	13-08-430-080-1007	45 LEVAR	50.00
FACTOR, CLARA	10-36-119-003-1140	50 STONE	50.00
FALSTEIN, LAWRENCE I.	14-21-106-017-0000	46 SHILLER	50.00
FANARAS, HELEN	14-05-403-019-1113	48 SMITH	50.00
FANTL, NAT F.	17-03-114-003-1052	42 NATARUS	50.00
FARMER, JOSEPHINE	20-34-413-060-0000	06 STEELE	50.00
FAXON, ILEEN	14-06-120-005-1149	40 O'CONNOR	50.00
FAZIO, PETER	17-03-101-022-0000	43 BERNARDINI	50.00
FEDER, LOUIS	13-02-220-042-8002	50 STONE	50.00
FEINMAN, IRVING	17-03-114-003-1079	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
FEIT, HELEN	10-31-417-050-1018	41 DOHERTY	50.00
FELDMAN, EDITH H.	11-31-301-026-0000	50 STONE	50.00
FELDMAN, RUTH	10-36-117-015-1066	50 STONE	50.00
FELDMAN, STANLEY	17-10-214-011-1592	42 NATARUS	50.00
FELS, JEROME	17-03-215-013-1259	42 NATARUS	50.00
FENTON, SHIRLYN	14-05-211-021-1110	48 SMITH	50.00
FERGUSON, NADINE	17-04-424-051-1448	42 NATARUS	50.00
FEUERSTEIN, SEYMOUR	17-03-214-014-1011	42 NATARUS	50.00
FIELD, CYRNA	17-03-106-027-1070	43 BERNARDINI	50.00
FINCH, BYRDIE	14-06-213-014-0000	40 O'CONNOR	50.00
FINE, MAX	10-36-205-003-0000	50 STONE	50.00
FINGERHUT, PAULA P.	10-36-119-003-1187	50 STONE	50.00
FINK, JOHN P.	11-30-307-095-0000	50 STONE	50.00
FINKEL, NORMA	14-24-314-053-1060	44 HANSEN	50.00
FINNEGAN, CECILIA L.	9-36-112-029-1018	41 DOHERTY	50.00
FISCHER, GORDON R.	17-03-227-020-1022	42 NATARUS	50.00
FISCHER, MARIE M.	11-31-400-051-1018	50 STONE	50.00
FISHLOVE, ANN M.	14-05-211-021-1065	48 SMITH	50.00
FISHMAN, MAX	14-05-202-019-1081	49 MOORE	50.00
FITZGERALD, JEAN C.	10-36-206-025-0000	50 STONE	50.00
FLAVIN, JOHN M.	14-28-318-064-1350	43 BERNARDINI	50.00
FLIGMAN, BERENICE D.	17-03-226-065-1166	42 NATARUS	50.00
FLOOD, BLANCHE V.	9-36-112-029-1004	41 DOHERTY	50.00
FORD, FLORENCE C.	14-33-423-048-1094	43 BERNARDINI	50.00
FORMAN, ROBERT S.	17-03-103-028-1158	43 BERNARDINI	50.00
FORSBERG, JOSEPHINE R.	14-33-400-042-1102	43 BERNARDINI	50.00
FOX, JULIA	14-21-111-007-1670	46 SHILLER	50.00
FOX, LOUISE & THOMAS	14-06-214-017-0000	50 STONE	50.00
FOY, PARTHENA	20-34-413-060-0000	06 STEELE	50.00
FRANK, ELIZABETH H.	17-03-106-027-1006	42 NATARUS	50.00
FREEMAN, HAROLD J	9-36-303-035-1003	41 DOHERTY	50.00
FREEMAN, SUSSIE	13-01-108-056-1001	50 STONE	50.00
FREITAG, HOWARD C.	9-36-111-045-1008	41 DOHERTY	50.00
FRIED, JOSEF	20-14-216-002-0000	05 HOLT	50.00
FRIEDKIN, MARGARET	17-03-103-028-1068	43 BERNARDINI	50.00
FRIEDMAN, HELEN S.	17-03-107-019-1081	43 BERNARDINI	50.00
FRIEDMAN, LORRAINE	10-36-117-015-1006	50 STONE	50.00
FRIEDMAN, MILDRED T.	10-36-120-003-1006	50 STONE	50.00
FRIEDMAN, MOLLIE	10-36-119-003-1129	50 STONE	50.00
FRITZ, EMMA	10-36-206-025-0000	50 STONE	50.00
FRYER, CHARLES M.	17-03-220-020-1384	42 NATARUS	50.00
FURIE, LEO	10-36-117-015-1015	50 STONE	50.00
FURLONG, MARIE C.	13-17-107-203-1009	38 ALLEN	50.00
GAFFNEY, ALICE	14-28-322-038-1091	43 BERNARDINI	50.00
GALLAGHER, VERONICA P.	17-03-204-064-1054	42 NATARUS	50.00
GALVIN, LUCY D.	9-36-111-045-1006	41 DOHERTY	50.00
GAMSS, CLARA	10-36-400-040-0000	50 STONE	50.00
GANELLIN, BEATRICE	14-05-203-011-1065	49 MOORE	50.00
GARDNER, HOWARD	17-03-202-063-1051	42 NATARUS	50.00
GARIPPO, MARY	12-11-119-023-1008	41 DOHERTY	50.00
GARITHER, CARRIE	20-34-413-060-0000	06 STEELE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
GARVER, JULIET	10-36-118-005-1149	50 STONE	50.00
GATTI, MARY	13-18-411-005-1032	38 ALLEN	50.00
GATTORNA, LOUIS A.	12-11-102-068-1033	41 DOHERTY	50.00
GELLER, JOSEPH & ROSE	12-11-116-030-1005	41 DOHERTY	50.00
GENTRY, RUTH C.	17-03-220-020-1586	42 NATARUS	50.00
GERSTEIN, ETHEL	14-28-200-004-1191	44 HANSEN	50.00
GETZ, EMMA	17-03-101-029-1166	43 BERNARDINI	50.00
GIAMBRONE, ANNA M	12-11-116-030-1035	41 DOHERTY	50.00
GIANNAKAKOS, PETER	13-12-231-046-0000	40 O'CONNOR	50.00
GIDWITZ, JANE	17-03-208-005-0000	42 NATARUS	50.00
GLASER, MARJORY	17-03-208-002-0000	42 NATARUS	50.00
GLICK, ROBERT R.	17-03-204-064-1002	42 NATARUS	50.00
GLOBUS, JEAN	13-12-235-056-1002	40 O'CONNOR	50.00
GODLBERG, DONNA	14-05-203-012-1021	49 MOORE	50.00
GOLBUS, ADA F.	11-29-110-008-0000	49 MOORE	50.00
GOLD, HARRY D.	17-03-103-028-1166	43 BERNARDINI	50.00
GOLD, JEROME J.	17-04-424-051-1554	42 NATARUS	50.00
GOLDBERG, MARVIN M.	20-13-103-009-0000	05 HOLT	50.00
GOLDENBERG, HENRIETTA	17-03-220-020-1337	42 NATARUS	50.00
GOLDFARB, KISEL	10-36-319-033-1012	50 STONE	50.00
GOLDMAN, STANLEY	14-21-307-047-1146	44 HANSEN	50.00
GOLDSMITH, SALLY	14-28-201-015-1083	44 HANSEN	50.00
GOLDSTEIN, ARNOLD D.	17-03-202-063-1002	42 NATARUS	50.00
GOLDSTEIN, LILLIAN	17-03-204-063-1132	42 NATARUS	50.00
GOLDSTINE, STANLEY M.	17-10-200-065-1071	42 NATARUS	50.00
GOLUB, GOLDIE	17-10-401-005-1143	42 NATARUS	50.00
GOMBERG, LOIS	10-36-100-015-1200	50 STONE	50.00
GOODMAN, ANNIE	20-34-413-060-0000	06 STEELE	50.00
GOODRICH, BERNICE M.	17-03-204-064-1063	42 NATARUS	50.00
GOTTFRIED, PEARL	14-05-407-017-1167	48 SMITH	50.00
GRANT, JOSEPH S.	17-03-202-063-1043	42 NATARUS	50.00
GRECO, RUSSELL T.	9-36-111-045-1016	41 DOHERTY	50.00
GRECZEK, HELEN	13-31-118-036-1010	36 BANKS	50.00
GREEN, MEVLEAN	20-34-413-060-0000	06 STEELE	50.00
GREENBLATT, SADELLE T.	14-28-322-038-1147	43 BERNARDINI	50.00
GREENE, EVELYN R.	17-03-204-063-1182	42 NATARUS	50.00
GREENFIELD, PAUL	17-03-222-018-0000	42 NATARUS	50.00
GRIMES, PICOLLA	20-34-413-060-0000	06 STEELE	50.00
GRIPPO, ELFRIEDE	10-36-206-025-0000	50 STONE	50.00
GROGAN, THOMAS J.	13-17-117-038-1011	38 ALLEN	50.00
GROSS, HERSZ	10-36-100-011-1128	50 STONE	50.00
GROSSMAN, SARA	11-30-307-094-0000	50 STONE	50.00
GRYGORCEWICZ, MICHAEL	19-27-401-038-1070	13 OLIVO	50.00
GUIDICE, BETTY	11-31-118-011-0000	50 STONE	50.00
GUIDRY, ALFRETTA	20-34-413-060-0000	06 STEELE	50.00
GURNER, FLORENCE B.	14-05-215-015-1032	48 SMITH	50.00
GUSTAFSON, MARIA	13-12-214-043-0000	40 O'CONNOR	50.00
GUTOWSKI, KAZIMIERZ	12-14-112-025-1042	36 BANKS	50.00
GUTTERMAN, EDITH B.	14-16-301-041-1399	46 SHILLER	50.00
GUZIK, LILLIAN	17-03-103-028-1054	43 BERNARDINI	50.00
GUZIK, STELLA A.	19-14-328-046-1001	13 OLIVO	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
HAAG, EMILY M.	13-18-411-005-1042	38 ALLEN	50.00
HAGAN, ALICE C.	17-03-101-029-1019	43 BERNARDINI	50.00
HAGLUND, NELS B.	14-06-214-017-0000	40 O'CONNOR	50.00
HAINES, ANNE W.	14-21-106-017-0000	46 SHILLER	50.00
HALICK, RICHARD E.	10-31-208-046-1008	41 DOHERTY	50.00
HALLIGAN, HELEN F.	14-28-318-077-1313	43 BERNARDINI	50.00
HAMILTON, ALTA	20-34-413-060-0000	06 STEELE	50.00
HAMMER, NORMA S.	14-06-214-017-0000	40 O'CONNOR	50.00
HANSEN, IRENE	19-36-109-033-1007	41 DOHERTY	50.00
HANSEN, ROBERT R.	14-33-409-025-1002	43 BERNARDINI	50.00
HARDING, JOHN L.	9-36-112-029-1022	41 DOHERTY	50.00
HARDY, EBBA F.	9-36-112-029-1008	41 DOHERTY	50.00
HARPER, RAMEY	14-33-106-004-0000	43 BERNARDINI	50.00
HARRIS, MARVIN V.	17-03-226-065-1245	42 NATARUS	50.00
HARRISON, LEO M.	17-03-204-063-1105	42 NATARUS	50.00
HARRISON, STANLEY	17-03-202-063-1131	42 NATARUS	50.00
HARTINSTEIN, LORRAINE	14-28-318-064-1027	43 BERNARDINI	50.00
HARTNETT, JAMES	17-03-201-069-1002	42 NATARUS	50.00
HAUSER, CRANE C.	17-03-101-027-1030	43 BERNARDINI	50.00
HAUSLER, DOROTHY	13-15-411-027-1020	30 WOJCIK	50.00
HAVERKAMPF, GORDON & FRANCES	17-03-222-018-0000	42 NATARUS	50.00
HAYASHI, JAMES A.	20-13-103-007-0000	05 HOLT	50.00
HAZLETT, CATHERINE	17-03-111-005-0000	42 NATARUS	50.00
HEALY, MARION P.	9-36-419-108-1040	41 DOHERTY	50.00
HEFT, THERESIA	14-08-203-016-1122	48 SMITH	50.00
HEILBRUNN, SYLVIA	14-05-203-011-1059	49 MOORE	50.00
HEIMANSON, EDWARD	14-06-214-017-0000	40 O'CONNOR	50.00
HEINE, JUNE L.	13-17-107-209-1010	38 ALLEN	50.00
HEITMAN, DOROTHY	11-32-109-011-0000	49 MOORE	50.00
HELMAN, NATHAN W.	14-21-106-017-0000	46 SHILLER	50.00
HENDERSON, RALPH E.	14-06-214-017-0000	40 O'CONNOR	50.00
HENDRICKSON, GLADYS	14-28-322-015-0000	43 BERNARDINI	50.00
HENNING, DOLORES E.	17-03-222-023-1111	42 NATARUS	50.00
HENNING, DOROTHY	13-15-412-027-1006	30 WOJCIK	50.00
HENRY, DOROTHY A.	14-28-201-015-1025	44 HANSEN	50.00
HERBERT, ANTONIA	17-03-200-063-1120	42 NATARUS	50.00
HERMER, JAMES L.	14-05-203-011-1139	49 MOORE	50.00
HERMER, WILFRED	14-05-203-011-1229	49 MOORE	50.00
HERSHMAN, SEYMOUR	14-21-106-017-0000	46 SHILLER	50.00
HERST, LEONARD	10-36-118-005-1083	50 STONE	50.00
HICKS, SHIRLEY	20-23-410-034-0000	05 HOLT	50.00
HIGHLAND, ELMER S.	12-24-106-041-0000	41 DOHERTY	50.00
HIGHTOWER, HELEN	17-03-101-029-1154	43 BERNARDINI	50.00
HILL, DOROTHEA	17-10-214-011-1424	42 NATARUS	50.00
HIMMEL, IVAN	17-03-202-061-1094	42 NATARUS	50.00
HIRSCH, PATRICIA	17-03-201-055-0000	42 NATARUS	50.00
HIRSH, HELEN F.	14-05-203-011-1325	49 MOORE	50.00
HOFFMAN, CHARLOTTE W.	12-11-119-019-1028	41 DOHERTY	50.00
HOFFMAN, ROBERT F.	14-06-219-013-0000	40 O'CONNOR	50.00
HOFMANN, AURELIA L.	14-05-203-011-1370	49 MOORE	50.00
HOFMANN, ERWIN A.	12-11-121-033-1009	41 DOHERTY	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
HOGAN, KATHLEEN M.	17-10-203-027-1040	42 NATARUS	50.00
HOGEORGES, WILLIAM	17-09-410-014-1176	42 NATARUS	50.00
HOLDER, LAVERNE	20-13-103-009-0000	05 HOLT	50.00
HOLINGER, JULIA	17-03-101-022-0000	43 BERNARDINI	50.00
HOLLAND, DOROTHY W.	17-03-107-019-1041	43 BERNARDINI	50.00
HOLLAND, WILLIAM S.	10-36-400-040-0000	50 STONE	50.00
HOLTZMAN, JACK	14-05-407-017-1437	48 SMITH	50.00
HOMER, SHIRLEY J.	17-10-400-012-1461	42 NATARUS	50.00
HOPKINS, JULIA	12-11-115-022-1011	41 DOHERTY	50.00
HOPSON, MARGARET R.	17-03-227-022-1009	42 NATARUS	50.00
HORNER, MARGARET	11-30-307-097-0000	50 STONE	50.00
HORNIK, MILDRED D.	17-09-410-014-1222	42 NATARUS	50.00
HORTON, FLORENCE M.	14-06-212-006-0000	40 O'CONNOR	50.00
HORWICH, FRANKLIN	17-03-202-061-1117	42 NATARUS	50.00
HUBERM WILLIAM HERMAN	19-19-214-025-1001	23 ZALEWSKI	50.00
HUMEL, BARBARA	13-16-117-045-1022	45 LEVAR	50.00
HUMPHREY, HELEN D.	14-21-110-020-1401	46 SHILLER	50.00
HUNT, JOHN A.	12-11-119-023-1048	41 DOHERTY	50.00
HUTCHINS, DOROTHY M.	14-05-407-017-1412	48 SMITH	50.00
HYMAN, PHILIP	14-21-110-020-1122	46 SHILLER	50.00
ILICE, GENEVA	12-12-202-087-1022	41 DOHERTY	50.00
IWAGAMI, MYRA	20-13-103-009-0000	05 HOLT	50.00
JACKSON, GERTRUDE I.	14-21-111-007-1030	46 SHILLER	50.00
JACOBS, ESTHER	9-36-419-108-1007	41 DOHERTY	50.00
JACOBSON, HAROLD L.	17-03-103-025-1130	43 BERNARDINI	50.00
JAEGER, WILFRED M.	12-01-401-040-1004	41 DOHERTY	50.00
JAMES, MILDRED	14-28-322-015-0000	43 BERNARDINI	50.00
JARZEBSKA, DANUTA S.D.	17-10-401-005-1431	42 NATARUS	50.00
JENSEN, ANGELINE I.	10-31-409-062-1006	41 DOHERTY	50.00
JOHNSON, EDNA M.	13-17-107-209-1012	38 ALLEN	50.00
JONES, FANNIE	21-30-114-029-1295	05 HOLT	50.00
JORGENSEN, KRISTIAN K.	13-17-107-203-1008	38 ALLEN	50.00
JOSCHT, GEORGE	19-19-215-023-1004	23 ZALEWSKI	50.00
JOSEFSKI, GLADYS	13-17-107-203-1001	38 ALLEN	50.00
JOSEPH, ALBERT	17-03-214-014-1170	42 NATARUS	50.00
JOSEPH, BETTY	10-36-100-015-1111	50 STONE	50.00
JOUETT, LAUREN D.	14-08-203-001-0000	48 SMITH	50.00
KACZMER, ELEANOR	9-36-112-028-1008	41 DOHERTY	50.00
KAHN, BEN	14-08-407-022-1083	48 SMITH	50.00
KAHN, SIMON H.	14-05-203-011-1246	49 MOORE	50.00
KANE, ARTHUR D.	17-03-108-016-1028	43 BERNARDINI	50.00
KANE, JAMES T.	12-01-401-039-1035	41 DOHERTY	50.00
KANE, MILDRED	14-06-212-006-0000	40 O'CONNOR	50.00
KANIUK, WILLIAM	19-19-214-025-1016	23 ZALEWSKI	50.00
KAPLAN, ARTHUR E.	17-03-226-065-1096	42 NATARUS	50.00
KAPLAN, ELAINE	14-21-310-055-1018	44 HANSEN	50.00
KAPLAN, MANDALL	17-03-211-022-1014	42 NATARUS	50.00
KAPLAN, PHILIP	17-03-108-016-1112	43 BERNARDINI	50.00
KARESH, JACQUELINE	17-03-227-022-1069	42 NATARUS	50.00
KARLIN, ALVIN	17-03-227-018-1090	42 NATARUS	50.00
KARZEN, DOROTHY	14-05-407-016-1043	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KASAKOFF, GERTRUDE	17-03-103-028-1196	43 BERNARDINI	50.00
KATZ, ARNOLD	14-05-211-015-1028	48 SMITH	50.00
KATZENBACH, ROBERT J.	13-07-336-029-1038	41 DOHERTY	50.00
KAUFMAN, MARILYN M.	17-10-401-005-1297	42 NATARUS	50.00
KEARIN, ANITA M.	17-10-401-005-1389	42 NATARUS	50.00
KEARNS, KATHRYN, M.	10-36-206-025-0000	50 STONE	50.00
KECK, WINONAI W.	17-03-101-029-1016	43 BERNARDINI	50.00
KEDZIERSKI, IRENE	10-31-409-060-1027	41 DOHERTY	50.00
KEIC, SUSAN J.	17-03-222-018-0000	42 NATARUS	50.00
KELLER, RIENHOLD	9-36-111-045-1002	41 DOHERTY	50.00
KELLY VIRGINIA E.	17-10-400-012-1128	42 NATARUS	50.00
KELLY, DOROTHY V.	14-08-203-001-0000	48 SMITH	50.00
KELLY, FRANCES M.	12-11-117-032-1001	41 DOHERTY	50.00
KENNEY, JOHN	12-12-202-087-1010	41 DOHERTY	50.00
KEYS, FRANCES	14-05-211-024-1025	48 SMITH	50.00
KEZELE, EDWARD J.	17-03-103-028-1043	43 BERNARDINI	50.00
KIDSTON, ALAN R.	17-10-401-005-1019	42 NATARUS	50.00
KILROY, PATRICIA L.	14-28-318-077-1258	43 BERNARDINI	50.00
KIM, SOO	13-01-113-040-1024	50 STONE	50.00
KING, RUTH M.	14-06-219-013-0000	40 O'CONNOR	50.00
KIRSCH, IDA	13-12-220-036-0000	40 O'CONNOR	50.00
KIRSHBAUM, CHARLOTTE	14-33-106-004-0000	43 BERNARDINI	50.00
KLEIMAN, SALLY	14-05-407-015-1051	48 SMITH	50.00
KLEIN, MEYER	13-12-113-065-1002	40 O'CONNOR	50.00
KLEPER, JEANNE	17-03-100-013-1012	43 BERNARDINI	50.00
KNEPLER, HENRY & MYRNA	14-28-206-005-1293	44 HANSEN	50.00
KOCLANIS, GEORGE M.	12-11-121-042-1003	41 DOHERTY	50.00
KOGUT, WANDA	11-30-307-097-0000	50 STONE	50.00
KOLTON, SHIRLEY	14-05-407-015-1108	48 SMITH	50.00
KORNOWICZ, STANLEY	19-20-202-046-1003	13 OLIVO	50.00
KOSZOLA, LORETTA	19-19-209-039-1006	23 ZALEWSKI	50.00
KOVEN, SYLVIA H.	14-05-203-011-1221	49 MOORE	50.00
KOWALSKI, REGINA M.	12-25-201-045-1004	36 BANKS	50.00
KROHN, RUTH	17-03-103-028-1021	43 BERNARDINI	50.00
KROMER, ALVIN & CHARLOTTE	17-03-108-016-1031	43 BERNARDINI	50.00
KRUPA, STEPHANIE A.	9-36-419-108-1004	41 DOHERTY	50.00
KUCERA, MARY T.	19-19-214-025-1019	23 ZALEWSKI	50.00
KUKULSKI, HELEN V.	13-19-412-032-1014	38 ALLEN	50.00
KYTS, ROBERT	17-03-222-015-0000	42 NATARUS	50.00
LACH, ALMA AND DONALD	20-14-215-028-0000	05 HOLT	50.00
LACIDIA, FRANK & LAVERNE	13-31-107-024-1101	36 BANKS	50.00
LAKICH, VICTORIA	13-12-231-051-1003	40 O'CONNOR	50.00
LANCASTER, CLARE	17-03-103-028-1041	43 BERNARDINI	50.00
LANDER, HERMAN B.	14-21-106-017-0000	46 SHILLER	50.00
LANDIS, BERNARD	13-12-231-046-0000	40 O'CONNOR	50.00
LARKIN, JAMES J.	13-17-107-209-1011	38 ALLEN	50.00
LARSON, MARY C.	14-08-407-022-1125	48 SMITH	50.00
LAUD, SARA EDNA	17-03-208-002-0000	42 NATARUS	50.00
LAURENCIO, WALDO A.	17-03-108-016-1072	43 BERNARDINI	50.00
LAVATY, ELIZABETH A.	17-03-222-020-0000	42 NATARUS	50.00
LAZAR, BURYL J.	17-03-105-013-0000	43 BERNARDINI	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
LEAVITT, BEN	14-06-118-030-0000	40 O'CONNOR	50.00
LEBIN, LOUIS	17-10-401-005-1046	42 NATARUS	50.00
LECHERT, LOTTIE	19-20-202-045-1004	13 OLIVO	50.00
LECKER, ABRAHAM	14-21-106-017-0000	46 SHILLER	50.00
LEFF, EVA H.	10-36-100-015-1133	50 STONE	50.00
LEGENZA, ANGELA H.	19-19-214-025-1015	23 ZALEWSKI	50.00
LEGITTINO, LENA A.	9-36-229-041-1006	41 DOHERTY	50.00
LEIGHTON, FREDERICK	20-23-409-011-0000	05 HOLT	50.00
LEMPICKI, HELEN	13-20-125-044-1002	38 ALLEN	50.00
LERNER, KATE	14-05-407-017-1311	48 SMITH	50.00
LESTER, JR. HENRY J.	17-04-209-043-1087	42 NATARUS	50.00
LESTINA, ROSELLE J.	12-11-119-025-1041	41 DOHERTY	50.00
LEV, SARAH	10-36-100-015-1084	50 STONE	50.00
LEVCHIN, GENEVIEVE	14-05-403-022-1008	48 SMITH	50.00
LEVIN, HARRY	17-03-103-028-1077	43 BERNARDINI	50.00
LEVIN, MILDRED	14-05-203-011-1024	49 MOORE	50.00
LEVINE, WILLIAM	17-03-108-016-1046	43 BERNARDINI	50.00
LEVINSON, MURIEL	17-03-108-016-1085	43 BERNARDINI	50.00
LEVY, GOERGE D.	14-16-300-033-1004	46 SHILLER	50.00
LEVY, MICHAEL	14-05-211-021-1087	48 SMITH	50.00
LEVY, SYMOUR	13-12-232-032-1004	40 O'CONNOR	50.00
LEY, RITA C.	9-36-425-051-1017	41 DOHERTY	50.00
LIFCHEZ, BERNARD	14-05-211-021-1092	48 SMITH	50.00
LINDER, LOUISE	20-34-413-060-0000	06 STEELE	50.00
LINEHAN, MARIE	14-06-213-014-0000	40 O'CONNOR	50.00
LIPKA, YETTA	11-31-302-083-1002	50 STONE	50.00
LIPNICK, CLARENCE S.	17-03-100-013-1007	43 BERNARDINI	50.00
LIPSON, MURIEL M.	14-08-203-016-1067	48 SMITH	50.00
LISANTI, HELEN R.	13-31-107-024-1222	36 BANKS	50.00
LOEBBAKA, ROSEMARY K.	11-30-307-092-0000	50 STONE	50.00
LOGAN, REVA	17-03-208-005-0000	42 NATARUS	50.00
LONDINSKI, ESTHER F.	14-06-212-006-0000	40 O'CONNOR	50.00
LOPRESTI, MARIE A.	13-19-328-046-1002	36 BANKS	50.00
LORENC, MARIA M.	10-31-417-050-1015	41 DOHERTY	50.00
LUBIN, TILLIE	14-28-200-003-1124	44 HANSEN	50.00
LUCAS, EDWARD	9-36-419-109-1004	41 DOHERTY	50.00
LUKOWITZ, ANNA	14-06-219-013-0000	40 O'CONNOR	50.00
LUND, THERESA H.	17-10-401-005-1154	42 NATARUS	50.00
LYCH, SIDNEY	14-05-211-024-1098	48 SMITH	50.00
MACDONALD ANDREW D.	14-28-202-016-1001	44 HANSEN	50.00
MACZKA, EUGENE	13-06-110-054-1006	41 DOHERTY	50.00
MAHONEY, MARY	9-36-111-045-1005	41 DOHERTY	50.00
MAHASSE, HENRI S.	10-36-119-003-1172	50 STONE	50.00
MANCINI, CATHERINE	12-11-115-021-1002	41 DOHERTY	50.00
MANDELL, VERA D.	14-06-214-017-0000	40 O'CONNOR	50.00
MANN, IRENE E.	14-06-214-017-0000	40 O'CONNOR	50.00
MANTELL, ROCHELLE J	10-31-208-046-1002	41 DOHERTY	50.00
MAREMONT, ADELINE S.	14-06-212-006-0000	40 O'CONNOR	50.00
MARINO, LORETTA	12-14-112-025-1188	36 BANKS	50.00
MARKOVICH, MILAN V.	14-28-308-021-1016	43 BERNARDINI	50.00
MARKS, REVA	10-36-117-015-1012	50 STONE	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MARLAR, LEONA E.	12-14-112-025-1062	36 BANKS	50.00
MARSHALL, ESTELLE	14-16-301-041-1665	46 SHILLER	50.00
MARTIN, JANE & RUTH	13-06-306-051-1014	41 DOHERTY	50.00
MARTIN, LUCILE S.	20-24-419-019-1005	05 HOLT	50.00
MATHISEN, MARTHA	12-14-112-025-1114	36 BANKS	50.00
MATRANGA, VICTORIA R.	14-16-302-030-1015	46 SHILLER	50.00
MATRANZA, GLORIA	13-15-412-026-1010	30 WOJCIK	50.00
MATROSS, BOBBE D.	17-03-103-028-1085	43 BERNARDINI	50.00
MAURER, ELMER & SARAH	14-05-211-024-1045	48 SMITH	50.00
MAXIMOV, JOSEPH CARL	14-06-219-013-0000	40 O'CONNOR	50.00
MAYER, JANE R.	17-03-105-013-0000	43 BERNARDINI	50.00
MAYOL, FERNANDO J.	14-06-212-006-0000	40 O'CONNOR	50.00
MCBRIDE, MARY C.	19-27-401-038-1290	13 OLIVO	50.00
MCCAMBRIDGE, JOHN F.	13-31-118-039-1002	36 BANKS	50.00
MCCARTHY, WILLIAM R.	14-06-214-017-0000	40 O'CONNOR	50.00
MCDONALL, DOLORES B.	13-17-107-209-1013	38 ALLEN	50.00
MCEVILLY, LORRAINE M.	9-36-111-034-1006	41 DOHERTY	50.00
MCFOLLING, MAURICE J.	20-24-419-018-1043	05 HOLT	50.00
MCKINLAY, ARCHIBALD	17-03-103-028-1210	43 BERNARDINI	50.00
MCMAHMAN, ROSEMARY E.	14-05-203-012-1052	49 MOORE	50.00
MCMULLEN, HELEN F.	14-16-304-039-1088	46 SHILLER	50.00
MEANS, JESSICA T.	17-03-105-013-0000	43 BERNARDINI	50.00
MECHLER, JOHN H.	14-28-318-064-1376	43 BERNARDINI	50.00
MEDDY, BERNICE A.	9-36-419-108-1034	41 DOHERTY	50.00
MELL, BELLA	17-03-222-018-0000	42 NATARUS	50.00
MELNICK, JUDITH	17-03-103-028-1113	43 BERNARDINI	50.00
MELTON, CLAIRE J.	14-05-407-016-1001	48 SMITH	50.00
MENDELSOHN, ANN L.	17-03-227-022-1049	42 NATARUS	50.00
MENDELSOHN, LENA	17-03-222-018-0000	42 NATARUS	50.00
MERIN, S. ARTHUR	14-05-215-015-1212	48 SMITH	50.00
MERZ, EARL	17-03-222-018-0000	42 NATARUS	50.00
MEYER, LUCILLE M.	13-18-411-005-1001	38 ALLEN	50.00
MICHALUK, IRENE	13-06-221-037-1105	41 DOHERTY	50.00
MILLER, HILDEGARDE M.	9-36-419-107-1016	41 DOHERTY	50.00
MILLER, NAOMI R	14-06-208-006-1032	50 STONE	50.00
MILLER, SYLVIA	10-36-117-015-1016	50 STONE	50.00
MINER, JUDITH	14-33-106-004-0000	43 BERNARDINI	50.00
MINOR, JOSEPHINE	14-05-211-021-1074	48 SMITH	50.00
MINTA, EUGENIA E.	17-03-222-018-0000	42 NATARUS	50.00
MITCHELL, ASHER J	13-12-231-052-1003	40 O'CONNOR	50.00
MOGILL, HERMAN	14-34-422-068-1340	43 BERNARDINI	50.00
MOLL, LILLIAN	14-16-301-041-1710	46 SHILLER	50.00
MOLZAHN, ESTELLE	14-05-203-011-1094	49 MOORE	50.00
MOONEY, MARY	14-33-423-048-1469	43 BERNARDINI	50.00
MOORE, JENNA	17-10-400-012-1661	42 NATARUS	50.00
MORAN, MARIE M	12-11-121-037-1004	41 DOHERTY	50.00
MORSE, GEORGE E.	13-17-107-209-1020	38 ALLEN	50.00
MOSE, ARTHUR B.	14-28-318-064-1260	43 BERNARDINI	50.00
MOSKAL, EVELYN	12-14-112-025-1181	36 BANKS	50.00
MOSS, HARVEY J.	14-05-203-011-1161	49 MOORE	50.00
MOSS, MIRIAM	14-08-203-017-1422	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MOSSER, ALBERT	13-31-107-024-1064	36 BANKS	50.00
MOY, DON W.	11-29-314-037-0000	49 MOORE	50.00
MUNOZ, MARIO	14-08-203-016-1203	48 SMITH	50.00
MUSZALSKI, GEORGE	13-17-107-195-1005	38 ALLEN	50.00
MYERS, RUTH B	12-11-121-037-1011	41 DOHERTY	50.00
MYERS, VIRGINIA B.	13-18-409-032-1004	38 ALLEN	50.00
MYERSON, ANN	14-05-407-015-1075	48 SMITH	50.00
MYTAR, HELEN W.	14-05-403-019-1063	48 SMITH	50.00
NACH, DAVID L.	10-36-118-005-1185	50 STONE	50.00
NAKAZAWA, T.G.	14-05-211-021-1066	48 SMITH	50.00
NATHAN, LILLIAN	14-21-111-007-1652	46 SHILLER	50.00
NATINCHEK, NIKOLAS A.	17-10-401-005-1742	42 NATARUS	50.00
NEELY, MARTHA	17-03-103-028-1149	43 BERNARDINI	50.00
NEIMAN, DAVID L.	14-16-301-041-1714	46 SHILLER	50.00
NERI, RAYMOND	13-31-118-036-1004	36 BANKS	50.00
NEUMAN, MARY A.	14-16-304-039-1145	46 SHILLER	50.00
NEUMAN, WOLFGANG	14-06-219-013-0000	40 O'CONNOR	50.00
NEWMAN, ROSE	14-05-203-011-1156	49 MOORE	50.00
NICHOLS, JANE E.	14-21-101-035-1206	46 SHILLER	50.00
NOOTENS, GEORGE B.	13-18-411-005-1003	38 ALLEN	50.00
NORLINC, KATHRYN	11-30-423-027-0000	49 MOORE	50.00
NOVAK, GRACE M.	19-15-228-080-0000	13 OLIVO	50.00
NOVY, PAUL H.	14-21-106-030-1006	46 SHILLER	50.00
NOWAK, SOPHIE	9-36-419-108-1033	41 DOHERTY	50.00
NUETZEL, MARJORIE E.	14-05-215-017-1106	48 SMITH	50.00
O'BRIEN WINIFRED	12-11-115-021-1015	41 DOHERTY	50.00
O'DONNELL, WINIFRED	9-36-111-054-1001	41 DOHERTY	50.00
O'GRADY, JACK W.	17-03-100-013-1005	43 BERNARDINI	50.00
O'LEARY, WILLIAM	14-28-318-077-1123	43 BERNARDINI	50.00
OHLHAUSEN, JUDITH M.	14-33-206-047-1054	43 BERNARDINI	50.00
OLEFF, DIANA	14-05-211-021-1071	48 SMITH	50.00
OLEN, GEORGE	12-11-115-022-1023	41 DOHERTY	50.00
ORIA, VALENTINE J.	14-21-111-007-1716	46 SHILLER	50.00
ORLANDO, ROSE	13-31-118-041-1012	36 BANKS	50.00
ORLOW, VALENTINE J.	14-06-214-017-0000	40 O'CONNOR	50.00
ORWIN, FRANKLIN	17-03-222-018-0000	42 NATARUS	50.00
OSCHERWITZ, BERNARD & EVELYN E.	17-03-101-029-1097	43 BERNARDINI	50.00
PAPERNO, DMITRY A.	14-29-307-046-1001	43 BERNARDINI	50.00
PARKER, HEDWIG	14-16-301-041-1777	46 SHILLER	50.00
PARR, ARTHUR	14-06-213-014-0000	40 O'CONNOR	50.00
PARR, STEPHEN	19-20-202-045-1003	13 OLIVO	50.00
PASTIN, MAX	14-05-211-016-1023	48 SMITH	50.00
PAUL, PAUL A.	13-12-204-059-1003	40 O'CONNOR	50.00
PAULIK, FRANCES M.	13-06-110-052-1009	41 DOHERTY	50.00
PAWLISH, ANNA C.	12-11-119-025-1016	41 DOHERTY	50.00
PAWLOW, BEVERLY	17-03-101-027-1018	43 BERNARDINI	50.00
PEATE, GLORIA	14-06-208-006-1019	50 STONE	50.00
PECKLER, RUTH	10-36-120-003-1157	50 STONE	50.00
PEDDY, JAY	10-36-117-015-1060	50 STONE	50.00
PERLMAN, ELIZABETH	10-36-119-003-1101	50 STONE	50.00
PERLMAN, RUTH	14-05-203-011-1292	49 MOORE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
PETERKIN, DOROTHY S.	17-03-101-022-0000	43 BERNARDINI	50.00
PETERSON, PATRICK A.	12-11-119-023-1044	41 DOHERTY	50.00
PETRARCA, ANGELO	13-12-231-051-1002	40 O'CONNOR	50.00
PETROSKI, MARY J.	13-06-306-051-1009	41 DOHERTY	50.00
PHILLIPS, JOHN	17-03-100-013-1043	43 BERNARDINI	50.00
PHILLIPS, WALTER R.	17-03-101-022-0000	42 MATARUS	50.00
PIEL, SIDNEY	10-36-119-003-1162	50 STONE	50.00
PIESENS, YVONNE	14-05-211-024-1129	48 SMITH	50.00
PIETRKOWSKI, MORRIS	13-02-220-050-8002	50 STONE	50.00
PINKUS, DANIEL	14-21-112-010-0000	46 SHILLER	50.00
PINZUR, GOLDYE	17-03-103-028-1024	43 BERNARDINI	50.00
PIZZO, SALVATORE	13-06-110-054-1020	41 DOHERTY	50.00
PLOTKIN, MANUEL	14-28-318-077-1369	43 BERNARDINI	50.00
POCIASK, TONY	9-36-425-052-1013	41 DOHERTY	50.00
POLASEK, FRANK T.	19-14-328-046-1006	13 OLIVO	50.00
POLK, ETHEL	14-33-414-044-1176	43 BERNARDINI	50.00
POMERANCE, HELEN	14-21-106-017-0000	46 SHILLER	50.00
POMERANCE, ROSE	10-36-100-015-1199	50 STONE	50.00
POOL, ANNE L	14-06-208-006-1048	50 STONE	50.00
PORUCZNIK, MARY	10-31-417-050-1003	41 DOHERTY	50.00
POSAR, POMPEO	14-16-304-039-1158	46 SHILLER	50.00
POSNER-POWELL, MARY T.	14-28-200-003-1006	44 HANSEN	50.00
POTTER, CHARLES AND BARBARA	17-03-101-022-0000	43 BERNARDINI	50.00
POWER, THOMAS J.	12-11-310-070-1050	41 DOHERTY	50.00
POYSER, JOHN R.	14-33-208-028-1438	43 BERNARDINI	50.00
PRATT, CHARLES	19-20-202-046-1004	13 OLIVO	50.00
PRESKILL, JERRY A.	14-28-207-007-1567	44 HANSEN	50.00
PREUS, MADELYN M.	14-05-202-019-1123	49 MOORE	50.00
PRICE, ELIZABETH	14-06-201-011-1007	50 STONE	50.00
PRICE, RALPH	14-28-318-077-1349	43 BERNARDINI	50.00
PRINCE, REBECCA	13-01-112-016-0000	50 STONE	50.00
PROSS, FLORENCE	13-31-118-034-1004	36 BANKS	50.00
PURSLEY, MARY E	12-11-121-037-1014	41 DOHERTY	50.00
PUTNAM, RICHARD H.	17-03-103-028-1189	43 BERNARDINI	50.00
PYLES, BERNICE B.	9-36-111-054-1002	41 DOHERTY	50.00
PYSZ, JOSEPH B.	12-24-424-037-1004	36 BANKS	50.00
RABINKOFF, AARON	14-16-304-039-1194	46 SHILLER	50.00
RACHLIN, MARY	10-36-120-003-1148	50 STONE	50.00
RACUSIN, NORMAN	14-05-203-011-1350	49 MOORE	50.00
RADLOWSKI, HELEN M.	12-11-122-008-1003	41 DOHERTY	50.00
RANDALL, HILDA M.	20-13-103-014-1060	05 HOLT	50.00
RANDELL, GOLDIE	13-01-115-031-1002	50 STONE	50.00
RANN, EDWIN J.	12-11-121-038-1006	41 DOHERTY	50.00
RASMUSSEN, MERLE L.	9-36-419-107-1001	41 DOHERTY	50.00
RATARAC, DUKE	12-11-115-022-1030	41 DOHERTY	50.00
RATH, PAUL	14-28-322-038-1233	43 BERNARDINI	50.00
RAYNARD, GLORIA K.	14-05-203-012-1107	49 MOORE	50.00
REAVES, CLARA & RAND-REAVES SANDRA	21-30-114-029-1104	05 HOLT	50.00
REDINGER, ROBERT M.	14-28-322-015-0000	43 BERNARDINI	50.00
REIMANN, MARTA	14-27-305-030-1196	44 HANSEN	50.00
REITMAN, RAE	13-12-219-042-0000	40 O'CONNOR	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
REIZMAN, ETHEL	10-36-210-040-0000	50 STONE	50.00
REYNOLDS, DOYLE EUGENE	12-01-401-039-1016	41 DOHERTY	50.00
REZMAN, ANNIE E.	13-12-223-037-0000	40 O'CONNOR	50.00
RHINESTINE, SAMUEL J.	20-13-103-009-0000	05 HOLT	50.00
RICHTER, ELWYN	14-06-214-017-0000	40 O'CONNOR	50.00
RICHTER, MARGARET S	12-11-119-026-1047	41 DOHERTY	50.00
RIEBE, EVA	14-06-208-006-1047	50 STONE	50.00
RIES, ILSE	17-03-108-016-1117	43 BERNARDINI	50.00
RIGGS, MARGARET Y.	17-03-101-029-1119	43 BERNARDINI	50.00
RITZ, PAUL	13-01-328-054-0000	40 O'CONNOR	50.00
ROBERSON, LERLENE	20-23-125-005-0000	05 HOLT	50.00
ROBERTSON, ROBERT	14-06-213-014-0000	40 O'CONNOR	50.00
ROBINSON, JEAN C.	17-03-108-016-1011	43 BERNARDINI	50.00
ROBINSON, ROLAND	14-28-318-077-1393	43 BERNARDINI	50.00
RODMAN, YETTA R.	14-05-407-016-1008	48 SMITH	50.00
RODRIGUEZ, ANTOINETTE S.	19-15-230-053-0000	13 OLIVO	50.00
ROE, THERESA M.	13-31-118-039-1007	36 BANKS	50.00
ROEDER, ALVIN H.	9-36-419-104-1015	41 DOHERTY	50.00
ROEHRIG, ROBERT C.	13-06-103-048-1015	41 DOHERTY	50.00
ROESEL, RUDOLPH	14-28-318-077-1159	43 BERNARDINI	50.00
ROGERS, MARJORIE D.	14-33-400-042-1322	43 BERNARDINI	50.00
ROHRS, MARY	14-05-202-019-1036	49 MOORE	50.00
ROIZMAN, LUDMILA	20-13-103-009-0000	05 HOLT	50.00
ROSE, SEYMOUR D.	14-08-203-015-1259	48 SMITH	50.00
ROSE, SEYMOUR K.	10-36-118-005-1102	50 STONE	50.00
ROSEBERG, ERNEST W.	9-36-411-034-1018	41 DOHERTY	50.00
ROSENBERG, SELMA	13-12-229-023-0000	40 O'CONNOR	50.00
ROSENBLATT, IDA	14-05-215-015-1040	48 SMITH	50.00
ROSENBLOOM, CATHERINE S.	10-36-100-015-1196	50 STONE	50.00
ROSENTHAL, IRA	20-12-114-036-0000	05 HOLT	50.00
ROSENTHAL, NINA	10-36-117-015-1076	50 STONE	50.00
ROSMAN, BELLA	10-36-119-003-1191	50 STONE	50.00
ROSNER, LAWRENCE	14-16-301-041-1585	46 SHILLER	50.00
ROSS, HARRIET	10-25-427-017-0000	50 STONE	50.00
ROSS, MARION E.	19-15-228-050-0000	13 OLIVO	50.00
ROSS, MORRIS	11-31-303-045-0000	50 STONE	50.00
ROSS, RUTH L.	14-05-203-011-1289	49 MOORE	50.00
ROSSIN, ROCHELLE S.	20-13-103-009-0000	05 HOLT	50.00
ROTH, IRVING	14-05-403-023-1096	48 SMITH	50.00
ROTTMAN, BETTY J.	11-31-301-026-0000	50 STONE	50.00
ROZE, WALTER	13-15-411-028-1003	30 WOJCIK	50.00
RUBEN, ETHEL	10-36-100-011-1004	50 STONE	50.00
RUBENSTEIN, ADA	14-05-407-016-1082	48 SMITH	50.00
RUBIN, ANN	10-36-100-015-1099	50 STONE	50.00
RUBIN, GERTRUD	10-36-100-011-1166	50 STONE	50.00
RUBIN, MILDRED	10-36-209-033-0000	50 STONE	50.00
RUBINSTEIN, GEORGE A.	14-05-211-021-1089	48 SMITH	50.00
RUDD, NAT H.	17-03-103-028-1197	43 BERNARDINI	50.00
RUDDY, EDNA M.	14-28-201-015-1211	44 HANSEN	50.00
RUMMEL, ZOE	17-03-103-028-1181	43 BERNARDINI	50.00
RUSKY, JEANE	12-24-100-111-1011	36 BANKS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
RUSSELL, FAY L.	14-05-203-011-1142	49 MOORE	50.00
RUSSINOF, PATRICIA A.	14-28-322-015-0000	43 BERNARDINI	50.00
RUST, FERN M.	17-03-103-028-1098	43 BERNARDINI	50.00
RUTTENBERG, DAVID C.	14-28-322-015-0000	43 BERNARDINI	50.00
RUTTENBERG, PEARL	10-36-117-015-1073	50 STONE	50.00
RYCRAW, BERNICE	21-30-114-029-1147	07 BEAVERS	50.00
RYDER, JOYCE T.	14-05-211-021-1151	48 SMITH	50.00
SACHER, DOROTHY	13-02-220-047-8002	50 STONE	50.00
SACHNOFF, EVERETT	14-28-201-015-1070	44 HANSEN	50.00
SACHS, ROBERT	20-12-114-036-0000	05 HOLT	50.00
SACK, LILLIAN	20-13-103-009-0000	05 HOLT	50.00
SADOWSKI, ANNA	14-16-301-041-1062	46 SHILLER	50.00
SAHARACK, ELSIE A.	13-02-220-043-8002	50 STONE	50.00
SAIN, ESTELLE	20-23-420-001-0000	05 HOLT	50.00
SALLAS, ANNA	17-03-103-028-1081	43 BERNARDINI	50.00
SANDLSKY, ELEANOR ROE	17-03-222-025-1094	42 NATARUS	50.00
SANDLER, GALE	13-02-220-044-8002	50 STONE	50.00
SANTELLI, RAMONA	14-08-413-040-1007	48 SMITH	50.00
SAPONAR, JAIME M.	10-25-328-008-1058	50 STONE	50.00
SAPORITA, ALPHONSE	13-31-118-036-1006	36 BANKS	50.00
SATIN, RUTH	10-36-100-011-1161	50 STONE	50.00
SAVINSKI, FRANK L.	13-20-219-037-1005	38 ALLEN	50.00
SCHABERGER, HELEN T.	13-24-402-024-0000	47 SCHULTER	50.00
SCHAFFNER, IRVING	10-36-117-015-1047	50 STONE	50.00
SCHALK, DELLA	13-15-412-026-1016	30 WOJCIK	50.00
SCHIEL, EDITH	10-36-205-003-0000	50 STONE	50.00
SCHIFF, ALVIN	10-36-100-011-1041	50 STONE	50.00
SCHINKER, JOSEPHINE	19-20-202-045-1001	13 OLIVO	50.00
SCHNEIDER, BETTY J.	20-13-103-007-0000	05 HOLT	50.00
SCHNEIDERMAN, ROSE & HERMAN	10-36-117-015-1043	50 STONE	50.00
SCHNELL, PATRICIA M.	9-36-419-109-1024	41 DOHERTY	50.00
SCHNITMANN, MAX	10-36-320-049-0000	50 STONE	50.00
SCHOENBROD, CHARLOTTE M.	17-03-105-013-0000	43 BERNARDINI	50.00
SCHRAGER, FRIEDA	14-05-211-024-1087	48 SMITH	50.00
SCHRAGER, LUCILLE L	13-12-114-058-1004	40 O'CONNOR	50.00
SCHULTZ, CLAIRE F.	10-36-117-015-1004	50 STONE	50.00
SCHULTZ, LEROY P.	12-11-310-070-1012	41 DOHERTY	50.00
SCHWARCZ, DOV T.	10-36-117-015-1074	50 STONE	50.00
SCHWARTZ, ARTHUR	17-03-103-028-1212	43 BERNARDINI	50.00
SCHWARTZ, DAVID A.	20-13-103-009-0000	05 HOLT	50.00
SCHWARTZ, EVE	10-36-120-003-1004	50 STONE	50.00
SCHWARTZ, FRANCES R.	10-36-119-003-1002	50 STONE	50.00
SCHWIEGER, MARTHA	11-31-118-011-0000	50 STONE	50.00
SCOLNICK, FRIEDA	14-06-213-014-0000	50 STONE	50.00
SEGAL, ANNETTE	14-05-203-011-1303	49 MOORE	50.00
SEGAL, SARA	13-02-220-037-8002	50 STONE	50.00
SEIDMAN, EVELYN	20-13-103-009-0000	05 HOLT	50.00
SERB, FRANCES	9-36-419-109-1020	41 DOHERTY	50.00
SHAFFER, MOLLIE	10-36-120-003-1111	50 STONE	50.00
SHAMES, DAVID	14-28-318-064-1048	43 BERNARDINI	50.00
SHAPIRO, NORMAN D.	17-03-101-029-1040	43 BERNARDINI	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SHAPIRO, RAE	10-36-118-005-1047	50 STONE	50.00
SHAYKIN, ROSE	14-28-206-005-1107	44 HANSEN	50.00
SHEDLOW, BELLE	10-36-118-005-1049	50 STONE	50.00
SHEFNER, ALAN & DEBORAH	20-13-103-009-0000	05 HOLT	50.00
SHELGREN, MARY ANN B.	14-33-114-046-1035	43 BERNARDINI	50.00
SHELLOW, VIVIAN	20-13-103-007-0000	05 HOLT	50.00
SHKOLNIK, MENDEL	10-36-319-033-1009	50 STONE	50.00
SHOPIRO, HENRIETTA	14-33-423-048-1371	43 BERNARDINI	50.00
SHUCHTER, SAM	13-12-114-041-0000	40 O'CONNOR	50.00
SHULAR, CLARENCE L	20-26-221-027-0000	05 HOLT	50.00
SHUMAN, SARAH	10-36-100-011-1136	50 STONE	50.00
SHURE, SIDNEY N.	14-21-106-017-0000	46 SHILLER	50.00
SIEGAL, BLANCHE	17-03-103-028-1089	43 BERNARDINI	50.00
SIEGEL, HAROLD	14-21-112-010-0000	46 SHILLER	50.00
SIEGEL, RUTH F.	14-21-106-017-0000	46 SHILLER	50.00
SILVERMAN, ESTHER	17-03-108-016-1015	43 BERNARDINI	50.00
SILVERSTEIN, OSCAR	14-06-219-013-0000	40 O'CONNOR	50.00
SIMICH, EMIL	14-08-203-001-0000	48 SMITH	50.00
SIMJACK, MARYBETH H.	11-30-307-095-0000	50 STONE	50.00
SIMON, MARION E.	17-03-101-027-1033	43 BERNARDINI	50.00
SIMON, MARY B.	14-05-203-011-1348	49 MOORE	50.00
SIMONS, HANNAH	14-28-318-064-1155	43 BERNARDINI	50.00
SINGER, MAGDA	10-36-205-003-0000	50 STONE	50.00
SIOTA, ALICIA	14-05-407-016-1024	48 SMITH	50.00
SKEER, FREDERICK M.	14-05-403-022-1056	48 SMITH	50.00
SKOLNICK, FAYE	10-36-117-015-1054	50 STONE	50.00
SLATER, DWIGHT D.	14-05-211-021-1128	48 SMITH	50.00
SLOWIK, JULIA	14-28-202-018-1030	44 HANSEN	50.00
SMITH, ANNIE	20-23-124-019-0000	05 HOLT	50.00
SMITH, ERNERSTINE R.	21-30-114-005-0000	05 HOLT	50.00
SMITH, HERMAN	14-05-407-017-1220	48 SMITH	50.00
SMITH, RENELL	20-24-425-008-1003	05 HOLT	50.00
SNIDER, MILTON J.	14-06-219-013-0000	40 O'CONNOR	50.00
SOBEL, GENEVIEVE	9-36-419-108-1037	41 DOHERTY	50.00
SOLAR, DOROTHY	10-36-209-045-1001	50 STONE	50.00
SOLOMON, FRIEDA	10-36-100-015-1076	50 STONE	50.00
SOMOGYI, JOSEPH R.	13-17-107-209-1006	38 ALLEN	50.00
SORKIN, BERNICE	14-21-112-010-0000	46 SHILLER	50.00
SOSIN, MAX	10-36-205-058-1010	50 STONE	50.00
SPAK, BERNARD R.	10-36-100-011-1250	50 STONE	50.00
SPANGLER, ESTHER	10-36-119-003-1141	50 STONE	50.00
SPARGO, BENJAMIN	20-14-216-002-0000	05 HOLT	50.00
SPAULDING, GEORGIA G.	20-13-103-014-1065	05 HOLT	50.00
SPEISER, MARIA	13-12-116-058-1002	40 O'CONNOR	50.00
SPIELMAN, DAVID	10-36-117-015-1036	50 STONE	50.00
SPIVEY, CHARLES S.	21-30-114-005-0000	05 HOLT	50.00
SPRINGER, EDWARD M.	13-31-107-024-1158	36 BANKS	50.00
SPRINGER, LLOYD S.	17-03-101-029-1186	43 BERNARDINI	50.00
STANLEY, EVELYN MORGAN	20-14-223-032-0000	05 HOLT	50.00
STAVER, HELAINE R.	20-12-111-025-1004	05 HOLT	50.00
STEIGER, SALLI	14-05-215-015-1011	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
STEIN, SHIRLEY R.	10-36-119-003-1190	50 STONE	50.00
STEINBERG, BERNARD	10-36-100-015-1140	50 STONE	50.00
STEPNER, FLORENCE	10-36-319-033-1002	50 STONE	50.00
STERN, HELGA M.	14-05-202-019-1114	49 MOORE	50.00
STERNBERG, BERNARD	14-05-215-017-1198	48 SMITH	50.00
STERNBERG, VICTOR	14-16-301-041-1519	46 SHILLER	50.00
STEWART, SAMUEL	20-23-124-019-0000	05 HOLT	50.00
STIEBEL, ESTELLE B.	14-05-215-017-1164	48 SMITH	50.00
STINCHCOMB, MAXINE K.	14-33-114-046-1038	43 BERNARDINI	50.00
STOLL, CAROL F.	17-03-101-029-1009	43 BERNARDINI	50.00
STRABLE, JANE S.	20-14-223-032-0000	05 HOLT	50.00
STRANDJORD, MARGARET F.	20-14-223-032-0000	05 HOLT	50.00
STRAUS, ELI	10-36-117-015-1008	50 STONE	50.00
STREICH, ARNOLD J.	14-05-203-011-1280	49 MOORE	50.00
STRODE, ZENOBIA E.	21-30-114-005-0000	05 HOLT	50.00
STRONKS, JAMES B.	20-12-114-054-1072	05 HOLT	50.00
STUEBEN, ELEANOR	12-14-112-025-1097	36 BANKS	50.00
SUBLETTE, ALBERT	11-31-114-023-1013	50 STONE	50.00
SUNSTEIN, PATRICIA W.	14-05-211-016-1081	48 SMITH	50.00
SUTHERLAND, ZENA B.	20-14-210-041-1001	05 HOLT	50.00
SWARTZBERG, RUTH	17-03-108-016-1125	43 BERNARDINI	50.00
SWEDEN, MINNIE B.	20-23-124-019-0000	05 HOLT	50.00
SWEENEY, GEORGE R.	20-23-124-019-0000	05 HOLT	50.00
SWIMMER, GERTRUDE	14-06-212-006-0000	40 O'CONNOR	50.00
SYLVAN, MAURICE	14-05-403-019-1148	48 SMITH	50.00
SYLVESTER, VIRGINIA M.	20-14-223-034-0000	05 HOLT	50.00
SZAYEVICZ, SIMON & PAULINE	13-12-223-038-0000	40 O'CONNOR	50.00
TADMAN, GLORIA M.	17-03-108-016-1047	43 BERNARDINI	50.00
TAGHERT, FRANCIS	17-03-103-028-1108	43 BERNARDINI	50.00
TANKIN, ROBERT	14-05-203-011-1135	49 MOORE	50.00
TANDARICH, ANTOINETTE A.	19-34-430-042-1003	18 MURPHY	50.00
TANSEY, MARY	11-30-307-097-0000	50 STONE	50.00
TANTILLO, SYLVIA	11-31-120-019-0000	50 STONE	50.00
TEEGARDEN, JOSEPH A. & FLORENCE M.	20-14-223-032-0000	05 HOLT	50.00
TEICHMAN, NAOMI	13-12-115-034-0000	40 O'CONNOR	50.00
TEMPLER, JEANNE	14-05-407-017-1123	48 SMITH	50.00
TENENBAUM, JOSEPH	13-01-328-054-0000	40 O'CONNOR	50.00
TESCHER, GEORGE C	13-12-235-034-0000	40 O'CONNOR	50.00
TESLER, GUSSIE	14-05-211-023-1050	48 SMITH	50.00
THORSON, DOROTHY	14-33-106-004-0000	43 BERNARDINI	50.00
TILKIN, ELI & SHIRLEY	13-12-231-046-0000	40 O'CONNOR	50.00
TOCUS, EDWARD C.	14-08-203-017-1519	48 SMITH	50.00
TOTARO, JEAN V.	13-18-411-005-1024	38 ALLEN	50.00
TOTORIS, FELIX A.	19-19-214-025-1009	23 ZALEWSKI	50.00
TOUGH, LORRAINE J.	12-11-115-022-1012	41 DOHERTY	50.00
TOWNZEL, ESTELLA	20-24-428-002-0000	05 HOLT	50.00
TRACZI, NATALIE	13-17-107-203-1004	38 ALLEN	50.00
TRAST, EVELYN	11-31-118-011-0000	50 STONE	50.00
TRIPP, HELEN M.	10-31-409-060-1018	41 DOHERTY	50.00
TROCK, MURIEL	14-06-212-006-0000	40 O'CONNOR	50.00
TULSKY, ALEX	14-28-109-009-0000	44 HANSEN	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
TUHNO, KATIE A.	12-11-310-071-1061	41 DOHERTY	50.00
TUREK, BERNADETTE M.	9-36-112-029-1005	41 DOHERTY	50.00
TYLER, LUCILLE E.	9-36-400-031-1008	41 DOHERTY	50.00
TYPLIN, LEE	14-05-203-011-1274	49 MOORE	50.00
UNDERWOOD, WILLIAM E.	20-14-223-032-0000	05 HOLT	50.00
UNFANGER, WILLIAM	17-03-108-016-1131	43 BERNARDINI	50.00
UNGER, TRUDY	13-12-227-055-0000	40 O'CONNOR	50.00
URBAN, ANTHONY	11-30-307-094-0000	50 STONE	50.00
VAN EYCKE, MARGARET I.	9-36-425-050-1005	41 DOHERTY	50.00
VAN HECKE, ALICE	13-31-107-024-1024	36 BANKS	50.00
VANANCY, BESSIE	14-08-310-024-0000	46 SHILLER	50.00
VANDERBECK, CATHERINE	14-28-318-064-1049	43 BERNARDINI	50.00
VARELLAS, EVE E.	17-10-401-005-1043	42 NATARUS	50.00
VARGO, ELIZABETH	14-28-201-015-1214	44 HANSEN	50.00
VARGO, JOHN S.	14-21-111-007-1124	46 SHILLER	50.00
VARJABEDIAN, ALICE	9-36-229-041-1002	41 DOHERTY	50.00
VARPA, AUSEKLIS,	11-29-303-023-0000	49 MOORE	50.00
VEENBAAS, FRED	17-03-215-013-1217	42 NATARUS	50.00
VERRET, FLORENCE	20-14-223-034-0000	05 HOLT	50.00
VIKSTROM, CHARLOTTE M.	20-14-223-032-0000	05 HOLT	50.00
VITTENSON, RUTH	14-05-215-015-1283	48 SMITH	50.00
VITUCCI, JEANNE M.	13-18-410-033-1005	38 ALLEN	50.00
VOLZ, LOUISE	13-19-412-032-1009	38 ALLEN	50.00
WADE, BURTON J.	17-03-103-029-1012	43 BERNARDINI	50.00
WADLER, EDITH M.	14-06-214-017-0000	50 STONE	50.00
WAGNER, ALFRED	20-26-226-008-0000	05 HOLT	50.00
WAGNER, JOSEPH F.	13-17-107-209-1019	38 ALLEN	50.00
WALLACH, LORRAINE B.	20-14-112-001-0000	05 HOLT	50.00
WALLER, BEATRICE	14-06-212-006-0000	40 O'CONNOR	50.00
WALLER, THATCHER	17-03-103-024-0000	43 BERNARDINI	50.00
WALTHER, MARIANNE L.	20-24-420-001-0000	05 HOLT	50.00
WARD, IRVING M.	20-24-420-001-0000	05 HOLT	50.00
WASHTIEN, JOSEPH L.	14-06-212-006-0000	40 O'CONNOR	50.00
WEBB, MAZOLA M.	20-24-419-018-1029	05 HOLT	50.00
WEBER, SEYMOUR	14-06-213-014-0000	40 O'CONNOR	50.00
WECHSLER, JOSEPH R.	14-05-211-021-1009	48 SMITH	50.00
WEINER, CHARLES	10-36-400-040-0000	50 STONE	50.00
WEINER, PAUL	20-14-208-003-0000	05 HOLT	50.00
WEINSTEIN, LEONARD	17-03-108-016-1021	43 BERNARDINI	50.00
WEIS, WESLEY E.	10-31-417-050-1025	41 DOHERTY	50.00
WEISMAN, EUGENE	14-28-200-004-1189	44 HANSEN	50.00
WEISS, JOSEPH	14-06-212-006-0000	40 O'CONNOR	50.00
WEISZ, HETTIE E.	14-28-318-077-1382	43 BERNARDINI	50.00
WENTZ, VIDA B.	20-14-223-032-0000	05 HOLT	50.00
WESTBERG, RAYMOND	20-14-223-032-0000	05 HOLT	50.00
WESTERMAN, MAXWELL	17-03-101-027-1019	43 BERNARDINI	50.00
WEZALIS, EDWARD A	12-11-121-037-1013	41 DOHERTY	50.00
WHITE, VIVIAN	20-24-420-001-0000	05 HOLT	50.00
WICK, ELISABETH W	20-14-208-003-0000	05 HOLT	50.00
WIDEIKIS, JOHN G.	19-19-202-075-1008	23 ZALEWSKI	50.00
WILBON, JOHNNIE	20-23-410-017-0000	05 HOLT	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
WILCZENSKI, JEAN J.	13-07-218-033-1006	41 DOHERTY	50.00
WILLIAMS, CARDETTA	20-24-425-008-1001	05 HOLT	50.00
WILLIAMS, ELLA M.	14-16-301-041-1370	46 SHILLER	50.00
WILLIAMS, RACHEL	20-13-103-009-0000	05 HOLT	50.00
WILSON, LEAH	14-05-202-019-1039	49 MOORE	50.00
WINTER, STANLEY H.	14-28-318-064-1243	43 BERNARDINI	50.00
WIRSZUP, IZAAK	20-14-215-028-0000	05 HOLT	50.00
WITKOWSKY, JACK	14-28-322-015-0000	43 BERNARDINI	50.00
WITT, DIANA	14-05-203-011-1233	49 MOORE	50.00
WIWAT, ALMA C.	9-36-419-110-1005	41 DOHERTY	50.00
WOLFF, MARVIN S.	14-05-403-019-1134	48 SMITH	50.00
WROBEL, ALFRED J.	12-01-311-078-0000	41 DOHERTY	50.00
YACULLO, WILLIAM V.	14-06-214-017-0000	40 O'CONNOR	50.00
YANKEE, VIRGINIA	12-11-121-031-1007	41 DOHERTY	50.00
YASSINGER, MARBETH	17-04-216-064-1045	42 MATARUS	50.00
YEAGER, ALVIN I.	17-03-103-028-1029	43 BERNARDINI	50.00
YOUNG, MARIE	14-06-213-014-0000	40 O'CONNOR	50.00
YUKNIS, BERTHA	14-08-310-024-0000	46 SHILLER	50.00
ZABOROWSKI, CATHERINE	14-06-219-013-0000	40 O'CONNOR	50.00
ZARA, FRANK	13-31-118-036-1007	36 BANKS	50.00
ZARENSKI, MORRIS	13-12-213-003-0000	40 O'CONNOR	50.00
ZAVILYANSKI, MARK	10-36-118-005-1243	50 STONE	50.00
ZBIKOWSKI, WANDA H.	10-31-409-062-1039	41 DOHERTY	50.00
ZELLNER, ARNOLD	20-14-209-026-0000	05 HOLT	50.00
ZENTZ, EDITH V.	17-03-103-028-1225	43 BERNARDINI	50.00
ZESNER, DAVID M	20-12-110-034-1001	05 HOLT	50.00
ZEUCH, W. VIRGINIA	20-14-223-032-0000	05 HOLT	50.00
ZIDOFF, ANN	14-05-211-021-1067	48 SMITH	50.00
ZIEGLER, JEROME	14-08-203-016-1021	48 SMITH	50.00
ZIMBLER, HAROLD L.	17-03-101-029-1194	43 BERNARDINI	50.00
ZIMOS, WILLIAM J.	9-36-109-033-1005	41 DOHERTY	50.00
ZUBA, TED H.	13-17-107-209-1003	38 ALLEN	50.00
		* TOTAL AMOUNT	50,050.00

(Continued from page 1051)

Bayne, Diane and State Farm Mutual Insurance

Beier, Liza R.

Bennett, Ernella

Berry, Clarice

Bittner, Thomas F.

Bizzotto, Frank M.

Brown, Dianna

Carillo, Enrique and American Ambassador Casualty Company

Cole, Steve

Cysewski, Paul and Tracy and Chicago Motor Club Insurance Company

De Los Santos, David

De Simone, Louis

Dukes, Christine

Eaks, Charles A.

Ellison, George

Enterprise Rent-A-Car

Erdman, Steven

Ereneta, Paula S.

Figio, Sarah

First Unity Cathedral

Ford, Doris

Fox, James W.

Friedman, Allen

Funchess, Talitha

Gardner, Stella Mary

Gathing, Nancy Ann

Goldsmith, Robert J.

Gonzalez, Mark H. and American Family Insurance

Grabowski, David J.

Gray, Henry and Standard Mutual Insurance Company

Green, Charles A.

Grogan, George T.

Haddas, Charles and Scottsdale Insurance Company

Hahn, Rick

Hale, Stanley

Hamm, Aleen D.

Hartzol, Jr., Lee Gusta

Hoffman, Jean W. and Allstate Insurance Company

Horton, Ronald

Hough, Roy and Amex Assurance Company

Hummel, John

Jackson, Betty

Jackson, Michael Alan

Johnson, Robert B.

Kaput, John and Pamela, doing business as Orbit and American Live Stock Insurance Company

King, Maurice J.

Knox, John and Loretta

Kohn, Nancy and Standard Mutual Insurance Company

Kuzyk, Anna and General Casualty

Landecho, Maximailiano

Leach, Wesley

Lopez, Carmen G.

Lucas, Leonard

Lutynski, Stella

Mackic, Ahmed

Margetic, Norberto

Martin, Robert (2)

Matimg, Jubril Wale

McClinton, Karen

Mendelson, Peter and Continental Loss Adjusting

Minued, Lorane

Morgan, Salena

Mueller, Robert W.

Murphy, Richard P.

Nanos, Mary

Nieves, Haydee

Nowak, Irene M.

O'Neal, Labern and Barbara

Palafox, Jose

Peterson, Victoria A.

R & R Auto Body

River Lites

Rivera, Francisco

Robinson, Elaine D.

Salazar, Natividad

Schlaman, Arthur and PHH Accident Management

Shanley, Kevin

Simmons, Oliver

Simon, Joann

Stephen, Florine

Strickland, Hollis and American Family Insurance Company

Swaczuk, Veronica

The Peoples Gas Light and Coke Company

Thurman, Robert

Tiongson, Mabel

Tucker, Verneda

Tyler, Dolores

Vasquez, Eddie

Walton, Minnie L.

Windle, Darryl R.

Wofford, Ann B.

Wojnicki, Henry

Wos, Richard

Xia, Baolou

Ziolkowski, Edmund and State Farm Insurance Company,

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Do Not Pass -- VARIOUS CONDOMINIUM REFUSE REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, Condominium Refuse Rebate Division, to which was referred on January 12, 1995 and subsequent dates, sundry claims as follows:

Ward	Condo/Co-Op Name	Period	Date Submitted	Amount
4th	Four Corners II Condominium Association	92-C	01-12-95	$2,144.00
43rd	Slingerland Condominium Association	92-C	01-12-95	$2,002.00

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Placed On File -- APPLICATIONS FOR CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration four (4) applications for City of Chicago charitable solicitation (tag day) permits:

A. Cystic Fibrosis Foundation
August 11 and 12, 1995 -- citywide;

B. American Diabetes Association
September 15 and 16, 1995 -- citywide;

C. Illinois Food Pantry, Inc.
May 26 through December 31, 1995 -- citywide; and

D. Vietnam Veterans of America, Chapter 209
May 20, 1995 and October 21, 1995 -- citywide,

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.*

Re-Referred -- EXEMPTION OF MUSEUM OF SCIENCE AND INDUSTRY FROM PAYMENT OF ALL CITY FEES AND LICENSES FOR YEAR 1996.

The Committee on Finance submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance presented by Alderman Bloom (5th Ward) authorizing the

issuance of all necessary licenses and permits, free of charge, to the Museum of Science and Industry for the year 1996, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the proposed ordinance transmitted herewith to the Committee on Finance.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Finance* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Action Deferred -- AMENDMENT OF TITLE 4, CHAPTER 120 OF MUNICIPAL CODE OF CHICAGO BY DEFINING "SPRAY PAINT".

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

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of Chapter 4-120 of the Municipal Code of the City of Chicago concerning spray paint, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

SECTION 1. Chapter 4-120 of the Municipal Code of Chicago is hereby amended by inserting the new language in italics, as follows:

Article III.

Paint Stores.

4-120-100 License -- Fee.

The annual fee for a retail paint store license shall be as set forth in Section 4-5-010.

4-120-110 Paint Spray Cans And Markers.

It shall be unlawful for any person holding a retail business license to sell paint in spray cans to any person or to sell any marker containing a

fluid which is not water soluble and has a point, brush, applicator or other writing surface of three-eighths of an inch or greater to any person.

4-120-111 Paint In Spray Cans -- Defined.

Paint in spray cans means means a pigmented coating system contained in a singular, upright, disposable can, greater than 6 ounces, for handheld application.

SECTION 2. The City Council shall conduct a hearing to consider the effectiveness of this amendment one hundred twenty (120) days from the effective date of this ordinance.

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

Action Deferred -- AMENDMENT OF TITLE 2 OF MUNICIPAL CODE OF CHICAGO BY ADDING CHAPTER 151 TO ESTABLISH EMPOWERMENT ZONE/ENTERPRISE COMMUNITY COORDINATING COUNCIL.

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

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of the Municipal Code of the City of Chicago by adding a new Chapter 2-151, which would establish an Empowerment Zone/Enterprise Community Coordinating Council, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

WHEREAS, In Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66), the Congress of the United States authorized the United States Department of Housing and Urban Development to designate not more than six (6) Empowerment Zones and not more than sixty-five (65) Enterprise Communities in urban areas of the United States; and

WHEREAS, Empowerment Zones and Enterprise Communities are authorized for economically disadvantaged areas, and are intended to be areas of concentrated economic development activity, developed through implementation of strategic plans involving economic opportunity, sustainable community development, community-based partnerships, and strategic vision for change of the affected community; and

WHEREAS, Pursuant to ordinances passed by the City Council of the City of Chicago on April 13, 1994 (published at pages 48392 -- 48393 of the Journal of Proceedings of the City Council of that date), and on May 18, 1994 (published at pages 50685 -- 50708 of the Journal of Proceedings of the City Council of that date), the City's Commissioner of Planning and Development submitted the City's application for designation of one Empowerment Zone and/or one or more Enterprise Communities within eligible areas in the City; and

WHEREAS, The United States Department of Housing and Urban Development approved the City's application for designation of an Empowerment Zone on December 21, 1994; and

WHEREAS, The award of an Empowerment Zone to the City was the result of an unprecedented collaborative effort among community residents, community organizations, local businesses, the City, Cook County and the State of Illinois in the development of the required strategic plans; and

WHEREAS, An Empowerment Zone awardee, the City of Chicago will receive a minimum of $100,000,000 in the Title XX funds from the United States Department of Health and Human Services; and

WHEREAS, The City of Chicago, community groups and representatives of the areas comprising the Empowerment Zone and proposed Enterprise Communities have agreed upon seven strategic initiatives for the affected areas, including economic empowerment, human and organizational capacity building, youth futures, development of affordable and accessible housing, public safety, cultural diversity, and linking health and human services; and

WHEREAS, An interim Coordinating Council, consisting of representatives of the affected communities, the State of Illinois and the City, has engaged in discussion and deliberations on the manner of achieving the objectives and purposes of the Empowerment Zone and proposed Enterprise Communities; and

WHEREAS, It is necessary and desirable to establish a mechanism whereby all segments of the community can continue to work together in order to achieve the objectives and purposes of the Empowerment Zone and Enterprise Community program through the same broad-based collaboration that led to the City's successful application; now, therefore,

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Chapter 2-151 in italics, as follows:

2-151-010 Definitions.

As used in this Chapter:

"Coordinating council" or "council" means the Empowerment Zone/Enterprise Community Coordinating Council established under this chapter;

"E.Z." means the Empowerment Zone established under Public Law 103-66 and the Chicago Empowerment Zone Ordinances;

"E.C." or "proposed E.C." means a proposed enterprise community under Public Law 103-66 and the Chicago Empowerment Zone Ordinance;

"Chicago Empowerment Zone Ordinances" means the ordinances passed by the City Council of the City of Chicago (1) on April 13, 1994 (published at pages 48392 -- 48393 of the Journal of Proceedings of the City Council of that date), authorizing application for designation of an Empowerment Zone and Enterprise Communities in the City; and (2) on May 18, 1994 (published at pages 50685 -- 50708 of the Journal of

Proceedings of the City Council of that date), approving a map of the proposed Empowerment Zone and Enterprise Communities;

"Strategic plan" means the strategic plan submitted to the United States Department of Housing and Urban Development as part of the application submitted pursuant to the Chicago Empowerment Zone Ordinances, and as it may be amended from time to time.

2-151-020 Coordinating Council Established -- Membership.

The Empowerment Zone/Enterprise Community Coordinating Council is hereby created. The council shall consist of 39 members, a majority of whom shall be residents of the E.Z./E.C. areas. Membership shall be allocated as follows:

(1) Fifteen community representative members appointed by the Mayor with the advice and consent of the City Council. Of these, twelve members shall be appointed to represent the three non-contiguous areas comprising the E.Z., and three members shall be appointed to represent the proposed E.C.s. Community representative members must be residents of an E.Z. area or a proposed E.C..

(2) Six business representative members appointed by the Mayor with the advice and consent of the City Council. Business representative members shall represent businesses located within the E.Z./E.C. areas, including businesses that have a potential to provide employment to E.Z. and E.C. residents.

(3) Ten government members as follows: one member appointed by the Governor to represent that office; one member appointed by the president of the Cook County Board in a manner consistent with law to represent that office; one representative of the Department of Planning and Development, appointed by the Mayor; and seven members appointed by the Mayor to represent local governmental agencies or bodies.

(4) Three at-large business representatives, appointed by the Mayor with the advice and consent of the City Council. Of the three at-large business representative members, one shall represent the Economic Development Commission and one shall represent an association of city area businesses.

(5) Five at-large members shall be appointed by the Mayor with the advice and consent of the City Council to represent any of the following:

the not-for-profit service community with the city;

the philanthropic community;

the education community;

other local governmental units;

any other unrepresented or under-represented constituency.

Initial members of the coordinating council shall serve for a term expiring September 30, 1997, or until their respective successors are appointed and qualified. Thereafter, members shall serve terms of two years or until their successors are appointed and qualified. Members may be reappointed.

2-151-030 Nomination Procedure.

All community representatives, business representatives, and at-large members shall be selected through a community-driven nomination process, in which any interested person may nominate any eligible person to the Mayor. In order to be eligible, a nominee must (a) be within one of the categories of membership described in Section 2-151-020; (b) be at least 18 years of age; and (c) give his or her consent to the nomination. Nominations shall be solicited from local and city-wide organizations, and from the public at large. No later than 150 days before the expiration of terms, the council shall announce through appropriate advertisement and distribution of information that nominations will be accepted in accordance with this section. A nomination must be in writing and shall include the category or categories for which the nominee is eligible. Nominations must be submitted to the mayor no sooner than 90 days and no later than 60 days prior to the beginning of the term for which a person is nominated; provided, however, that nominations for the original coordinating council shall be submitted within 30 days after the effective date of this chapter. Selection of community representatives, business representatives and at-large members shall be limited to nominations received by the mayor within the specified time period.

2-151-040 Executive Committee.

The council shall establish an executive committee that shall consist of a chairperson, vice-chairperson, secretary, treasurer, and chairpersons of all standing committees. The executive committee shall call meetings, establish meeting dates and shall have such other powers as the council shall provide.

2-151-050 Coordinating Council -- Powers And Duties.

The purpose of the coordinating council is to coordinate the implementation and periodic revision of E.Z./E.C. strategic plans. It shall have the following powers and duties:

(a) to advise the city and other participating governments on all aspects of strategic plan implementation, including:

(1) allocation of Title XX funds awarded to the city for its E.Z. in accordance with the strategic plan;

(2) provision of social and other services in accordance with the seven strategic initiative areas noted in the strategic plan;

(3) necessary redevelopment activities including land acquisition and demolition;

(4) use of creative financing tools to support strategic plan implementation;

(5) use of State of Illinois and local government funds allocated for E.Z./E.C. initiatives; and

(6) development of an annual budget for expenditure of E.Z. /E.C. funds;

(b) to establish short-term and long-term benchmarks for assessing implementation of the strategic plan;

(c) to monitor use of all public and private funds allocated for E.Z./E.C. use, and to prepare related quarterly reports;

(d) to be subject to an independent annual audit;

(e) to promote collaborative activities conducted by participating governments, local businesses and E.Z./E.C. communities that support strategic plan implementation;

(f) to conduct outreach to expand the network of active participants from all sectors throughout the E.Z./E.C. communities;

(g) to solicit and accept public and private contributions of funds, services and real estate or property of any type to assist the implementation of the strategic plan;

(h) to incorporate as provided in Section 2-151-060;

(i) to expend funds made available from non-governmental sources;

(j) to receive, review and make recommendations on all applications for allocations of E.Z./E.C. funds. The Commissioner of Planning and Development shall act as liaison between the coordinating council and

the City Council and shall provide staff support for this function. Recommendations on use of funds will be submitted through the Commissioner of Planning and Development to the City Council; and

(k) to establish procedures and rules for its operation, not inconsistent with this chapter.

2-151-060 Authority To Incorporate.

The council may incorporate as a not-for-profit, tax exempt corporation, if incorporation is approved by a majority of the council's membership, to fulfill the purposes specified in this chapter. The corporation counsel shall assist the council in preparing articles of incorporation consistent with this chapter. The corporation may adopt by-laws that are consistent with the purposes of this chapter.

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

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

ACCEPTANCE OF GRANT FUNDS FROM ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS TO ASSIST IN IMPLEMENTATION OF AUSTIN LABOR FORCE INTERMEDIARY PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 17, 1995.

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 Illinois Department of Commerce and Community Affairs necessary to

assist in the implementation of the Austin Labor Force Intermediary 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") through its Department of Human Services (the "Department") has been awarded grant funds (the "Grant Funds") from the Illinois Department of Commerce and Community Affairs in an amount up to $75,000; and

WHEREAS, The Grant Funds will be used by the Department for developing and facilitating school-to-work programs with emphasis on office technology and graphic arts and print shop at the Austin Community Academy of the Chicago Public Schools for the Austin Labor Force Intermediary Program (the "Program"); now, therefore,

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

SECTION 1. The sum of $75,000 not previously appropriated representing Grant Funds is hereby appropriated from Fund 925 -- Grant Funds for the year 1995 for the purpose described in the preamble.

SECTION 2. The Comptroller is hereby directed to disburse the Grant Funds received as required to carry out the purpose of the Program.

SECTION 3. This ordinance shall take effect upon its passage and approval.

ACCEPTANCE OF GRANT FUNDS FROM UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO ASSIST DEPARTMENT OF HUMAN SERVICES IN IMPLEMENTATION OF YOUTHNET PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 17, 1995.

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 United States Department of Housing and Urban Development necessary to assist the Department of Human Services in the implementation of the Youthnet 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") through its Department of Human Services (the "Department") has been awarded grant funds (the "Grant Funds") from the United States Department of Housing and Urban Development in the amount of $249,000; and

WHEREAS, The Grant Funds will be used by the Department for sports activities specifically earmarked for at-risk youth (the "Youthnet Program"); now, therefore,

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

SECTION 1. The sum of $249,000 not previously appropriated representing Grant Funds is hereby appropriated from Fund 925 -- Grant Funds for the year 1995 for the purpose described in the preamble.

SECTION 2. The Comptroller is hereby directed to disburse the Grant Funds received as required to carry out the purpose of the Youthnet Program.

SECTION 3. This ordinance shall take effect upon its passage and approval.

ACCEPTANCE OF GRANT FUNDS FROM ILLINOIS ENVIRONMENTAL PROTECTION AGENCY TO FUND COMPOSTING RESIDENTIAL LANDSCAPE WASTE PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 17, 1995.

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 Illinois Environmental Protection Agency necessary to fund the Composting Residential Landscape Waste 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") through its Department of Streets and Sanitation (the "Department") has been awarded grant funds (the "Grant Funds") from the Illinois Environmental Protection Agency in the amount of $1,760,000; and

WHEREAS, The Grant Funds will be used by the Department primarily for composting landscape waste generated from the City's residential separate collection program (the "Program"); now, therefore,

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

SECTION 1. The sum of $1,760,000 not previously appropriated representing Grants Funds is hereby appropriated from Fund 925 -- Grant Funds for the year 1995 for the purpose described in the preamble.

SECTION 2. The Comptroller is hereby directed to disburse the Grant Funds received as required to carry out the purpose of the Program.

SECTION 3. This ordinance shall take effect upon its passage and approval.

ACCEPTANCE OF GRANT FUNDS FROM CHICAGO PUBLIC LIBRARY FOUNDATION TO ASSIST IN ENHANCEMENT OF DEPARTMENTAL AUTOMATION INFRASTRUCTURE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 17, 1995.

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 Public Library Foundation necessary to assist in the implementation of departmental automation enhancement, 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") by and through its Public Library (the "Department") has been awarded grant funds (the "Grant Funds") by the Chicago Public Library Foundation; and

WHEREAS, The Department will use the Grant Funds to hire an expert to enhance the automation infrastructure of the Department (the "Program"); now, therefore,

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

SECTION 1. The sum of $57,816 not previously appropriated representing Grants Funds is hereby appropriated from Fund 925 -- Grant Funds for the year 1995 for the purpose described in the preamble.

SECTION 2. The Comptroller is hereby directed to disburse the Grant Funds received as required to carry out the purpose of the Program.

SECTION 3. This ordinance shall take effect upon its passage and approval.

ACCEPTANCE OF GRANT FUNDS FROM ILLINOIS DEPARTMENT OF CONSERVATION TO FUND PUBLICATION AND DISTRIBUTION OF ARBOLES DE LA CIUDAD ("CITY TREES") INSTRUCTIONAL PAMPHLET.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 17, 1995.

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 State of Illinois Department of Conservation necessary to fund the publication and distribution of the "City Trees" instructional pamphlet in the Spanish language, 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chicago is home to people of varying backgrounds and languages, having a common interest in promoting a healthful and pleasing environment within the City; and

WHEREAS, The planting and proper care of trees can contribute to a healthful and pleasing environment by deterring soil erosion, helping to cleanse the air, and providing visual beauty; and

WHEREAS, The proper care of trees can be aided by the presentation of instructional materials in various languages; and

WHEREAS, The State of Illinois Department of Conservation has offered the City of Chicago a grant of $6,000 to obtain the printing and distribution of the "City Trees" instructional pamphlet in the Spanish language; now, therefore,

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

SECTION 1. The sum of $6,000 not previously appropriated for the year 1995, representing a grant from the State of Illinois Department of Conservation, is hereby appropriated from Fund 925 -- Grant Funds for the year 1995.

SECTION 2. Subject to approval of the Corporation Counsel as to form and legality, the Commissioner of the Environment is authorized to execute a grant agreement for use of the funds appropriated in Section 1 hereof for the printing and distribution of the "City Trees" instructional pamphlet in the Spanish language and entitled "Arboles de la Ciudad".

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

ACCEPTANCE OF GRANT FUNDS FROM ILLINOIS DEPARTMENT OF TRANSPORTATION TO PROVIDE HISTORIC STREET-LIGHTING FIXTURES IN PORTIONS OF LOGAN SQUARE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 17, 1995.

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 State of Illinois Department of Transportation and the execution of an agreement necessary to provide historic streetlighting fixtures in certain portions of Logan Square, 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Transportation of the State of Illinois (the "State"), under 605 ILCS 5/4-409 (1992), as amended, may enter into a written contract with any other highway authority for the jurisdiction,

maintenance, administration, engineering or improvement of any highway or portion thereof; and

WHEREAS, The City of Chicago, through its Department of Streets and Sanitation (the "City"), applied to the State for grant funds under the Illinois Transportation Enhancement Program to improve the historic boulevard system of the City by purchasing and installing historic streetlight fixtures and poles on specific segments of the Logan Square neighborhood in the City, including Logan Boulevard from Interstate 90/94 to Logan Square, Logan Square, Kedzie Boulevard, Palmer Square and Humboldt Boulevard (the "Project"); and

WHEREAS, The State and the City, in the interest of the safe and efficient movement of vehicular traffic, find it necessary to construct the Project; and

WHEREAS, The State and the City wish to avail themselves of $1,157,360 in federal "Innovative Projects" grant funds awarded to the City under Section 1107 of the Intermodal Surface Transportation Efficiency Act of 1991 (the "Grant") for the construction, engineering and supervision of the Project; and

WHEREAS, The State and the City have concurred in the use of the Grant for the Project; and

WHEREAS, The total cost of the Project is estimated to be $1,446,702 of which the Grant comprises eighty percent (80%); and

WHEREAS, As a condition for receiving the Grant, a local share in the amount of $289,342 comprising twenty percent (20%) of the estimated costs of the Project (the "Local Share") is required to be provided; and

WHEREAS, To monitor effectively the expenditure of the Grant and Local Share (the "Project Funds") to be provided through the State, the City and the State shall enter into an agreement (the "Individual Project Agreement") with respect to the Project; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part of this ordinance.

SECTION 2. The Commissioner of the Department of Streets and Sanitation (the "Commissioner") is hereby authorized, subject to the approval of the Budget Director and of the Corporation Counsel as to form and legality, to enter into and execute an Individual Project Agreement substantially in the form attached hereto as Exhibit A.

SECTION 3. The Commissioner is authorized to execute such additional documents in connection with such Individual Project Agreement as may be

necessary or required by the State or federal government to carry out the purpose and intent of this ordinance and the Individual Project Agreement as executed, and is further authorized to execute revisions relative to budgetary items within the Individual Project Agreement, upon approval by the State, as long as such revisions are within the budgetary constraints as provided therein or by the City Council.

SECTION 4. The City Council hereby appropriates and authorizes the expenditure of the Project Funds for the Project in such amounts as may actually be received from the State, but not to exceed $1,446,702.

SECTION 5. The City Clerk is hereby 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 6. This ordinance shall be in full force and effect by and from the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Individual Project Agreement.

Logan Square Historic Streetlighting.

Federal Project No.:	STPTE-00D1 (368)
City Section:	94-E5002-00 LT
State Job No.:	C-88-036-94
C.D.O.T. Job No.:	E-5-002

Project Costs And Funding.

The estimated costs of the Project are:

Construction	(93%)	$1,345,400
Construction Engineering/Supervision ..	(7%)	101,302
TOTAL:	(100%)	$1,446,702

Based upon the current ratio of federal to non-federal funds for "Innovative Projects", the proportional participation for the Project will be:

Federal-Aid Share (80% of $1,446,702)	$1,157,360
Non-Federal Share (20% of $1,446,702)	289,342
TOTAL:	$1,446,702

This Agreement is entered into this _____ day of _____, 1995 by and between the State of Illinois, acting through its Department of Transportation ("State") and the City of Chicago, acting through its Department of Streets and Sanitation ("City").

Witnesseth:

Whereas, The State, under 605 ILCS 5/4-409 (1992), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement or any highway or portion thereof; and

Whereas, The City applied to the State for grant funds under the Illinois Transportation Enhancement Program to improve the historic boulevard system of the City by purchasing and installing historic streetlight fixtures and poles on specific segments of the Logan Square neighborhood in the City, including Logan Boulevard from Interstate 90/94 to Logan Square, Logan Square, Kedzie Boulevard, Palmer Square and Humboldt Boulevard (the "Project"); and

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to construct the Project; and

Whereas, The State and the City wish to avail themselves of $1,157,360 in federal "Innovative Projects" grant funds as authorized under Section 1107 of the Intermodal Surface Transportation Efficiency Act of 1991 (the "Grant") for the construction, engineering and supervision of the Project; and

Whereas, The State and the City have concurred in the use of the Grant for the Project; and

Whereas, The total cost of the Project is estimated to be $1,446,702, of which the Grant comprises eighty percent (80%); and

Whereas, As a condition for receiving the Grant, a local share in the amount of $289,342, comprising twenty percent (20%) of the estimated costs of the Project (the "Local Share"), is required to be provided; and

Whereas, To monitor effectively the expenditure of the Grant and Local Share to be provided through the State, the City and the State desire to enter this Agreement with respect to the Project; and

Whereas, The City Council of the City enacted an ordinance on _____, 1995, published at pages _____ through _____ of the Journal of Proceedings of the City Council of said date, which authorizes the Commissioner of the Department of Streets and Sanitation, subject to the review of the Corporation Counsel and the approval of the Budget Director, to execute this Agreement or amendments thereto with respect to the Project; and

Whereas, Before construction can proceed, the City is required to prepare all preliminary and final plans, specifications and estimates for the Project; and

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

Now, Therefore, The parties hereto, in consideration of the mutual covenants herein contained, agree as follows:

Article I.

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

Article II.

The State Hereby Agrees As Follows:

2.01

To reimburse the City for the federal share of the costs incurred in connection with the Project as herein identified, upon receipt of progressive billings supported by documentation as required by the State and/or the Federal Highway Administration;

2.02

To give administrative assistance and guidance to the City during all phases of the Project;

2.03

To review, approve and submit to the Federal Highway Administration without delay all submittals which require Federal Highway Administration review, approval or other action; and

2.04

To provide such guidance, assistance and supervision, and to monitor and perform audits to the extent necessary to assure the validity of the City's certification of compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 in connection with activities of the City described under Section 3.02.

Article III.

The City Hereby Agrees As Follows:

3.01

For any "Preliminary Engineering" Project: upon approval from the State and/or the Federal Highway Administration, and either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all necessary surveys, compile the data and prepare the design and location studies, hold the required public hearings, prepare the

required environmental studies and final design reports, perform the engineering for the necessary right-of-way acquisition and the relocation and/or adjustment of City-owned electrical and water utilities, and prepare the final plans, specifications, estimates and all other documents or agreements required to let and award contracts or otherwise construct the Project, all of which is herein referred to as "Preliminary Engineering";

3.02

For any "Right-Of-Way Acquisition" Project: (a) to prepare, or cause to be prepared, studies, surveys, plans, plats, legal descriptions and estimates of cost for said right-of-way acquisition and to acquire in its name and at its own expense, subject to reimbursement as herein provided, all necessary rights-of-way in accordance with the requirements of Titles II and III of the Uniform Relocation and Acquisition Act of 1970, the requirements of which shall be carried out in accordance with established State policies and procedures as now in effect or hereafter revised or amended; and (b) prior to the advertisement by the City for bids, to certify to the State that the City has complied with all requirements of Titles II and III of the Uniform Relocation and Acquisition Act of 1970, which certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration;

3.03

For any "Construction" Project: upon approval from the State and/or the Federal Highway Administration, to let and award contracts for the Project, and/or cause to be provided all force account construction and construction engineering/supervision for the Project as herein identified, in accordance with approved plans and specifications and established procedures of the City, the State and/or the Federal Highway Administration;

3.04

To finance the work covered under this Agreement pending progressive reimbursement by the State of the federal share of costs, to appropriate such funds as are necessary therefor and to prepare a complete and accurate breakdown of the costs of the Project;

3.05

To comply with all applicable State and federal executive orders, laws and regulations pertaining to equal opportunity and nondiscrimination

legislation including but not limited to the following: Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990; the Department of Justice Nondiscrimination Regulations, 28 C.F.R., Part 42, subparts C, D, E and G; the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq.; and the Illinois Environmental Barriers Act, 410 ILCS 25/1, et seq.;

3.06

To maintain, for a minimum of five years after the completion of any contract awarded pursuant to bids and/or force account construction and construction engineering/supervision, adequate books, records and supporting documents to verify the amounts, recipients and uses of all funds disbursed in conjunction with such contracts and/or force account construction and construction engineering/supervision; making such contract and all books, records and supporting documents related to such contract and the Project available for review and audit by the Auditor General; and to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials, with the knowledge that failure to maintain the books, records and supporting documents so required shall establish a presumption in favor of the State for the recovery of any funds paid by the State under such contract and/or for such Project for which adequate books, records and supporting documentation are not available to support their purported disbursement; and

3.07

That failure on the part of the City to fulfill its responsibilities pursuant to Sections 3.05 and 4.02 may render the City ineligible for future federal participation in any project for which the City has responsibilities similar to those hereunder until such failures are corrected.

Article IV.

The Parties Hereto Mutually Agree As Follows:

4.01

Prior to initiation of any construction work hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and the State;

4.02

Upon completion of any construction work hereunder, the City will maintain or cause to be maintained those portions of the improvements under its established jurisdictional authority in a manner satisfactory to the State and Federal Highway Administration and the State will maintain or cause to be maintained those portions of the improvements under its established jurisdictional authority in a manner satisfactory to the Federal Highway Administration;

4.03

The City shall be responsible for one hundred percent (100%) of the costs of any work not eligible for federal participation;

4.04

Standard federal-aid procedures and requirements shall apply to all phases of any federally funded Project;

4.05

This Agreement and the covenants contained herein shall be void ab initio in the event the work contemplated herein is not authorized within one year of the execution of this Agreement by the City; and

4.06

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

In Witness Whereof, The City and the State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the City of Chicago

This _____ day of _____, _____

By: _____
Commissioner,
Department of Streets and
Sanitation

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

_____
Assistant Corporation Counsel

Approved:

By: _____
Budget Director

Executed by the State of Illinois

This _____ day of _____, _____

By: _____
Director of Highways,
Illinois Department of
Transportation

AMENDMENT OF 1995 ANNUAL APPROPRIATION ORDINANCE BY ESTABLISHMENT OF CHICAGO POLICE OFFICER HOME OWNERSHIP INCENTIVE PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the 1995 Annual Appropriation Ordinance necessary to establish the Chicago Police Officer Home Ownership Incentive 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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 Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, By separate ordinance (the "Program Ordinance"), the City proposes to establish an incentive program (the "Program") to encourage the rebuilding of the City's low- and moderate-income neighborhoods through the provision of down-payment and closing cost assistance to Chicago Police officers who are purchasing a home in qualifying areas of the City; and

WHEREAS, It is expected that there will be an excess of revenue in certain funding sources in the City's 1995 Annual Appropriation Ordinance, as amended; and

WHEREAS, The City desires to transfer certain funds within Corporate Fund No. 100 as further described in Exhibit A attached hereto and hereby made a part hereof for purposes of financing the Program; now, therefore,

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

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

SECTION 2. Subject to passage of the Program Ordinance, the 1995 Appropriation Ordinance is amended by striking the words and figures and adding the words and figures indicated in Exhibit A hereto.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendment To The 1995 Annual Appropriation Ordinance.

100 -- Corporate Fund

Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
	Finance General -- 99				
	Other Operating Expenses -- 2005				
.0051	Claims under Unemployment Insurance Act		$2,555,998		$2,455,998
	Department Of Housing -- 21				
	For Specific Purpose -- As Specified				
.9151	Expenditures Related to C.P.D. Incentive Program			0	100,000

AUTHORIZATION FOR TRANSFER OF SURPLUS MONIES FOR PAYMENT OF CITY'S SHARE OF OPERATION, MAINTENANCE AND REPAIR OF RICHARD J. DALEY CENTER.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 17, 1995.

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 $762,000.00, 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

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
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

---

* Also involves other projects for other lessees.

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 incident 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, 1994, 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	$ 29,000
$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	$502,000
$30,000,000 Public Building Commission of Chicago, Revenue Bonds Series "A" of 1978	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	$231,000

; and

WHEREAS, The Public Building Commission of Chicago has approved a Budget in the amount of $14,561,580 for the proper operation and maintenance of the Richard J. Daley Center (not including steam to the City Hall) and a Budget in the amount of $13,257,757 for capital projects at the Daley Center for the fiscal year January 1, 1995 to December 31, 1995, and the City of Chicago's share of said Budgets are $1,769,560 and $1,742,069, respectively; 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 $762,000, 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 Operation, 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	$ 29,000
$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 Operation, 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	$ 2,000

Bond Indenture	Lease	Purpose	Amount
$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 Operation, 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	$ 31,000

; 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 $762,000 standing to its credit on December 31, 1994, in the Surplus Accounts under the following Bond Indentures in satisfaction and payment of its portion, namely $1,769,560 of said Budget for the operation, maintenance and repair of the Richard J. Daley Center for the fiscal year January 1, 1995 to December 31, 1995:

Bond Resolution	Amount
$38,000,000 Public Building Commission of Chicago, Building Revenue Bonds, Series "A" of 1975	$ 29,000
$36,000,000 Public Building Commission of Chicago, Building Revenue Bonds, Series "B" of 1975	$502,000
$30,000,000 Public Building Commission of Chicago, Building Revenue Bonds, Series "A" of 1978	$231,000

SECTION 2. That this ordinance shall be in full force and effect immediately upon its passage and publication as required by law.

AMENDMENT OF 1994 ANNUAL APPROPRIATION ORDINANCE TO ASSIST IN AFFORDABLE HOUSING BOND INITIATIVE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the 1994 Annual Appropriation Ordinance necessary to assist in the Affordable Housing Bond Initiative, 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The 1994 Corporate Fund Ordinance is amended by striking the words and figures and adding the words and figures indicated in Exhibit A attached hereto.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Fund 100 -- 1994 Corporate Fund

Code	Department And Item	Strike Amount	Add Amount
	Department Of Housing Multi-Family Loan Program -- 2005		
.9103	Rehabilitation Loans and Grants	$2,000,000	
	Department Of Housing Affordable Housing Bond Initiatives -- 2005		
.9034	Affordable Housing Bond Initiatives		$2,000,000

APPROPRIATION OF FUNDS TO ASSIST "SUMMER OF CHALLENGE" PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an appropriation of funds necessary to assist in the "Summer of Challenge" 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is dedicated to creating and supporting constructive, positive activities for young people throughout the City for the summer months, including summer jobs, skills development activities, sports and recreational activities, tutoring and mentoring; and

WHEREAS, The City of Chicago has developed a comprehensive initiative to provide these opportunities to the City's youth called the "Summer of Challenge", including the Student Builders Program, Youth Jamborees, Community Academies, Mentoring Initiatives, Community Support Initiative, Youth Arts for Housing, Playlot Reconstruction, Summer Sports Camps and the Youth Delinquency Prevention Program; and

WHEREAS, The City has loan recapture funds available from the United States Department of Housing and Urban Development Action Grant program (the"U.D.A.G. Program") and the Summer of Challenge Initiative is an eligible expense of the U.D.A.G. Program loan recapture funds; now, therefore,

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

SECTION 1. The sum of $3,710,365 not previously appropriated is hereby appropriated from Fund 899 -- Urban Development Action Grant loan recapture -- subject to all applicable terms, conditions and restrictions contained in 24 C.F.R. 570 of the Code of Federal Regulations and as indicated in the attached Exhibit A.

SECTION 2. This ordinance shall be effective as of the date of its passage.

Exhibit "A" referred to in ordinance reads as follows:

Exhibit "A".

Fund 899 -- Urban Development Action Grant Loan Recapture.

Code	Department And Item	Add Amount
	Department Of Cultural Affairs -- 23	
	Youth Arts For Housing -- 2670	
.0140	Professional and Technical Services	$ 84,336

Code	Department And Item	Add Amount
.0340	Materials and Supplies	$ 15,664
	Department Of Human Services -- 53	
	Planning And Administration -- 2505	
.0140	Professional and Technical Services	190,000
.0270	Local Transportation	75,000
	Youth Delinquency Prevention -- 2560	
.0140	Professional and Technical Services	275,365
	Alternative Schools Network	25,000
	Aspira	27,500
	BUILD	50,000
	Faith Center Church	15,000
	Hellenic Foundation	25,000
	Horner Association of Men	10,000
	Polish Welfare Association	60,000
	Saint Matthew Church	20,000
	Westside Baptist Ministers Conference	42,865
	Mentoring Initiatives -- 2580	
.0140	Professional and Technical Services	650,000
	Illinois National Guard	350,000
	Boys and Girls Clubs	100,000
	YMCA	100,000

Code	Department And Item	Add Amount
	Chicago Youth Centers	$ 100,000
	Student Builders -- 2590	
.0140	Professional and Technical Services	84,336
	Uptown Habitat for Humanity	500,000
	Community Academies -- 2610	
.0140	Professional and Technical Services	500,000
	Vendors TBD	500,000
	Playlot Reconstruction -- 2620	
.0140	Professional and Technical Services	270,000
	I Have a Dream Foundation	270,000
	Community Support Initiative -- 2630	
.0140	Professional and Technical Services	200,000
	Vendors TBD	200,000
	Park District Summer Sports Camps -- 2640	
.0140	Professional and Technical Services	350,000
	Youth Jamborees -- 2650	
.0140	Professional and Technical Services	100,000

Code	Department And Item	Add Amount
	Department Of Streets And Sanitation -- 81	
	Bureau of Street Operations -- 2045	
	Neighborhood Cleanup Program -- 2650	
.0140	Professional and Technical Services	$500,000

AUTHORIZATION FOR TRANSFER OF FUNDS FOR YEAR 1995 WITHIN CITY COUNCIL COMMITTEE ON BUILDINGS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1995 within the City Council Committee on Buildings, 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) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1995. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1995 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Contingencies	100	15-2250	0700	$2,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2250	0300	$2,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Buildings during the year 1995.

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

AUTHORIZATION FOR INSTALLATION OF WATER MAINS AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration ten (10) orders (under separate committee reports) authorizing the installation of water mains at various locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of West Arthington Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,074 feet of 12-inch ductile iron water main in West Arthington Street, from South Independence Boulevard to South Central Park, at a total estimated cost of $238,018.87 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01675.

Portion Of North Cleaver Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,905 feet of 8-inch ductile iron water main in North Cleaver Street, from West Division Street to West LeMoyne Street, at a total estimated cost of $371,285.89 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01678.

Portion Of West Eastman Street.

Ordered, That the Commissioner of Water is hereby authorized to install 755 feet of 8-inch ductile iron water main in West Eastman Street, from North Kingsbury Street to North Halsted Street, at a total estimated cost of $155,829.34 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-10687.

Portion Of West Montrose Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 822 feet of 8-inch and 834 feet of 24-inch ductile iron water main in West Montrose Avenue, from North California Avenue to 415 feet east of the east line of North Manor Avenue, at a total estimated cost of $422,283.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01682.

Portion Of West Normal Parkway.

Ordered, That the Commissioner of Water is hereby authorized to install 1,540 feet of 8-inch ductile iron water main in West Normal Parkway, from South Normal Boulevard to 187 feet west of the west line of South Yale Avenue, at a total estimated cost of $295,642.15 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01690.

Portion Of North Oliphant Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,770 feet of 8-inch ductile iron water main in North Oliphant Avenue, from North Avondale Avenue to North Canfield Avenue, at a total estimated cost of $364,091.15 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01681.

Portion Of South Peoria Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,969 feet of 8-inch ductile iron water main in South Peoria Street, from West 83rd Street to West 86th Street, at a total estimated cost of $392,741.24 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01686.

Portion Of South Prospect Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,762 feet of 12-inch and 191 feet of 8-inch ductile iron water mains in South Prospect Avenue, from West 103rd Street to West 107th Street, at a total estimated cost of $799,354.12 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01684.

Portion Of South St. Lawrence Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,415 feet of 8-inch ductile iron water main in South St. Lawrence Avenue, from East 65th Street to East 67th Street, at a total estimated cost of $305,001.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01696.

Portions Of West 63rd Place, South Narragansett Avenue, South Nottingham Avenue, West 64th Street, South Normandy Avenue, South Melvina Avenue And South Mobile Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 9,631 feet of 48-inch concrete water main in West 63rd Place, from South Major Avenue to South Nottingham Avenue; South Narragansett Avenue, from West 63rd Place to 61 feet north of the north line of West 63rd Place; South Nottingham Avenue, from West 63rd Place to West 64th Street; 3,052 feet of 36-inch concrete water main in West 64th Street, from South Nottingham Avenue to South Harlem Avenue; South Nottingham Avenue, from West 64th Street to West 65th Street; South Normandy Avenue, from West 63rd Place to West 65th Street; South Melvina Avenue, from West 63rd Place to West 65th Street; and 340 feet of 16-inch ductile iron water pipe in South Mobile Avenue, from West 63rd Place to West 63rd Street, at a total estimated cost of $6,649,547.30 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01312.

COMMITTEE ON BUILDINGS.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following reports:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration various sign orders, begs leave to recommend that Your Honorable Body do *Pass* ten sign orders submitted May 2, 1995 (one sign, 5th Ward; three signs, 27th Ward; one sign, 32nd Ward; one sign, 34th Ward; one sign, 36th Ward; one sign, 37th Ward; one sign, 44th Ward; and one sign, 46th Ward) which are transmitted herewith.

This recommendation was concurred in by all the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

3906 North Broadway.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Victor Sign Corporation, 2530 Crawford Avenue, Evanston, Illinois 60201, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at south face painted wall sign at 3906 North Broadway:

Dimensions: length, 30 feet; height, 16 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 480 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3658 North Clark Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Victor Sign Corporation, 2530 Crawford Avenue, Evanston, Illinois 60201, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at south face painted wall sign at 3658 North Clark Street:

Dimensions: length, 13 feet, 6 inches; height, 24 feet
Height Above Grade/Roof to Top of Sign: 46 feet
Total Square Foot Area: 324 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1555 -- 1557 West Diversey Parkway.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Lite-Rite Electric Co., P.O. Box 323, Downers Grove, Illinois 60515, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1555 -- 1557 West Diversey Parkway (retail/office):

Dimensions: length, 36 feet; height, 10 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 49 feet
Total Square Foot Area: 378 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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218 West Division Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Lite-Rite Electric Co., P.O. Box 323, Downers Grove, Illinois 60515, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 218 West Division Street (retail):

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7124 West Grand Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Liberty Sign Company, 655 Lunt Avenue, Schaumburg, Illinois 60193, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7124 West Grand Avenue (Super Trak):

Dimensions: length, 36 feet, 4 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 17 feet, 6 inches
Total Square Foot Area: 145.34 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

10700 South Halsted Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Art & Son Sign, Inc., 1090 Brown Street, Wauconda, Illinois 60084, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 10700 South Halsted Street (Delray Farms Fresh Market):

Dimensions: length, 18 feet, 0 inches; height, 23 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 35 feet, 6 inches
Total Square Foot Area: 686 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1556 North LaSalle Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Image Media, Inc., Suite 400, 642 North Dearborn Street, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1556 North LaSalle Street (retail office):

Dimensions: length, 36 feet; height, 10.5 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 360 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4428 West North Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Liberty Sign Company, 655 Lunt Avenue, Schaumburg, Illinois 60193, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4428 West North Avenue (Super Trak):

Dimensions: length, 36 feet, 4 inches; height, 3 feet, 10 inches
Height Above Grade/Roof to Top of Sign: 19 feet, 5 inches
Total Square Foot Area: 145.34 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

870 North Orleans Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Lite-Rite Electric Co., P.O. Box 323, Downers Grove, Illinois 60515, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 870 North Orleans Street (retail):

Dimensions: length, 30 feet; height, 30 feet
Height Above Grade/Roof to Top of Sign: 42 feet
Total Square Foot Area: 900 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7240 South Stony Island Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to The Holland Design Group, Inc., 1090 Brown Street, Wauconda, Illinois 60084, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7240 South Stony Island Avenue (Delray Farms, Inc.):

Dimensions: length, 9 feet, 6 inches; height, 35 feet, 5 inches
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 343 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

APPROVAL OF AMENDMENT NUMBER 11 TO CENTRAL WEST REDEVELOPMENT PLAN FOR CHANGE OF LAND USE DESIGNATION TO FACILITATE ONGOING REVITALIZATION.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance, transmitted with a communication signed by Mayor Richard M. Daley, approving Amendment No. 11 to the Central West Redevelopment Plan to change the land use designation for fifteen blocks to facilitate ongoing revitalization, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PERCY GILES,
Vice Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-124 of the Municipal Code of the City of Chicago, the City Council established the Community Development Commission (the "Commission"); and

WHEREAS, The Commission is authorized to assume the functions of the former Department of Urban Renewal in the promotion of the redevelopment of project areas; and

WHEREAS, The former Department of Urban Renewal and the City Council of the City of Chicago heretofore approved the Central West Redevelopment Plan (the "Plan"), as amended, for the Central West Urban Renewal Area (the "Project Area"); and

WHEREAS, By Resolution No. 95-CDC-10, adopted on March 14, 1995, the Commission approved Amendment No. 11 to the Central West Redevelopment Plan (the "Amended Plan") for the Project Area, which consists of a revised Land Use Plan; and

WHEREAS, The City Council has reviewed said Amendment No. 11 to the Plan, and has determined that the Plan is in accord with contemporary principles of urban planning and with the general recommendations of the Chicago Plan Commission for the area, and the City Council desires to evidence its approval of Amendment No. 11; now, therefore,

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

SECTION 1. Amendment No. 11 to the Central West Redevelopment Plan, as amended, dated April 11, 1995, is hereby approved.

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

APPROVAL OF PROPERTIES AT SPECIFIED LOCATIONS AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration proposed resolutions, introduced by Alderman Huels (11th Ward), Alderman Munoz (22nd Ward), Alderman Watson (27th Ward) and Alderman Gabinski (32nd Ward) authorizing Class 6(b) tax incentives for specified properties pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolutions and substitute resolution which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PERCY GILES,
Vice Chairman.

On motion of Alderman Giles, the said proposed resolutions and substitute resolution transmitted with the foregoing committee report were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said resolutions as adopted (the italic heading in each case not being a part of the resolution):

1800 West Fulton Street.

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance, as amended, 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 or located within a State of Illinois Certified Enterprise Zone; 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, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, Goose Island Beer Company (hereinafter referred to as the "Purchaser") of the property commonly known as 1800 West Fulton Street, Chicago (hereinafter referred to as the "Subject Property") has a contract to purchase the subject property which has been vacant and will undertake a program of rehabilitation and substantial rehabilitation with the expectation that a portion of the property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Purchaser intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of the City Enterprise Zone Number 4, as certified by the State of Illinois; and

WHEREAS, The Subject Property shall consist of approximately 43,107 square feet of improved building area. The substantial rehabilitation of the Subject Property will include the manufacturing facility and the distribution/warehouse space. The Subject Property will be retrofitted with the necessary brewery enhancements to become a state-of-the-art fifty (50) barrel brewhouse and high-speed packaging line; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended substantial rehabilitation and reutilization of said industrial facility for occupancy; and

WHEREAS, The execution of this substantial rehabilitation and reutilization for occupancy and the future use of the Subject Property will

provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Index Numbers for the Subject Property are 17-07-405-021-0000, 17-07-405-022-0000 and 17-07-405-023-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the improvements to and utilization thereof will generate significant new revenues to the City in the form of 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 Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance as amended March 16, 1992; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction and substantial rehabilitation and reutilization for occupancy of 1800 West Fulton 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 property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Tax Numbers 17-07-405-021-0000, 17-07-405-022-0000 and 17-07-405-023-0000; 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 adoption and approval, or as otherwise provided by law.

1735 -- 1747 West Grand Avenue.

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance, as amended, 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, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, AMTAB Manufacturing Company, Inc. (the "Owner") of the property commonly known as 1735 -- 1747 West Grand Avenue, Chicago (hereinafter referred to as the "Subject Property"), will undertake new construction of a 2,100 square foot expansion on the existing structure with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone No. 4; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that it manufactures various types of folding tables and conference tables; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property 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 Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Index Number for the Subject Property is 17-07-227-005-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the new construction of 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 Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of 1735 -- 1747 West Grand 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 Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 17-07-227-005-0000; 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.

2001 South Kilbourn Avenue.

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

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

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for the tax abatement incentive; and

WHEREAS, Able Electro-Polishing Company, hereafter referred to as (the "Owner") of the property commonly known as 2001 South Kilbourn Avenue, Chicago (hereinafter referred to as the "Subject Property"), has purchased the Subject Property which qualifies for the tax abatement as defined in the Ordinance and will undertake a program of substantial

rehabilitation and new construction with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Ordinance; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone No. 1; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that Able Electro-Polishing Company has been a manufacturer of a high quality electro-polished metal parts used in the medical, aerospace, food processing and automotive fields; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary and appropriate for the execution of the substantial rehabilitation of an existing 24,800 square foot building and the new construction of an additional 10,000 square feet; and

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

WHEREAS, The Permanent Real Estate Index Numbers for the Subject Property are 16-22-313-027-0000 and 16-22-313-039-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property the improvements to and utilization thereof will generate significant new revenues to the City in the form of 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 Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed improvements of 2001 South Kilbourn 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 Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers 16-22-313-027-0000 and 16-22-313-039-0000; 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.

1300 West North Avenue.

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

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

WHEREAS, Class 6(b) of this Ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for the tax abatement incentive; and

WHEREAS, The First Bank of Schaumberg Trust Number 93-1206 (hereinafter referred to as the "Owner") is the Owner of the Property commonly known as 1300 West North Avenue (hereinafter referred to as the "Subject Property") which qualifies for the tax incentive as defined in the Cook County Real Property Classification Ordinance and will undertake a program of substantial rehabilitation with the expectation that the property will be eligible for the Class 6(b) tax incentives pursuant to the Ordinance; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Owner will lease the Subject Property to Gently Used Office Furniture which will utilize it for industrial purposes as defined in the Cook County Real Property Classification Ordinance; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary and appropriate for the execution of the substantial rehabilitation; and

WHEREAS, The execution of this substantial rehabilitation and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Index Numbers for the Subject Property are 14-32-319-023-0000 and 14-32-319-024-0000; and

WHEREAS, The Subject Property is located in Enterprise Zone 4; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the improvements to and utilization thereof will generate significant new revenues to the City in the form of 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 Property is appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed improvements of 1300 West North 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 Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers 14-32-319-023-0000 and 14-32-319-024-0000; and

SECTION 4. The City of Chicago authorizes the County Assessor of the County of Cook to deem the Class 6(b) application for the Subject Property to have been filed in a timely manner prior to commencement of substantial rehabilitation; and

SECTION 5. 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.

1719 West 35th Street.

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

WHEREAS, The City of Chicago, (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, ACME Refining Scrap Iron & Metal Company, is the owner of the property commonly known as 1719 West 35th Street, Chicago, Illinois (hereinafter referred to as the "Subject Property") and intends to carry out extensive rehabilitation of existing structure and make suitable for use unused and underutilized structure and expand improvements on the Subject Property in the expectation that the Subject Property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Subject Property will be occupied by ACME Refining Scrap Iron & Metal Company, and used for the operation of refining scrap iron and metal; and

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

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

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

WHEREAS, The Permanent Real Estate Index Number for the Subject Property is 17-31-405-002; now, therefore,

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

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

SECTION 2. The City of Chicago, Illinois hereby supports and consents to the Class 6(b) classification of the Subject Property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Tax Number 17-31-405-002; and

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

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

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818 West 37th Place.

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

WHEREAS, The City of Chicago (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, Quality Croutons, Incorporated, is the owner of the property commonly known as 818 West 37th Place, Chicago, Illinois (hereinafter referred to as the "Subject Property") and intends to carry out extensive rehabilitation of existing structure and make suitable for use unused and underutilized structure and expand improvements on the Subject Property in the expectation that the Subject Property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Subject Property will be occupied by Quality Croutons, Incorporated, and used for bakery operations and warehousing; and

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

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

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

WHEREAS, The Permanent Real Estate Index Number for the Subject Property is 17-32-413-021; now, therefore,

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

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

SECTION 2. The City of Chicago, Illinois hereby supports and consents to the Class 6(b) classification of the Subject Property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Tax Number 17-32-413-021; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

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

BOARD OF COMMISSIONERS OF COUNTY OF COOK REQUESTED TO ENTER "NO CASH" BID ON BEHALF OF CITY FOR ACQUISITION OF PROPERTY AT 3501 WEST FILLMORE STREET.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance, transmitted with a communication signed by Mayor Richard M. Daley, requesting the County of Cook to enter a no-cash bid on the property located at 3501 West Fillmore Street pursuant to the City's Tax Reactivation Program, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) PERCY GILES,
Vice Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, There exists within the City of Chicago blighted, vacant, dilapidated and tax delinquent properties which contribute to the decline of commercial areas within the City's neighborhoods; and

WHEREAS, These tax delinquent properties and the resultant blight contribute to the decline of neighborhoods and are harmful to the health,

prosperity, economic stability and general welfare of the citizens of Chicago; and

WHEREAS, The Property Tax Code provides that the County may enter No Cash Bids on tax delinquent properties on behalf of municipalities; and

WHEREAS, The City has created the Chicago Tax Reactivation Program to aid the private sector in acquiring tax delinquent properties for the purpose of, among other things, creating new industry and jobs for its residents; and

WHEREAS, The Department of Planning and Development has found the developers identified on Exhibit A attached hereto to be qualified to participate in the Program; and

WHEREAS, The City is interested in acquiring the parcel of property identified on Exhibit A for conveyance to the qualified developer in furtherance of the Program; now, therefore,

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

SECTION 1. The Board of Commissioners of Cook County is hereby requested to enter No Cash Bids on the Parcel identified on Exhibit A ("Parcel") and to assign its interest in the Parcel to the City of Chicago.

SECTION 2. The Commissioner of the Department of Planning and Development is authorized to provide the Board with all necessary and required information to assure the entering of the No Cash Bids and the assignment of the County's interest in the Parcel to the City.

SECTION 3. The Commissioner is further authorized to negotiate and execute a redevelopment agreement and all other documents which may be required or necessary to implement the intent and objectives of the Program with the developer listed on Exhibit A, subject to the approval of the Corporation Counsel.

SECTION 4. The Department of Planning and Development is directed to provide annual status reports on the Parcel to the Cook County Department of Economic Development for a period of five years.

SECTION 5. The Corporation Counsel or her designee is authorized to take all necessary steps to obtain the tax deed for this Parcel. The City will be responsible for all costs and legal fees associated with the acquisition of the Parcel. The Corporation Counsel is further authorized to take whatever other legal action may be required pursuant to the County's No Cash Bid Program, including petitioning the Circuit Court to declare a sale in error in the event any Parcel should not have been offered for sale. If there are municipal liens on the Parcel, the Corporation Counsel is authorized to execute releases of all such liens.

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying the Parcel to the approved developer, subject to the approval of the Corporation Counsel.

SECTION 7. This ordinance shall be in full force and effective from and after its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Developer	Volume Number	Permanent Index Number	Address
Upward Bound, Inc.	561	16-14-422-013	3501 West Fillmore Street

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COMMITTEE ON HOUSING AND REAL ESTATE.

APPROVAL OF AMENDMENT NUMBER 23 TO NEAR WEST SIDE CONSERVATION PLAN FOR PROPERTY AT 1351 WEST HARRISON STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 1995.

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 an amendment of the Near West Side Conservation Plan at 1351 West Harrison Street, having had the same under advisement, begs leave to report and

recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago established the Community Development Commission (hereinafter referred to as the "Commission"); and

WHEREAS, The Commission is authorized to assume the functions of the former Department of Urban Renewal in the promotion of the redevelopment of project areas; and

WHEREAS, The former Department of Urban Renewal and the City Council of the City of Chicago heretofore approved the Near West Side Conservation Plan (the "Plan"), as amended, for the Near West Side Conservation Area (the "Conservation Area"); and

WHEREAS, On April 11, 1995, by Resolution No. 95-CDC-15, the Commission approved Amendment No. 23 to the Near West Side Conservation Plan (the "Amended Plan") for the Conservation Area, which

changed the land use for Parcel OS-98 (the "Parcel"), located at 1353 -- 1361 West Harrison Street, from open space to low density residential; and

WHEREAS, The City Council has considered said Resolution of the Commission and the land use from open space to low density residential for the Parcel, as recommended herein, and it is the sense of the City Council that Amendment No. 23 will promote the objectives of the Amended Plan; now, therefore,

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

SECTION 1. Amendment No. 23 to the Near West Side Conservation Plan, dated April 11, 1995, is hereby approved.

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

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTIES AT 1700 -- 1708 AND 1712 NORTH CLYBOURN AVENUE TO HARRY J. AND MARK S. SEIGLE FOR CONSTRUCTION OF PARKING LOT PURSUANT TO HOME RULE SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 1995.

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 1700 -- 1708 and 1712 North Clybourn 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Harry J. Seigle and Mark S. Seigle, ("Grantees"), 1331 Davis Road, Elgin, Illinois, have offered to purchase the Property from the City for the purpose of constructing a parking lot thereon for use in conjunction with their adjacent business; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantees in the amount of $207,000.00.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantees.

SECTION 3. The quitclaim deed conveying the Property to the Grantees 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 (5) 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.

SECTION 4. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lots 42, 43 and 45 in F. H. Winston's Subdivision of Block 7 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers: 14-32-423-047, 14-32-423-049 and 14-32-423-050.

Address: 1700 -- 1708 North Clybourn Avenue
1712 North Clybourn Avenue
Chicago, Illinois 60614

AUTHORIZATION FOR CONVEYANCE OF PROPERTY AT 814 WEST 69TH STREET TO QUALIFIED PARTICIPANT PURSUANT TO CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 10, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance authorizing the conveyance of property under the Chicago Abandoned Property Program (C.A.P.P.) at 814 West 69th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a 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 Real Estate Services Advisory Council 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" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 814 West 69th Street.

Participant: Betty Burden.

Purpose: Rehabilitation.

Permanent Index Number: 20-20-415-024.

Legal Description.

Lots 24 and 25 in Block 3 in Benedict's Subdivision of the northeast quarter of the southeast quarter of Section 20, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR CONVEYANCE OF PROPERTIES AT VARIOUS LOCATIONS TO QUALIFIED PARTICIPANTS PURSUANT TO CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 1995.

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 approving the conveyance of

property under the Chicago Abandoned Property Program (C.A.P.P.) at the following locations:

5909 -- 5911 West Corcoran Place

5811 South Indiana Avenue

1309 South Karlov Avenue

1106 -- 1110 East Marquette Road/6551 -- 6559 South University Avenue

4208 West Monroe 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 ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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):

5909 -- 5911 West Corcoran Place.

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 Real Estate Services Advisory Council 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" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 5909 -- 5911 West Corcoran Place.

Participant: United Faith Tabernacle Church.

Purpose: Rehabilitation.

Permanent Index Number: 16-08-401-005.

Legal Description.

Lot 3 in Block 1 in the subdivision of the north part of Block 16 in Austin's Second Addition to Austinville, being a subdivision of the west half of the southeast quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

5811 South Indiana 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 Real Estate Services Advisory Council 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" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 5811 South Indiana Avenue.

Participant: Saint Edmund's Redevelopment Corporation.

Purpose: Rehabilitation.

Permanent Index Number: 20-15-122-003.

Legal Description.

Lot 44 in Block 3 in Follansbee's Subdivision of Lots 17, 18, 21, 22, 23 and 24 in Newhall, Larned and Woodbridge's Subdivision of part of the northwest quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1309 South Karlov 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" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 1309 South Karlov Avenue.

Participant: Reverend Robert E. Moore.

Purpose: Rehabilitation.

Permanent Index Number: 16-22-214-004.

Legal Description.

Lot 45 in Block 7 in Merigold's Resubdivision of the north 50 acres of the east half of the northeast quarter of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

1106 -- 1110 East Marquette Road/6551 -- 6559 South University 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 Real Estate Services Advisory Council 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" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 1106 -- 1110 East Marquette Road/6551 -- 6559 South University Avenue.

Participant: Woodlawn East Community and Neighbors, Inc..

Purpose: Rehabilitation.

Permanent Index Number: 20-23-118-015.

Legal Description.

Lots 13 and 14 in Block 2 in Woodlawn Ridge Subdivision of the south half of the northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

4208 West Monroe 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 Real Estate Services Advisory Council 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" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 4208 West Monroe Street.

Participant: Grady Norwood, Jr.

Purpose: Rehabilitation.

Permanent Index Number: 16-15-201-037.

Legal Description.

Lot 21 in Block 1 in D. S. Place's Subdivision of the east half of the east half of the northwest quarter of the northeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

REVOCATION OF PRIOR APPROVAL FOR CONVEYANCE OF PROPERTIES AT VARIOUS LOCATIONS AND RECONVEYANCE TO SUBSTITUTE PARTICIPANTS PURSUANT TO CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 1995.

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 Housing approving the conveyance of property under the Chicago Abandoned Property Program (C.A.P.P.) at the following locations:

1241 South Central Park Avenue

6832 South Halsted 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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):

1241 South Central Park 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, 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" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 1241 South Central Park Avenue.

Previous Ordinance Date: January 12, 1994.

Participant: Castle Builders.

Substitute Participant: Upward Bound, Inc.

Purpose: Rehabilitation.

Permanent Index Number: 16-23-202-001.

Legal Description.

Lot 13 in the Gammon Theological Seminary Subdivision of part of Block 3 in D. Goodwin's Subdivision of the northwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded March 16, 1904 as Document Number 3511421, in Cook County, Illinois.

6832 South Halsted 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, 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 Buildings ("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" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 6832 South Halsted Street.

Previous Ordinance Date: January 12, 1994.

Participant: Citizens for Putting Black Men to Work.

Substitute Participant: Get God in the Mind, Faith Deliverer Victory Spiritual Ministries.

Purpose: Rehabilitation.

Permanent Index Number: 20-20-415-031.

Legal Description.

Lot 13 in Block 3 in Benedict's Subdivision of the northeast quarter of the southeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

APPROVAL FOR SALE OF DISPOSITION PARCEL C-1 WITHIN MADISON-WESTERN REDEVELOPMENT AREA TO UNITED STUDIO CENTER, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 1995.

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 a substitute ordinance for the sale of Disposition Parcel C-1 in the Madison-Western Redevelopment Area, 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 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 substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Chicago Municipal Code established the Community Development Commission (the "Commission"); and

WHEREAS, The City Council of the City of Chicago (the "City Council"), by ordinance passed July 13, 1994 approved the designation of the Madison-Western Redevelopment Area (the "Project Area") and the Madison-Western Redevelopment Plan, as amended (the "Amended Plan"); and

WHEREAS, On August 9, 1994 by Resolution No. 94-CDC-56 the Commission recommended the sale of Disposition Parcel C-1 in the Project Area to the United Studio Center, Inc. (the "Developer"); and

WHEREAS, Disposition Parcel C-1 (the "Parcel") consists of approximately 108,000 square feet of vacant land which is described in Exhibit A attached hereto; and

WHEREAS, The Developer proposes to pay $3.50 per square foot for each of the ten (10) City-owned parcels and vacated public alley described herein, or approximately $232,000, and the costs of acquisition of the remainder of the Parcel; and

WHEREAS, The Developer has proposed to acquire the Parcel for the purpose of constructing a three-story, 2.4 acre motion picture and television production studio with parking and a full service banking facility; and

WHEREAS, The proposed use is in accordance with the Madison-Western Redevelopment Plan; and

WHEREAS, The Developer has furnished satisfactory evidence as to its financial qualifications to redevelop the Parcel in accordance with its proposal; and

WHEREAS, The Council has considered the said Resolution of the Commission and the proposed sale of the Parcel recommended therein, and it is the sense of the Council that the sale is in the furtherance of the Madison-Western Redevelopment Plan and should be approved; now, therefore,

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

SECTION 1. The sale of Disposition Parcel C-1 and the vacated public alley described in Exhibit A attached hereto, in the Madison-Western Redevelopment Area, to the United Studio Center, Inc. is hereby approved for $3.50 per square foot or approximately $232,000, with the final total

price determined by survey, for the vacant City-owned land and vacated public alley, plus the cost of acquiring the remainder of the Parcel.

SECTION 2. The Commissioner of Planning and Development is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents as may be necessary to implement the sale and redevelopment of the Parcel and the vacated public alley, subject to the review and approval of such documents by the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed for the Parcel and vacated public alley to the Developer, subject to any covenants, conditions, and restrictions set forth in the redevelopment agreement.

SECTION 4. This ordinance shall be effective upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Address	Permanent Index Number	Total Square Feet	Total Price Per Square Foot
9 North Oakley Boulevard	17-07-329-023	3,400	Cost of Acquisition
2258 West Madison Street	17-07-329-024	2,400	Cost of Acquisition
2254 West Madison Street	17-07-329-025	1,500	Cost of Acquisition
2246 West Madison Street	17-07-329-028	3,700	$3.50
2248 West Madison Street	17-07-329-029	7,400	3.50
2238 West Madison Street	17-07-329-030	3,700	3.50
2240 -- 2244 West Madison Street	17-07-329-031	3,700	3.50
2228 --2236 West Madison Street	17-07-329-032	7,400	3.50

Address	Permanent Index Number	Total Square Feet	Total Price Per Square Foot
2226 West Madison Street	17-07-329-033	5,200	$3.50
2222 West Madison Street	17-07-329-034	5,200	Cost of Acquisition
2259 West Madison Street	17-18-101-001	4,100	Cost of Acquisition
2255 West Madison Street	17-18-101-002	5,500	Cost of Acquisition
2251 West Madison Street	17-18-101-003	2,800	Cost of Acquisition
2237 West Madison Street	17-18-101-005	9,400	$3.50
2231 West Madison Street	17-18-101-006	9,700	3.50
2225 West Madison Street	17-18-101-049	9,700	3.50
2221 West Madison Street	17-18-101-011	9,800	Cost of Acquisition
2201 West Madison Street	17-18-101-014	6,300	Cost of Acquisition
16 South Leavitt Street	17-18-101-022	3,300	$3.50

The public alley, 3,200 square feet described as follows for $3.50 per square foot:

the north 66 feet of the first north/south alley west of South Leavitt Street together with the east 132 feet of the first east/west 16 foot public alley south of 2201 West Madison Street in the block bounded by West Madison Street, South Oakley Boulevard and South Leavitt Street.

TERMINATION OF PRIOR AGREEMENT FOR CONVEYANCE OF CITY-OWNED PROPERTIES AT 6501 -- 6505 SOUTH EVANS AVENUE AND 6640 -- 6648 SOUTH MARYLAND AVENUE TO CITY LANDS CORP. AND APPROVAL OF RECONVEYANCE TO MARYLAND LIMITED PARTNERSHIP.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 1995.

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 approving the conveyance of property at the following locations:

6501 -- 6505 South Evans Avenue

6640 -- 6648 South Maryland 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, 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 received Certificates of Purchase for the properties located at 6501 -- 6505 South Evans Avenue (Permanent Index Number 20-22-223-001) and 6640 -- 6648 South Maryland Avenue (Permanent Index Number 20-23-120-031) ("Properties") and is in the process of acquiring title to the Properties through the Tax Reactivation Program ("T.R.P."); and

WHEREAS, The Properties had previously been awarded to City Lands Corp. by City Council ordinance passed on June 9, 1993, pursuant to the terms of T.R.P.; and

WHEREAS, City Lands Corp. has failed to satisfy its obligations under T.R.P. regarding the Properties and on October 26, 1994, had informed the City that it was withdrawing its interest in acquiring the Properties; and

WHEREAS, The Department of Housing published an Invitation for Proposals on December 1, 1994, in the *Chicago Sun-Times* newspaper in order to find a substitute developer for the Properties; and

WHEREAS, The Department has received two proposals in response to its published invitation and has reviewed said proposals; and

WHEREAS, The Department has selected the proposal of Maryland Evans Limited Partnership for the acquisition and rehabilitation of the Properties; and

WHEREAS, Maryland Evans Limited Partnership is an Illinois limited partnership to be formed which will have Maryland Evans, L.L.C., an Illinois limited liability corporation, as the sole general partner; and

WHEREAS, Maryland Evans Limited Partnership has agreed to reimburse the City for all of the legal fees and costs associated with acquiring tax deeds for the Properties in accordance with T.R.P.; 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 redevelopment agreement entered into between the City and City Lands Corp. dated June 28, 1993, regarding the Properties is hereby terminated and of no force and effect.

SECTION 3. The conveyance of the Properties to Maryland Evans Limited Partnership is hereby approved. The Commissioner of Housing is authorized to execute on behalf of the City a redevelopment agreement and all other documents which may be required to implement the conveyance of the Properties to Maryland Evans Limited Partnership, 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 quitclaim deeds conveying the properties to Maryland Evans Limited Partnership, or to a land trust of which Maryland Evans Limited Partnership is the sole beneficiary, subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall take effect upon its passage.

AUTHORIZATION FOR PURCHASE OF PROPERTIES AT 1343 WEST MADISON STREET AND 17 SOUTH LOOMIS STREET IN CONNECTION WITH 911 PROJECT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 1995.

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 negotiations for the purchase of property in connection with the 911 Project at the following locations:

1343 West Madison Street

17 South Loomis Street,

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

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary that the City of Chicago ("City") acquire for public use for the Department of Police the parcels of property commonly known as 1343 West Madison Street (Permanent Index Number 17-17-103-007) and 17 South Loomis Street (Permanent Index Numbers 17-17-104-007 and 17-17-104-008) (together, the "Property").

SECTION 2. The Commissioner of General Services is authorized to negotiate with the owner for the purchase of the Property.

SECTION 3. If the Commissioner and the owner are able to agree on the terms of the purchase, the Commissioner is authorized to purchase the Property in the name of and on behalf of the City of Chicago for the agreed price, subject to the approval of the City Council.

If the Commissioner is unable to agree with the owner of the Property on the terms of the purchase, 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. The Commissioner is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall be effective upon its passage.

DESIGNATION OF MARQUETTE-STONY ISLAND REDEVELOPMENT AREA.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 1995.

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 designation report for the Marquette-Stony Island Redevelopment Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Community Development Commission of the City of Chicago (the "Commission"), is authorized by Chapter 2-124-010 of the Municipal Code of the City of Chicago to designate redevelopment areas and, pursuant to said Chapter 2-124-010 has approved the designation of the Marquette-Stony Island Redevelopment Area on March 14, 1995; and

WHEREAS, The Marquette-Stony Island Redevelopment Area is bounded as follows:

a tract of land located in the east half of the northeast quarter of Section 23, Township 38, Range 14, east of the Illinois Central Railroad and east of the Third Principal Meridian in the City of Chicago, County of Cook, Illinois described as followed:

beginning at the intersection of the centerline of East 65th Street and the centerline of South Stony Island Avenue; thence south along the centerline of South Stony Island Avenue to its intersection with the centerline of East 67th Street; thence west along the centerline of East 67th Street to its intersection with the centerline of South Dorchester Avenue; thence north along the centerline of South Dorchester Avenue to its intersection with the centerline of East 65th Street; thence east along said centerline to the point of beginning

; and

WHEREAS, The City Council of the City of Chicago has studied the eligibility of the Marquette-Stony Island Redevelopment Area and desires to evidence its approval of the area as a redevelopment area; now, therefore,

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

SECTION 1. The designation of the Marquette-Stony Island Redevelopment Area is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage.

APPROVAL OF MARQUETTE-STONY ISLAND REDEVELOPMENT PLAN.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 1995.

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 redevelopment plan for the Marquette-Stony Island Redevelopment Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-124-010 of the Municipal Code of the City of Chicago (the "Code"), the Community Development Commission (the "Commission") has designated the Marquette-Stony Island Redevelopment Area (the "Project Area"), on March 14, 1995; and

WHEREAS, Pursuant to Chapter 2-124-010 of the Code, the Commission approved a redevelopment plan for the Project Area on March 24, 1995, entitled "Marquette-Stony Island Redevelopment Plan", which is incorporated herein by this reference; and

WHEREAS, The City Council of the City of Chicago has received said Marquette-Stony Island Redevelopment Plan and has determined that it is in accordance with contemporary planning principles; now, therefore,

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

SECTION 1. The Marquette-Stony Island Redevelopment Plan is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage.

Marquette-Stony Island Redevelopment Plan referred to in this ordinance reads as follows:

Marquette-Stony Island Redevelopment Plan.

I.

Introduction.

The Marquette-Stony Island Redevelopment Area is situated in the southeast section of the Woodlawn community. It is bounded by East 65th Street on the north, South Stony Island Avenue on the east, East 67th Street on the south and South Dorchester Avenue on the west. The area comprises 41.47 gross acres and is located approximately eight miles south of Chicago's Central Business District and one half ($\frac{1}{2}$) mile west of Lake Michigan (See Location Map, (Sub)Exhibit 1).

As part of the Woodlawn community, and like many other inner-city communities, the Marquette-Stony Island area has experienced a multi-decade cycle of disinvestment and deterioration characterized by property decline, abandonment, demolition, population loss, and increased incidence of crime. Strong, locally-based community organizations and institutions in Woodlawn, Hyde Park and South Shore have had significant success in revitalizing and redeveloping the areas to the north and south. To the east, Jackson Park is a major recreational area which provides Lakefront access, museums, golf courses, bike and running paths, boat moorings, picnic areas and other amenities.

Demolition of vacant or sub-standard buildings in this area over the last fifteen (15) years has resulted in over eleven (11) acres of vacant but developable land. In addition, approximately thirty percent (30%) of all structures in the area are in deteriorating or dilapidated condition. Even so, the potential for redevelopment is great due to a strong commitment to the area on the part of community-based organizations and institutions, its core of sound housing stock, and its strategic location and ready access to all modes of transportation. The broad revitalization strategy outlined in this Redevelopment Plan will support the development of a mixed-income community. Existing residents will be encouraged to seek financial assistance in order to rehabilitate, repair and maintain their properties. New development shall include single-family detached houses, townhouses, walk-up and garden apartments and mid-rise elderly housing all for a variety of income levels, both for sale and rental. All development shall occur in a manner consistent with existing land use patterns and appropriate to the support of a revitalized neighborhood life.

II.

Description Of Redevelopment Project.

A. The boundaries of the Marquette-Stony Island Redevelopment Area are as shown on the Boundary Map, (Sub)Exhibit 2.

B. Legal Description.

Beginning at the intersection of the centerline of East 65th Street and the centerline of South Stony Island Avenue; thence south along the centerline of South Stony Island Avenue to its intersection with the centerline of East 67th Street; thence west along the centerline of South Dorchester Avenue; thence north along the centerline of South Dorchester Avenue to its intersection with the centerline of East 65th Street; thence east along said centerline to the point of beginning.

III.

Redevelopment Plan Objectives.

The City of Chicago, through this Redevelopment Plan, seeks to accomplish the following objectives:

A. acquire and make available for redevelopment, vacant land and unoccupied deteriorated structures, in accordance with the land use controls and design guidelines contained herein;

B. encourage the maintenance, restoration, and reuse of existing structures, to the maximum extent feasible;

C. provide land for the construction of residential and related uses, including supporting recreational open space and off-street parking;

D. provide for mixed-income residential redevelopment and rehabilitation for both families and the elderly;

E. provide sufficient off-street parking to accommodate new and existing area residents, institutions, and commercial development;

F. provide the necessary right-of-way improvements or adjustments to facilitate improved traffic flow and for coordination of development;

G. assist in developing a process in which community residents, institutions, community organizations, and other interested parties may contribute to the revitalization process;

H. utilize the City of Chicago's affirmative action policy in the implementation of this Redevelopment Plan.

IV.

Land-Use Controls

A. Land-Use Plan -- The Land-Use Plan Map which is (Sub)Exhibit 4 to this report indicates the type and locations of predominant land-uses to be permitted in the project area.

B. Predominant Land-Use Provisions -- These provisions indicate that the development and redevelopment of land in this redevelopment area shall be subject to the regulations and controls set forth as follows:

1. Residential and Related Uses: The development of residential and related uses shall be by guidelines which shall provide for a range of housing types and income levels, including single-family homes, townhouses, apartments, and elderly housing. The rehabilitation, repair and maintenance of existing multi-family apartment buildings and single-family dwellings is strongly encouraged. Generally, new residential development should reflect character, density and height of the existing residential land-use patterns with specific provisions as follows:

-- off-street parking shall be provided at a minimum of one parking space per dwelling unit or if the building is for the use of the elderly, disabled or for single room occupancy parking spaces shall reflect the requirements of the Chicago Zoning Ordinance;

-- loading requirements shall be established in accordance with the Chicago Zoning Ordinance;

-- all new residential developments shall meet or exceed the requirements of the Chicago Landscape Ordinance;

-- the provisions of open space for both passive and active recreation is encouraged as an accessory use to residential uses.

(A) Medium Density.

1. New residential development and residential rehabilitation shall be developed in accordance with R4 requirements as set forth in the Chicago Zoning Ordinance.

2. A maximum of forty-eight (48) dwelling units per acre shall be permitted in these areas.

(B) High Density.

High density residential development, specifically for elderly housing, shall be permitted on the site bounded by the alley first north of East 66th Place on the north, the alley first west of South Stony Island Avenue on the east, East 66th Place on the south, and a line two hundred eighty (280) feet west of the alley first west of South Stony Island Avenue on the west.

1. New residential development shall be developed in accordance with R5 requirements as set forth in the Chicago Zoning Ordinance.

2. A maximum of one hundred eight (108) dwelling units per acre shall be permitted in these areas.

2. Commercial And Related Uses.

Areas designated for commercial use are intended to provide goods and services for the immediate neighborhood and surrounding community. Commercial uses shall be clustered in the areas designated on the Land-Use Plan Map (See (Sub)Exhibit 4). New retail and service developments and existing businesses shall be subject to the requirements of existing zoning districts as set forth in the Chicago Zoning Ordinance.

3. Institutional And Related Uses.

Institutional land-use areas provide space for the educational, recreational, and social institutions of the surrounding community. This may include, but is not limited to schools, community centers, libraries, churches, health care facilities, et cetera. Such institutions may be either public or private in nature.

4. Mixed-Use Development And Related Uses.

The mixed-use designation provides space for residential, commercial, institutional, and open space as described above. The purpose of this category is to create areas where different but complementary types of development benefit from being in close proximity to one another, thus enhancing neighborhood life.

C. Planning And Design Criteria.

The Department of Planning and Development has established the following design criteria for the redevelopment of the project area:

1. Building heights should not exceed four (4) stories or forty-five (45) feet above grade except for new development located in areas designated for high density residential development.

2. New residential development must be substantially in conformance with the character, scale, and proportions of existing structures. Setback requirements shall conform to the R4 Zoning Classifications.

3. Residential and incompatible non-residential uses shall be adequately screened and buffered from one another; off-street parking lots and loading areas for institutional and commercial developments shall be landscaped in order to screen them from residential areas.

4. Open space shall be adequate in size and configuration to serve the surrounding community.

5. Off-street parking for residential development shall be accessed from alleys. Curb cuts are strongly discouraged.

V.

Implementation.

The City of Chicago shall employ a comprehensive program of land clearance, redevelopment and rehabilitation in the project area as defined under "Redevelopment Plan" in Chapter 2-123-010(e) of the Municipal Code.

Such actions may include, but are not limited to, acquisition of unoccupied, improved property and vacant land, disposition or demolition of deteriorated or dilapidated structures, site preparation, site improvements, vacation and/or dedication of streets and alleys, assemblage of land into marketable disposition parcels, disposition of land for public and private development, and rehabilitation of structures to meet City codes and ordinances and other related development activities.

A. Acquisition.

1. The Acquisition Map ((Sub)Exhibit 3) indicates the parcels which the Department of Planning and Development is authorized to acquire for clearance and redevelopment in order to implement this Redevelopment Plan. Improved properties include:

1400 East 67th Street

1404 -- 1408 East 67th Street

1410 -- 1414 East 67th Street

1416 East 67th Street

1430 -- 1432 East 67th Street

All vacant land shall also be included on the Acquisition Map.

2. Private acquisition by developers will be encouraged wherever possible in preference to acquisition by the Department of Planning and Development.

B. Demolition.

The conditions under which property will be acquired and demolished are as follows:

1. For the purpose of vacant land assemblage and disposition.

2. When it has been determined that buildings: 1) are unoccupied; 2) are structurally unsound; 3) constitute incompatible land uses; 4) are overcrowded; 5) are functionally or economically obsolete; or 6) are identifiable hazards to the health, safety and welfare of the community.

C. Disposition.

1. Land-Use Provisions And Controls.

The specific types of land uses to be permitted in the redevelopment area are shown on the Land-Use Plan Map ((Sub)Exhibit 4). The controls imposed for each land-use category are set forth in Section IV above. Developers in the area will also be subject to the Redevelopment Plan Objectives (Section III of this plan) to the Chicago Zoning Ordinance and other applicable City ordinances.

2. Statement Of Obligations To Be Imposed On Redevelopers.

Redevelopers will be required to execute a contract, known as a Redevelopment Agreement, which, among other things, will contain a progress schedule satisfactory to the Department of Planning and Development.

3. Duration Of Controls.

The developers, their successors and assigns will be required by contract to observe the provisions of this Redevelopment Plan for a period of forty (40) years from the date of the first land disposition in the project area.

D. Rehabilitation.

Rehabilitation of residential properties by owners or private developers will be encouraged wherever possible. Provision of public and private financial and technical assistance shall be encouraged through government agencies, community organizations, private institutions and philanthropic groups.

E. Execution Of The Redevelopment Plan.

The following governmental entities will be responsible for carrying out the Redevelopment Plan:

1. The Department of Planning and Development (City of Chicago).

This department shall have primary responsibility for the execution of the Marquette-Stony Island Redevelopment Plan for the Community Development Commission pursuant to the Community Development Commission Ordinance. Included in such responsibilities are:

a. General supervision and responsibility for execution of the Redevelopment Plan;

b. Review of acquisition procedures, approval of acquisition prices, and approval of all other aspects of acquisition;

c. Negotiation with other public agencies with regard to acquisition by or from these agencies;

d. Coordination with other City departments, for property management, maintenance and relocation assistance, in accordance with City policies and applicable state and federal regulations;

e. Coordination of, with other City departments, all site clearance, site preparation, and site improvements, including, but not limited to, parkway landscaping, and sidewalk repair;

f. Coordination and/or installation, with other City departments, of right-of-way improvements including but not limited to, street and alley repairs and public utilities improvements;

g. Supervision and approval of all disposition activities;

h. Review and approval of all site and architectural plans submitted by redevelopers;

i. Any duties connected with project administration. This may include coordination of legal activities, public hearings, amendments to the Redevelopment Plan, revisions of the project budget, and any other activity relevant to the implementation of a redevelopment project.

2. Law Department (City of Chicago).

The Law Department will review all contracts entered into by the Department of Planning and Development in connection with this Redevelopment Plan.

VI.

Other Provisions Necessary To Meet Requirements Of Applicable Law Or Ordinance.

The Redevelopment Plan shall not supersede any applicable state and local ordinance including, but not limited to, the Chicago Zoning Ordinance, the Lakefront Protection Ordinance, the Building Code or the Chicago Landscape Ordinance.

VII.

Provisions For Amending The Redevelopment Plan.

Any change, amendments or revisions to the Marquette-Stony Island Redevelopment Plan shall be referred by the Department of Planning and Development to the Community Development Commission and the Chicago Plan Commission for consideration, review and recommendation prior to submission to the Chicago City Council for approval.

[(Sub)Exhibits 1, 2, 3 and 4 referred to in this Marquette-Stony Island Redevelopment Plan printed on pages 1192 through 1195 of this Journal.]

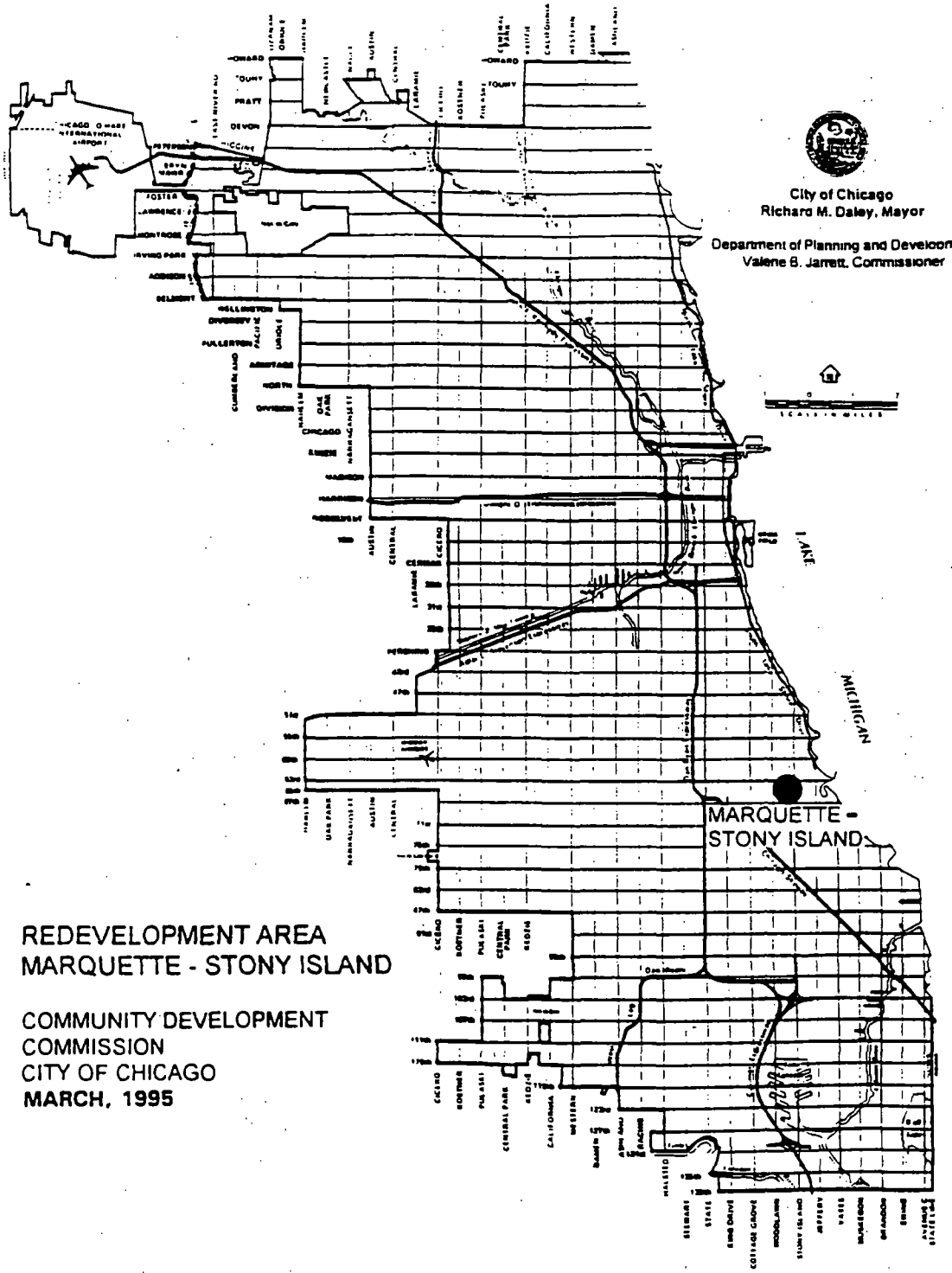
AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT AT 2056 NORTH DAMEN AVENUE FOR CHICAGO PUBLIC LIBRARY.
(Damen Avenue Branch)

The Committee on Housing and Real Estate submitted the following report:

(Continued on page 1196)

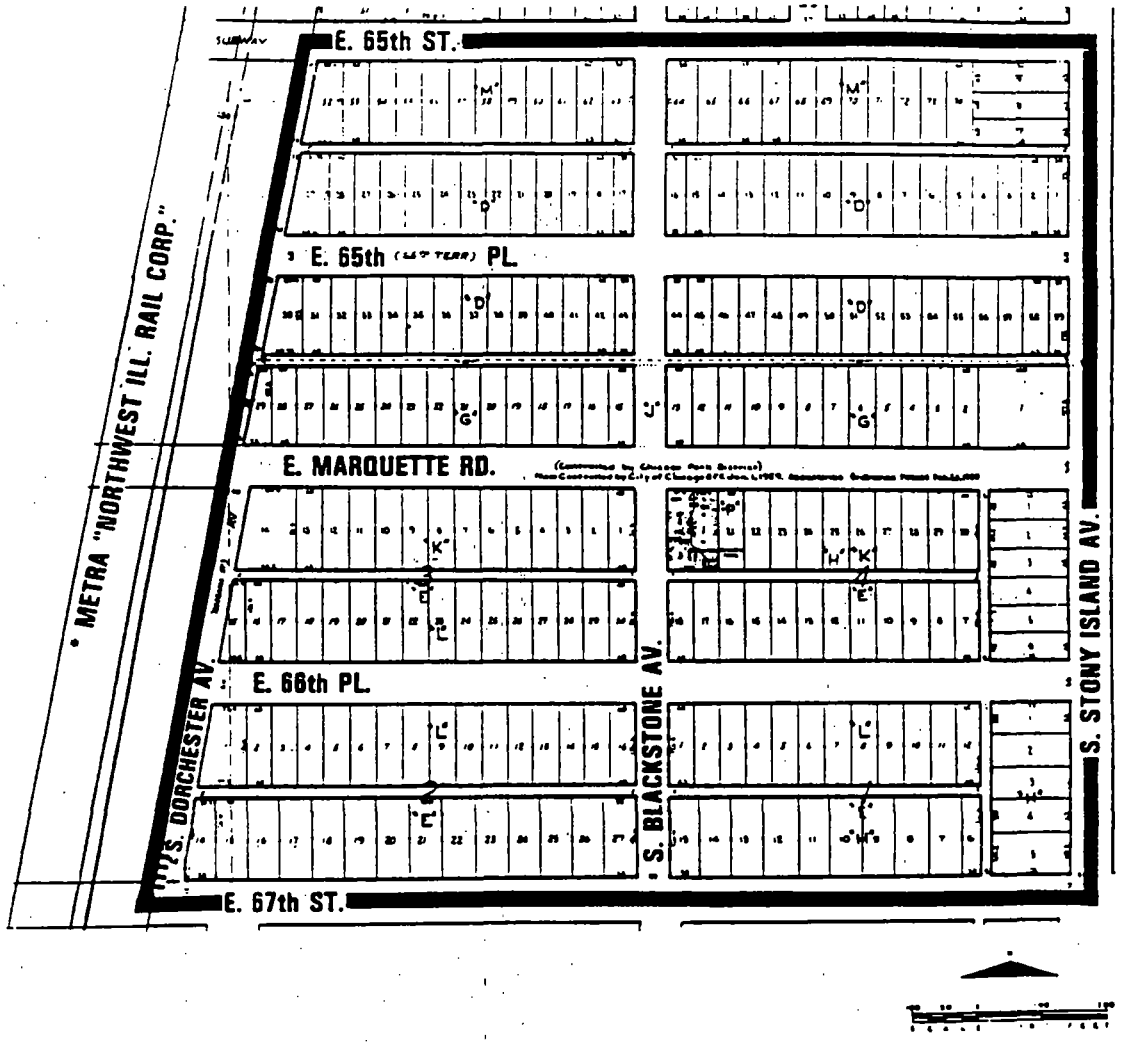
(Sub)Exhibit 1.
(To Marquette-Stony Island Redevelopment Plan)

Location Map.



(Sub)Exhibit 2.
(To Marquette-Stony Island Redevelopment Plan)

Boundary Map.



LEGEND

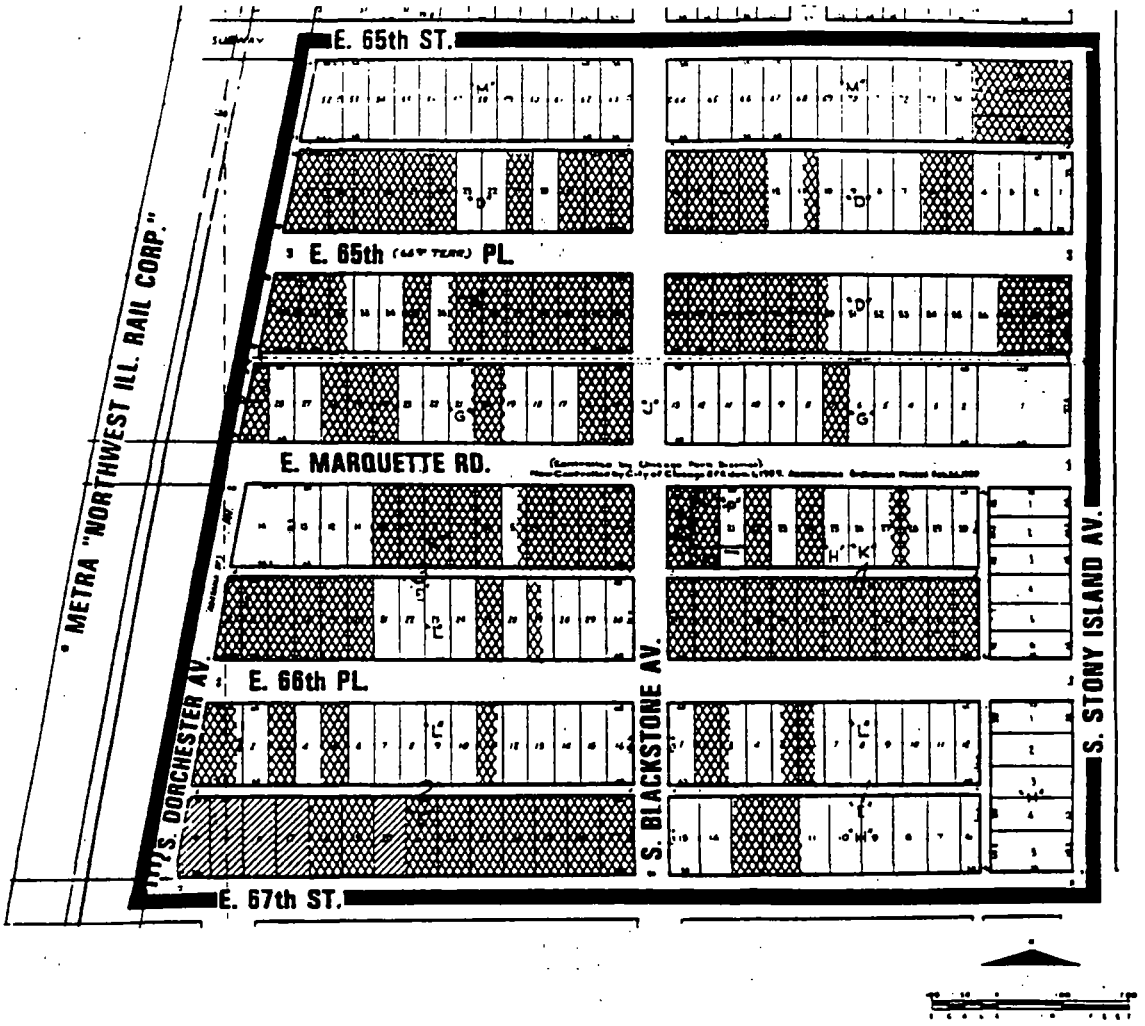
Project Boundary

REDEVELOPMENT AREA
MARQUETTE - STONY ISLAND

COMMUNITY DEVELOPMENT
COMMISSION
CITY OF CHICAGO
MARCH, 1995

(Sub)Exhibit 3.
(To Marquette-Stony Island Redevelopment Plan)

Acquisition Map.



REDEVELOPMENT PROJECT AREA
MARQUETTE - STONY ISLAND

COMMUNITY DEVELOPMENT
COMMISSION
CITY OF CHICAGO
MARCH, 1995

LEGEND

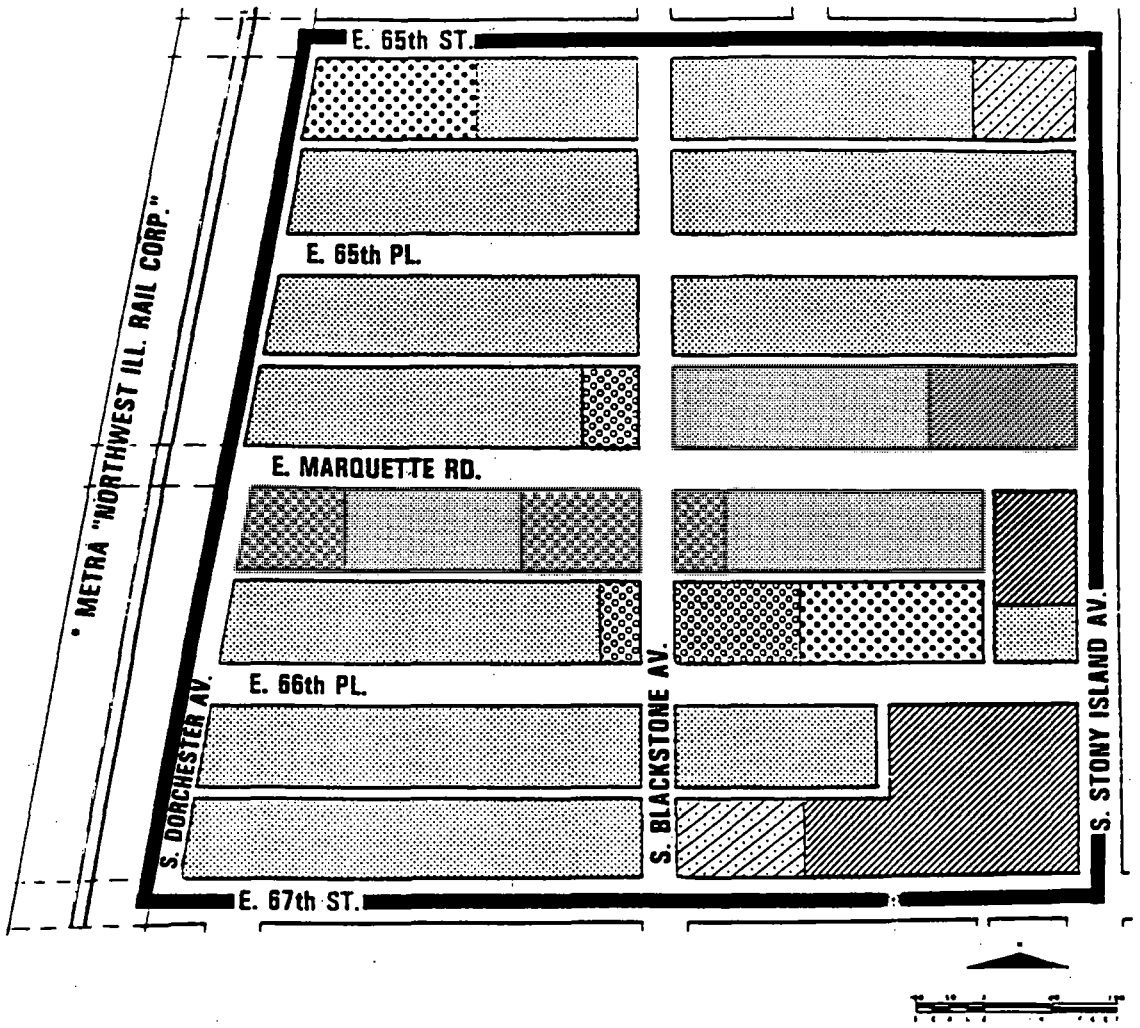
PROJECT BOUNDARY

VACANT PARCELS ELIGIBLE TO BE ACQUIRED

IMPROVED PARCELS ELIGIBLE TO BE ACQUIRED

(Sub)Exhibit 4.
(To Marquette-Stony Island Redevelopment Plan)

Land-Use Map.



(Continued from page 1191)

CHICAGO, May 15, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance authorizing the renewal of a lease at 2056 North Damen Avenue for the Chicago Public Library Damen Avenue Branch (Lease No. 19005), 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease renewal from Tom Wlodarz,

sole owner, as Landlord, for approximately 2,000 square feet of office space located at 2056 North Damen Avenue for use by the Chicago Public Library, as Tenant; such lease to be approved by the Commissioner of the Chicago Public Library and the President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this ____ day of _____, 1995, by and between Tom Wlodarz, sole owner (hereinafter referred to as "Landlord") and the City of Chicago, a municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 2056 North Damen Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately 2,000 square feet of office space located at 2056 North Damen Avenue to be used by the Chicago Public Library as its Damen Branch;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 2,000 square feet of ground floor office space located on that certain parcel of real estate more commonly known as 2056 North Damen Avenue, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on January 1, 1995 ("Commencement Date"), and shall end on December 31, 1997, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay rent for the Premises in the amount of:

One Thousand Four Hundred Dollars ($1,400.00) per month for the period beginning on the 1st day of January, 1995 and ending on the 31st day of December, 1997.

Rent shall be paid to Landlord in care of Mr. Tom Wlodarz, 2147 North Moffat Street, Chicago, Illinois 60647, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, water and sewer charges, and any other levies assessed against the

Premises, except for those charges which this lease specifies the Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat, power and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) Contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right to access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements in the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with applicable Law and provided that Tenant has obtained the prior written consent of Landlord.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof, without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the Term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in the amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal Liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as the named insured and Tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the state of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any

board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee or member participate in any decision relating to this 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.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord 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 of Chicago contract as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 1998, and the rent shall be at the same rate as set forth in Section 3.1 of this lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or to such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Tom Wlodarz
2147 North Moffat Street
Chicago, Illinois 60647

or to such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease 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 between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with ninety (90) days prior written notice at any time during the Term of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the

party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide and pay for exterminator services whenever necessary.

11.2

Provide and pay for prompt removal of snow and ice from sidewalks where the Premises is located.

11.3

Provide and pay for domestic water for the Premises.

11.4

Maintain plumbing in good operable condition.

11.5

Provide and pay for window-washing of all windows, interior and exterior, at the Premises, on a reasonable basis.

11.6

Provide, at Landlord's sole cost and expense, any and all janitorial service for maintenance of the exterior and interior of building, including all structural, mechanical and electrical components. Janitorial service as used herein 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.

11.7

Provide, at Landlord's sole cost and expense, heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during Term of lease which is not caused by negligence of Landlord.

12.2

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.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the building provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.6

Pay for monthly alarm service, if necessary.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that may damage the reputation of, or otherwise be injurious to the Premises or neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance on the Premises.

12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable law.

12.9

Provide and pay for maintenance and replacement of window air-conditioning units when necessary.

Section 13.

Additional Clauses.

13.1

Landlord, under this lease, shall complete the following within the first thirty (30) days from the execution of this lease:

(a) Repair all internal fire exit signs to be illuminated at all times.

(b) Professionally paint the entire Premises.

(c) Repair lighting of exterior sign which identifies the Chicago Public Library.

(d) Repair inoperable exhaust fan in rear of the Premises.

(e) Replace damaged floor covering wherever necessary.

(f) Repair, clean and/or replace overhead lighting and lighting fixtures throughout the Premises.

(g) Repair and/or replace broken glass block windows.

(h) Relocate two (2) electrical boxes near circulation desk.

(i) Bring in two (2) new dedicated electrical lines with double outlets for the circulation desk and the computer station.

13.2

Inspect and repair the roof wherever necessary during the Term of this lease.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

_____
Tom Wlordarz

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Benjamin Reyes, Commissioner

Approved: The Chicago Public Library

By: _____
Mary A. Dempsey, Commissioner

Approved: The Chicago Public Library Board of Directors

By: _____
_____, President

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 2807 WEST 55TH STREET FOR CHICAGO PUBLIC LIBRARY.
(Gage Park Branch)

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance authorizing a lease at 2807 West 55th Street for the Chicago Public Library, Gage Park Branch (Lease No. 19018), 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Nell Jeffrey Wierzgacz as beneficiary of First Bank of Oak Park, Trust No. 13154, dated May 31, 1989, as Landlord for approximately 4,165 square feet of space located on the ground floor at 2807 West 55th Street, for use by the Chicago Public Library and the President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into as of this ____ day of _____, 1995, by and between Nell Jeffrey Wierzgacz, sole beneficiary under First Bank of Oak Park Trust Agreement dated May 31, 1989 and known as Trust No. 13154 (hereinafter referred to as "Landlord") and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises commonly known as 2807 West 55th Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord, approximately 4,165 square feet of office space located at 2807 West 55th Street, to be used by the Chicago Public Library as its Gage Park Branch;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 4,165 square feet of ground floor space located on that certain parcel of real estate more commonly known as 2807 West 55th Street, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on August 1, 1995, ("Commencement Date"), and shall end on July 31, 1999, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) Two Thousand Six Hundred Thirty-eight and no/100 Dollars ($2,638.00) per month for the period beginning on the 1st day of August, 1995 and ending on the 31st day of July, 1996;

(b) Two Thousand Seven Hundred Eighteen and no/100 Dollars ($2,718.00) per month for the period beginning on the 1st day of August, 1996 and ending on the 31st day of July, 1997;

(c) Two Thousand Seven Hundred Ninety-four and no/100 Dollars ($2,794.00) per month for the period beginning on the 1st day of August, 1997 and ending on the 31st day of July, 1998;

(d) Two Thousand Eight Hundred Eighty-three and no/100 Dollars ($2,883.00) per month for the period beginning on the 1st day of August, 1998 and ending on the 31st day of July, 1999.

Rent shall be paid to Landlord at 5550 South Mason Avenue, Chicago, Illinois 60638, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments and other levies assessed against the Premises, except for those charges which this lease specifies the Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat, water and sewer charges, power and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago including, but not limited to, those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and

Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the Term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as the named insured and Tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the state of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue occupancy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee or member participate in any decision relating to this 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.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord 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 of Chicago contract as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning August 1, 1999, and the rent shall be at the same rate as set forth in Section 3.1(d) of this lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Nell Jeffrey Wierzgacz
5550 South Mason Avenue
Chicago, Illinois 60638

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease 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 between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with one hundred twenty (120) days prior written notice after twelve (12) months from the execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be

entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Professionally spot paint the Premises where necessary after twenty-four (24) months from the execution of this lease. Color will be chosen by Tenant from Landlord's color selection.

11.2

Provide and pay for exterminator services whenever necessary.

11.3

Provide for hot and domestic water for the Premises.

11.4

Maintain plumbing in good operable condition.

11.5

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of building, including all structural, mechanical, and electrical components. Janitorial service as used herein 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.

11.6

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.7

Provide heat to the Premises, whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during Term of lease which is not caused by negligence of Landlord.

12.2

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.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the building provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.6

Pay for monthly alarm service, if necessary.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that may damage the reputation of, or otherwise be injurious to the Premises or neighborhood, or be disturbing to other tenants, be illegal, or increase the rate of insurance on the Premises.

12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable law.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

First Bank of Oak Park, as Trustee, under Trust Agreement dated May 31, 1989 and known as Trust No. 13154

By: _____
Nell Jeffrey Wierzgacz,
as sole beneficiary of Trust
No. 13154

Tenant:

City of Chicago, an Illinois
municipal corporation

By: The Department of General
Services

By: _____
Benjamin Reyes,
Commissioner

Approved: The Chicago Public
Library

By: _____
Mary A. Dempsey,
Commissioner

Approved: The Chicago Public
Library Board of
Directors

By: _____
Cindy Pritzker,
President

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 4849 NORTH MILWAUKEE AVENUE FOR DEPARTMENT OF HUMAN SERVICES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance authorizing a lease at 4849 North Milwaukee Avenue for the Department of Human Services, Northwest Office Services (Lease No. 11033), 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Demetrios L. Kozonis and Chrisoula Kozonis as beneficiaries of Parkway Bank and Trust Company, Trust No. 8874, dated June 15, 1988, as Landlord for approximately 1,150 square feet of space located on the ground floor at 4849 North Milwaukee Avenue, for use by the Department of Human Services, as Tenant; such lease to be approved by the Commissioner of the Department of Human Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is made and entered into this ____ day of _____, 1995, by and between Demetrios L. Kozonis and Chrisoula Kozonis, the beneficiaries under Parkway Bank and Trust Company Trust Agreement dated June 15, 1988 and known as Trust No. 8874 (hereinafter referred to as "Landlord")

and the City of Chicago, an Illinois municipal corporation (hereinafter referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 4849 North Milwaukee Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately 1,150 square feet of ground floor office space located at 4849 North Milwaukee Avenue, Suite 101, to be used by the Department of Human Services, Northwest Office;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 1,150 square feet of ground floor office space located on that certain parcel of real estate more commonly known as 4849 North Milwaukee Avenue, Suite 101, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on July 1, 1995, or the date of occupation whichever occurs later ("Commencement Date"), and shall end on June 30, 2001, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) One Thousand Seven Hundred Twenty-five and no/100 Dollars ($1,725.00) per month for the period beginning on the 1st day of July, 1995 or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 30th day of June, 1996;

(b) One Thousand Seven Hundred Seventy-six and no/100 Dollars ($1,776.00) per month for the period beginning on the 1st day of July, 1996 and ending on the 30th day of June, 1997;

(c) One Thousand Eight Hundred and no/100 Dollars ($1,800.00) per month for the period beginning on the 1st day of July, 1997 and ending on the 30th day of June, 1998;

(d) One Thousand Eight Hundred Forty-eight and no/100 Dollars ($1,848.00) per month for the period beginning on the 1st day of July, 1998 and ending on the 30th day of June, 1999;

(e) One Thousand Eight Hundred Eighty-five and no/100 Dollars ($1,885.00) per month for the period beginning on the 1st day of July, 1999 and ending on the 30th day of June, 2000;

(f) One Thousand Nine Hundred Twenty-three and no/100 Dollars ($1,923.00) per month for the period beginning on the 1st day of July, 2000 and ending on the 30th day of June, 2001;

Rent shall be paid to Landlord at Mega Properties, Incorporated, 4849 North Milwaukee Avenue, Chicago, Illinois 60630, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, heat, gas, sewer and water charges, and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for electricity, light, power, telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions; Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) Contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's sole expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and

Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the Term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than One Million and no/100 Dollars ($1,000,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as named insured and the Tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee or member participate in any decision relating to this 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.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord 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 of Chicago contract as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning July 1, 2001, and the rent shall be at the same rate as set forth in Section 3.1(f) of this lease.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Real Estate Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or to such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Demetrios L. Kozonis
4849 North Milwaukee Avenue
Chicago, Illinois 60630

or to such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease 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 between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease by providing Landlord with sixty (60) days prior written notice after forty-eight (48) months from the execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be

apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Professionally paint the Premises prior to occupation.

11.2

Clean carpet where necessary.

11.3

Provide and pay for hot and domestic water for the Premises.

11.4

Maintain plumbing in good operable condition.

11.5

Maintain one (1) fire extinguisher on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.6

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of building, including all structural, mechanical, and electrical components. Janitorial service as used herein 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.

11.7

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.8

Provide and pay for heat to the Premises, whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during Term of lease which is not caused by negligence of Landlord.

12.2

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.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the building provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Pay for monthly alarm service, if necessary.

12.6

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or increases the rate of insurance on the Premises.

12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable Law.

Section 13.

Additional Clauses.

13.1

Tenant shall pay for lettering on front window, if necessary.

13.2

Tenant shall pay for installation of alarm service.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

Parkway Bank and Trust Company,
as Trustee, under Trust Agreement
dated June 15, 1988 and known as
Trust No. 8874

By: _____

By: _____
Demetrios L. Kozonis,
as Beneficiary of Trust
No. 8874

By: _____
Chrisoula Kozonis,
as Beneficiary of Trust
No. 8874

Tenant:

City of Chicago, an Illinois
municipal corporation

By: The Department of General
Services

By: _____
Benjamin Reyes,
Commissioner

Approved: The Department of
Human Services

By: _____
Daniel Alvarez, Sr.,
Commissioner

Approved As To Form And Legality:

By: Department of Law

By: _____
Assistant Corporation
Counsel

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 021 OF MUNICIPAL CODE OF CHICAGO CONCERNING ISSUANCE OF NEW LIQUOR LICENSES TO ALLOW CONTINUED OPERATION OF LICENSED BUSINESSES WITHIN MORATORIUM AREAS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Eugene C. Schulter (which was referred on September 14, 1994) amending Section 4-60-021 of the Municipal Code which will permit the issuance of a new liquor license to allow continued operation of a licensed business within a moratorium area, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Buchanan, Huels, Frias, Olivo, Jones, Streeter, Murphy, Rugai, Zalewski, Chandler, Burnett, E. Smith, Burrell, Wojcik, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Levar, Shiller, Schulter -- 33.

Nays -- Aldermen Tillman, Steele, Shaw, Evans, Medrano, Ocasio, Suarez, Bernardini, M. Smith, Moore, Stone -- 11.

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 a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The protection of public health and safety, the suppression of nuisances, and the regulation of conduct that interferes with the peace of its citizens are all matters pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. After due investigation and consideration, the City Council of the City of Chicago finds as follows:

A. The sale and service of alcoholic liquor, as defined in the Municipal Code of Chicago, is often associated with behavior that is disruptive of public peace, including such conduct as littering, excessive noise, public disturbance, and public indecency.

B. These problems exist in and near businesses licensed for and lawfully engaged in the sale and service of alcoholic liquor, even in instances where the licensee has not violated any provision of the Municipal Code of Chicago or any applicable state law.

C. The prohibition of additional licenses within specified areas of the city affected by these problems may discourage the expansion of the cited problems, but can not eliminate them. Specifically, the prohibitions on new licenses provide insufficient opportunity and incentive for troubled licensees to sell their businesses, recoup their investments and allow new licensees to address these problems. It is therefore appropriate to establish a procedure whereby new licenses can be issued under limited conditions to allow continued operation of existing businesses within such specified areas.

D. According to the Director of the Mayor's License Commission and Local Liquor Control Commission, the problems described in Paragraph A of this section are more likely to occur in the vicinity of small stores selling package goods, rather than in the vicinity of large scale, multi-purpose retailers that offer package goods in addition to a wide array of products. Such large scale retailers offer more employment opportunities and represent a large investment in Chicago's communities. Therefore, in order to assure the preservation of employment and continued economic viability of such retailers, it is appropriate to impose less stringent limitations on the ability to obtain new licenses to

allow continued operation of such businesses within restricted areas.

SECTION 2. Section 4-60-021 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-60-021 Ordinance Prohibiting Issuance Of Additional Liquor Licenses -- Requirements -- Procedure.

(a) Notwithstanding any other provision of this chapter, the City Council may from time to time prohibit the issuance of additional liquor licenses in a specified area of the City, subject only to the conditions and procedures described in this section.

(b) An ordinance to prohibit the issuance of additional liquor licenses in a specified area must:

(1) identify the area by boundaries; and

(2) cover an area including no less than two contiguous city blocks; and

(3) identify the category or categories of licenses affected; and

(4) contain a description of the conditions requiring the prohibition on the issuance of new licenses.

(c) No ordinance to prohibit the issuance of additional liquor licenses in a specified area may:

(1) prohibit additional licenses for sale of liquor on the premises of any of the following: sports stadiums with a seating capacity of more than 3,000 persons; restaurants; hotels; or facilities operated by the Metropolitan Pier and Exposition Authority;

(2) prohibit the [transfer of any interest in the ownership of existing licenses] *issuance of a new license to allow continued operation of a licensed business* within the specified area *by a new licensee* for a period of six months after passage of the ordinance;

(3) prohibit the issuance of additional licenses within the specified area to applicants whose applications were pending prior to the passage of the ordinance;

(4) be considered or take effect within one year after the repeal of an ordinance prohibiting the issuance of additional licenses within any portion of the specified area [.] ;

(5) prohibit the issuance of a license necessary to allow the relocation of a licensed business within the same specified area, or the change of officers of a corporate licensee, where the change in officers does not also involve transfer of more than five percent of the shares of the corporation.

(d) After passage of an ordinance to prohibit the issuance of additional liquor licenses within a specified area, no ordinance may alter the area except by addition of territory or by deletion of all territory within the area.

(e) Upon receiving an ordinance to prohibit the issuance of additional liquor licenses in a specified area, the City Clerk shall send one copy of the ordinance to each of the following: the Director of the Mayor's License Commission, the Director of Revenue, the Corporation Counsel, and the alderman of each ward in which any portion of the specified area is located. The Director of Revenue shall prepare a list identifying by type all current liquor licenses issued for premises within the specified area to the sponsor of the ordinance, and all pending applications for liquor licenses within the specified area. The director shall send a copy of the list to the City Council committee having jurisdiction over the ordinance and to the corporation counsel. The sponsor of the ordinance shall notify each listed licensee and applicant of the introduction of the ordinance. Notices shall be sent by first class mail, postage paid, directed to the address of each licensee or applicant, as the case may be. Copies of all notices shall be filed with the department of revenue.

(f) No member of the City Council or other municipal officer shall introduce, and no committee of the City Council shall consider or recommend, any ordinance that is contrary in any way to any of the requirements of subsections (b) through (d). No member of the City Council shall propose, and no committee of the City Council shall consider, any amendment to an ordinance which, if passed, would render the ordinance contrary to any of the requirements of subsections (b) through (d). No officer or employee of the City shall enforce any ordinance that is contrary to any of the requirements of subsections (b) through (d). No member of the City Council may recommend action on, and no committee of the City Council shall consider, any ordinance to prohibit issuance of additional liquor licenses within a specified area until all required notices have been given.

SECTION 3. Section 4-60-024 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-60-024 Lapse Of License -- Transfer Of Interest.

Wherever the liquor license for a premises located within an area described in Section 4-60-022 or 4-60-023 lapses for failure to renew or is revoked for cause, no new license shall be issued for that premises, unless the premises is a sports stadium with a seating capacity greater than 3,000 persons, a restaurant, or a hotel, or is operated by the Metropolitan Pier and Exhibition Authority. If the premises is any of the foregoing, any new license shall be limited to sale of alcoholic liquor for consumption on the premises. [No direct or indirect interest in the ownership of a liquor license for a business in an area described in Section 4-60-022 or 4-60-023 may be transferred unless the transfer is made (a) between spouses, legally married to each other at the time of the application for transfer; or (b) between parent and natural or adopted child or children; or (c) to another person or persons by will or by intestate succession; or (d) to another person or persons who already share ownership in the license or involves the transfer of less than five percent of the shares of the corporation.] *Nothing in Section 4-60-022 or 4-60-023 prevents or prohibits the issuance of an additional license to allow continued operation of an existing business within an area specified in either section by a new licensee, if the license is of the same type and if the successor licensee is any of the following: (a) the legal spouse of the prior licensee at the time of application for the new license; or (b) a parent, natural or adopted child of the prior licensee; or (c) an heir of the prior licensee by intestate succession, or a testamentary devisee of the prior licensee, and, after the death of the prior licensee, has thereby received the prior owner's interest in the licensed business; or (d) any other person who already shares ownership in the licensed business, or is acquiring less than five percent of the shares of a corporate licensee; or (e) any other person who is acquiring the licensed business by purchase.*

[Transfers described in clause(s)] *Issuance of a new license under subsection* (a) or (b) of this section shall be subject to the following [restrictions:] *conditions:* the applicant for [the transfer] *the successor license* shall bear the burden of proof of the relationship allowing the *issuance of the new license.* [transfer; transfer of interest in a single license may not occur more frequently than once every five years, except in instances of the death of the transferor. Transfers described in clause] *Issuance of a new license under subsection* (c) of this section shall be subject to the following conditions: the applicant for [the transfer] *the successor license* shall establish his or her right to the [transfer] *ownership of the licensed business* in proceedings before the appropriate tribunal for the validation of the subject will or the establishment of heirship; rights of inheritance or heirship shall not be determined or affected as part of the license application process.

[Transfers described in] *Issuance of a new license under* clause (d) of this section shall be subject to the following [restriction] *conditions:* no person to whom less than five percent of the shares of a *corporation holding a* liquor license is transferred, who did not share ownership in the license prior to [such transfer] *issuance of the new license,* may purchase more than five percent of the shares of the liquor license in any 12-month period.

Issuance of a new license under subsection (e) of this section is subject to the following conditions: if one-half of the buildings located within a distance of 500 feet, including streets, alleys and public ways, from the licensed premises are used for residence or apartment house purposes, the applicant shall first notify all legal voters registered within the 500 foot area by certified mail, return receipt requested, stating that application is being made for issuance of a license to a new licensee, and stating the name of the applicant and the location of the licensed premises. The applicant shall sign an affidavit verifying that all legal voters registered within the 500 foot area have been notified by certified mail. The applicant shall cause to be posted at the location of the premises, in a place clearly visible from the public way, notice in the form prescribed by the Director of Revenue, stating that application is being made for a license for operation of the business by a new licensee. Within 60 days before the filing of an application for the new license, the applicant shall obtain and file with the Department of Revenue the written consent of at least 51% of the legal voters registered within the 500 foot area. Such measurement shall be made from the boundaries of the premises as described in the application for which the privilege is sought, to a radius of 500 feet away. The applicant shall simultaneously deliver a copy of the filing to the Alderman of the ward in which the subject premises are located. For a period of 30 days after the application is filed, any person who signed a consent may submit a written revocation of consent with the Department of Revenue. After expiration of the 30-day period, and after the Department of Revenue or its designee has verified the legitimacy of all signatures supplied with the application and any revocations that may have been filed, the department shall certify whether sufficient valid signatures have been filed to proceed with the application. Issuance of the requested license will be permitted only if (i) the existing license of the subject business has not been revoked at any time from two years prior to the date of application for the new license until processing of the application of the new license is completed; and (ii) the licensed business has not been closed for a total of more than ten days during the same time period as described in clause (i) of this paragraph due to suspension of the license or voluntary closing in lieu of suspension, in any combination; and (iii) no proceedings for the revocation or suspension of the existing license are pending during the processing of the application for the new license; and (iv) the successor licensee pays to the City the sum of $1,000 prior to issuance of the successor license in addition to all license fees due pursuant to Chapter 4-5 of this code. Notwithstanding any provision of this paragraph, the requirements of consent of voters and proof of consent shall not apply to an application for

a new package goods license under subsection (e) of this section if the floor area of the licensee's business is at least 12,000 square feet and if retail sale of alcoholic liquor did not account for more than 25% of the gross revenue from all retail sales on the licensed premises during each of the past two tax years. The applicant for a new license under subsection (e) of this section shall bear the burden of proof of eligibility for the new license and compliance with all applicable procedures, including proof of gross sales and percentage of gross sales attributable to retail sale of alcoholic liquor. Any person who knowingly makes any false statement, submits any false information or misrepresents any information required under this paragraph shall be fined not less than $500 per offense, or incarcerated for a period not to exceed three months, or both.

SECTION 4. Chapter 4-60 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-60-141, as follows:

4-60-141 Illegal Conduct On Licensed Premises -- Cooperation With Police.

(a) No licensee shall permit or allow any illegal activity on the licensed premises.

(b) It is the affirmative duty of a licensee to report promptly to the Police Department all illegal activity reported to or observed by the licensee on or within sight of the licensed premises; to answer fully and truthfully all questions of an identified police officer who inquires or investigates concerning persons or events in or around the licensed business; to cooperate with the police in any such inquiry or investigation, including the giving of oral or written statements to the police at reasonable times and locations in the course of investigations; and to sign a complaint against any person whom the licensee observes in any illegal conduct or activity on or within sight of the licensed premises.

(c) For purposes of this section,"licensee" includes an employee or agent of a licensee.

SECTION 5. Chapter 4-60 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-60-142, as follows:

4-60-142 Responsibilities Of Licensee.

A licensee is responsible to the community surrounding the licensed premises. A city liquor dealer's license issued or renewed after the effective date of this section shall be subject to suspension or revocation if the licensee's business becomes or creates a nuisance. A licensed business is or creates a nuisance if within any consecutive 12 months not less than five

separate incidents occur on the licensed premises, involving acts that violate any federal or state law defining a felony, or any federal or state law or municipal ordinance regulating narcotics, controlled substances or weapons. It is not a defense to a charge of violating this section that the licensee or the licensee's employees or agents were not personally involved in the commission of the illegal acts.

SECTION 6. Section 4-60-130 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-60-130 Hours Of Operation.

* * * * *

(e) All persons licensed under this chapter shall have the privilege, upon application and the payment of an additional fee of $836.00, of remaining open and selling alcoholic liquor on Sundays until 5:00 A.M. and on Mondays through Saturdays until 4:00 A.M.; provided, however, that where one-half of the buildings located within a distance of 500 feet, including streets, alleys and public ways, from the applicant's licensed premises are used for residence or apartment house purposes, the applicant shall first notify all legal voters [residing] *registered* within such area by certified mail, return receipt requested, stating that application is being made for a late-hour privilege and stating the name of the applicant and the location of the licensed premises for which the late-hour privilege is sought. The applicant shall sign an affidavit verifying that all legal voters [residing] *registered* within such area have been notified by certified mail. The applicant shall cause to be posted at the location of the premises for which the late-hour privilege is sought, in a place clearly visible from the public way, notice in the form prescribed by the Director of Revenue, stating that application is being made for a late-hour privilege and listing the name of the applicant. Within 60 days before the filing of an application for a late-hour privilege, the applicant shall obtain and file with the Department of Revenue the written consent of a majority of the legal voters [residing] *registered* within the affected area. Such measurement shall be made from the boundaries of the premises as described in the application for which the privilege is sought, to a radius of 500 feet away. No late-hour license or privilege shall be issued for any outdoor location licensed as a beer garden.

* * * * *

SECTION 7. This ordinance shall be in full force and effect from and after its passage and publication.

WAIVER OF ALL LICENSE FEES FOR RAVENSWOOD HOSPITAL GIFT SHOP.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Eugene Schulter (which was referred on April 15, 1995) directing the Director of Revenue to issue all necessary licenses, free of charge, to the Ravenswood Hospital Gift Shop, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Schulter was excused from voting under the provisions of Rule 14 of the Council's Rules of Order and Procedure.

The following is said ordinance as passed:

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

SECTION 1. That the Director of Revenue is hereby directed to issue all necessary licenses, free of charge, notwithstanding other ordinances of the City to the contrary, to Ravenswood Hospital Gift Shop on the premises known as 4550 North Winchester Avenue.

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

WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN AUXILIARY OF RAVENSWOOD HOSPITAL MEDICAL CENTER'S "FESTIVAL OF ART".

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an order introduced by Alderman Eugene Schulter (which was referred on April 15, 1995) directing the Director of Revenue to waive the Food Vendor License fees and the Itinerant Merchant License fees for the participants in the Ravenswood Hospital Medical Center's "Festival of Art", begs leave to recommend that Your Honorable Body *Pass* the proposed order which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Schulter was excused from voting under the provisions of Rule 14 of the Council's Rules of Order and Procedure.

The following is said order as passed:

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the Food Vendor License fees and the Itinerant Merchant License fees for the participants in the Auxiliary of Ravenswood Hospital Medical Center's "Festival of Art" to be held at the Cafe Brauer in Lincoln Park, for the period of August 11, from 6:00 A.M. to 8:00 P.M., August 12 and 13, 1995 from 10:00 A.M. to 8:00 P.M..

WAIVER OF FOOD VENDOR LICENSE FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration three proposed orders introduced by Alderman Eugene Schulter (which were referred on April 15, May 2 and May 12, 1995) directing the Director of Revenue to waive the Food Vendor License fees for the participants in various events, begs leave to recommend that Your Honorable Body *Pass* the proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Neighborhood Boys Club Carnival.

Ordered, That the Director of Revenue of the City of Chicago waive the Food Vendor License fees for the participants in the Neighborhood Boys Club Carnival to be held at 2501 West Irving Park Road, for the period of July 18 through July 24, 1995.

Queen Of Angels Parish Carnival.

Ordered, That the Director of Revenue of the City of Chicago waive the Food Vendor License fees for the participants in the Queen of Angels Parish Carnival, 4512 North Western Avenue, to be held in the school parking lot and on West Sunnyside Avenue, from 2400 west to 2432 west, for the period of July 5 through July 9, 1995.

Saint Matthias Catholic Church Parish Carnival.

Ordered, That the Director of Revenue of the City of Chicago waive the Food Vendor License fees for the participants in the Saint Matthias Catholic Church Parish Carnival, 4910 North Claremont Avenue, to be held in the school parking lot and on North Claremont Avenue, from 12:01 A.M. on June 7 to 12:00 Midnight on June 12, 1995.

ISSUANCE OF STREET CLOSING PERMITS, FREE OF CHARGE, IN CONNECTION WITH VARIOUS EVENTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration two ordinances introduced by Alderman Eugene C. Schulter (which were referred on April 15 and May 12, 1995) authorizing and directing the Commissioner of Transportation and Director of Revenue to issue, free of charge, all necessary Street Closing Permits for various events, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances which are transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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):

Queen Of Angels Parish Carnival.

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

SECTION 1. That the Commissioner of Transportation and the Director of Revenue are hereby directed to issue all necessary Street Closing Permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, for the Queen of Angels Parish Carnival to be held in the school parking lot located at 4512 North Western Avenue and on West Sunnyside Avenue, from 2400 west to 2432 west, for the period of July 3, 1995 through July 10, 1995.

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

Saint Matthias Catholic Church
Parish Carnival.

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

SECTION 1. That the Commissioner of Transportation and the Director of Revenue are hereby directed to issue all necessary Street Closing Permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, for the Saint Matthias Catholic Church Parish Carnival to be held in the school parking lot located at 4910 North Claremont Avenue and on North Claremont Avenue, for the period of June 5, 1995 through June 13, 1995.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 8 and March 9, 1995) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Ward	Location And Time
1	West Taylor Street (north side) from a point 50 feet east of South Racine Avenue, to a point 25 feet east thereof -- loading zone -- 8:00 A.M. to 1:00 A.M. -- Monday through Friday and 11:00 A.M. to 1:00 A.M. -- Saturday and Sunday (tow-away zone) (95-0231);
19	South Hamilton Avenue (west side) from a point 55 feet south to a point 25 feet south thereof -- 9:00 A.M. to 8:00 P.M. -- Monday through Saturday (95-0244);
28	West Ogden Avenue (south side) from a point 100 feet east of South Washtenaw Avenue, to a point 25 feet east thereof -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (95-0374);
29	West North Avenue (south side) from a point 124 feet east of North Austin Boulevard, to a point 25 feet east thereof -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday (95-0377);
36	North Harlem Avenue (east side) from a point 160 feet north of West School Street, to a point 30 feet north thereof -- 8:00 A.M. to 6:00 P.M. (95-0388);

Ward	Location And Time
36	West Belmont Avenue (north side) from a point 85 feet west of North Nottingham Avenue, to a point 25 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-0390);
37	West Chicago Avenue (north side) from a point 30 feet west of North Laramie Avenue, to a point 70 feet west thereof -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday (95-0393);
44	West Barry Avenue (north side) from a point 25 feet east of North Sheridan Road, to a point 30 feet east thereof -- loading zone/tow-away zone -- 6:00 A.M. to 5:00 P.M. (95-0407);
45	North Lowell Avenue (west side) from North Elston Avenue to the first alley south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (95-0411).

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

Amendment Of Loading Zone.

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

SECTION 1. Amend ordinance passed September 15, 1971 (Council Journal of Proceedings, page 1119) which reads:

"North Lincoln Avenue (west side) from a point 270 feet south of North Rockwell Street, to a point 30 feet south thereof"

by striking:

"270 feet"

and inserting:

"170 feet -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday" (40th Ward) (95-0398).

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

RESTRICTION OF VEHICULAR TRAFFIC MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 9, 1995) proposed ordinances to establish vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways, between the limits indicated:

Ward	Location And Direction
14	In the 2400 block of West 48th Street, from South Campbell Avenue to South Western Avenue -- easterly;
31	North Kilbourn Avenue, from West Fullerton Avenue to West Diversey Avenue -- southerly (95-0385);
31	First east/west alley north of West Fullerton Avenue, from North Kilbourn Avenue to North Kenton Avenue -- easterly (95-0384).

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

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 12, February 8 and March 9, 1995) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Amend ordinance passed December 21, 1994 (Council Journal of Proceedings, page 64057) which reads:

"West Oakdale Avenue (north side) from a point 70 feet east of North Sheridan Road, to a point 25 feet east thereof -- at all times"

by striking:

"at all times"

and inserting:

"loading zone/tow-away zone" (44th Ward) (95-0406).

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

Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 089 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way in the area indicated, during the hours specified:

Ward	Location And Time
18	West 79th Street (south side) from a point 51 feet east of South Maplewood Avenue, to a point 24 feet east thereof -- 9:00 A.M. to 8:00 P.M. -- Monday through Saturday (95-0243).

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

Amendment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Repeal ordinance passed June 5, 1987 (Council Journal of Proceedings, page 1255) which reads:

> "South Central Park Avenue (both sides) from West Cermak Road to West Fillmore Avenue (west side) 4:00 P.M. to 6:00 P.M. -- Monday through Friday and (east side) 7:00 A.M. to 9:00 A.M. -- Monday through Friday"

by striking the above (24th Ward) (95-0173).

SECTION 1. Repeal ordinance passed June 22, 1976 (Council Journal of Proceedings, page 3283) which reads:

> "North Lowell Avenue (west side) from North Elston Avenue to the first alley south thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday"

by striking the above (45th Ward) (95-0411).

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

Limitation Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Ward	Location, Distance And Time
31	West Armitage Avenue (south side) from North Lavergne Avenue to West Grand Avenue and (north side) from West Grand Avenue to North Lawler Avenue -- two hours -- 9:00 A.M. to 7:00 P.M. (95-0386).

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

ESTABLISHMENT OF TRAFFIC LANE TOW-AWAY ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 9, 1995) ordinances to establish traffic lane tow-away zones on portions of sundry streets, begs leave that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
1	North Clinton Street (west side) from West Madison Street to West Washington Boulevard -- bus stand -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday (tow-away zone) (95-0347);

Ward	Location
44	North State Parkway (east side) from East Goethe Street to East Banks Street -- tow-away zone/loading zone -- fifteen minute standing zone -- unattended vehicles must flash hazard lights after fifteen minutes.

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

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 8 and March 9, 1995) proposed ordinances and orders to erect traffic warning signs, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances and order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Erection Of Traffic Warning Signs.

Ordered That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets, of the type specified:

Ward	Type Of Sign And Location
6	"Four-Way Stop" sign, at South Saint Lawrence Avenue and East 77th Street (95-0303);
10	"Stop" sign, stopping South Marquette Avenue for East 128th Street (95-0312);
14	"Stop" sign, stopping South Francisco Avenue for West 40th Street (95-0206);
22	"Four-Way Stop" sign, at West 16th Street and South Kilbourn Avenue (95-0318);

Ward	Type Of Sign And Location
26	"Stop" sign, stopping North Washtenaw Avenue for West Nelson Street (95-0323);
26	"Stop" sign, stopping West Nelson Street for North Washtenaw Avenue(95-0324);
27	"Two-Way Stop" sign, stopping North Artesian Avenue for West Fulton Street (95-0325);
31	"Four-Way Stop" sign, at North Knox Avenue and West Palmer Street (95-0327);
31	"Two-Way Stop" sign, stopping North Kildare Avenue for West George Street (95-0326);
31	"One-Way Stop" sign, stopping North Lowell Avenue for West Wellington Avenue (95-0328);
37	"Stop" sign, stopping West Erie Street for North Leclaire Avenue (95-0338);
38	"Stop" sign, stopping North Nora Avenue for West Byron Street (95-0339);
44	"Four-Way Stop" sign, at North Mildred Avenue and West Oakdale Avenue (95-0345);
50	"Stop" sign, stopping North Albany Avenue for West Albion Avenue (95-0346).

Installation Of "Closed To Traffic" Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install "Closed To Traffic" signs at the below listed location:

Ward	Location And Time
11	West 28th Place, from South Wallace Street to South Normal Avenue -- 7:45 A.M. to 8:45 A.M. and 2:15 P.M. to 3:15 P.M. (95-0354).

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

Installation Of "No Peddling" Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install the following miscellaneous signs at the below listed locations:

Ward	Location
30	North Cicero Avenue (west side) from West Barry Avenue to West School Street -- "No Peddling" (95-0383);

Ward	Location
30	North Lamon Avenue, from West Fullerton Avenue to West Wrightwood Avenue -- "No Peddling" (95-0382);
30	North Cicero Avenue, from West Barry Avenue to West Addison Street -- "No Peddling" (95-0381).

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

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Natarus moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: *"Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendations?"* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, May 17, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (February 8 and March 9, 1995) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
12	South Washtenaw Avenue (east side) from the first alley south of West 25th Place to a point 20 feet south thereof. Request withdrawn by requester (95-0358).

Loading Zones:

Ward	Location
15	At 6700 -- 6900 South Wolcott Avenue (67th Street) at all times. Request withdrawn (95-0241);
29	At 5838 West North Avenue -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday. Request withdrawn (95-0375 and 95-0376);

Ward	Location
36	At 7725 West Addison Street -- 8:00 A.M. to 8:00 P.M. -- no exceptions. This location falls within a no parking anytime zone (95-0391);
36	At 2015 North Harlem Avenue -- at all times. Duplicate proposal. Previously recommended on proposal dated February 8, 1995 (95-0392);
44	At 350 West Oakdale Avenue -- at all times. Duplicate proposal. Previously passed December 21, 1994 (Council Journal of Proceedings, page 64057). Signs are posted (95-0408);
45	At 5213 West Lawrence Avenue -- 9:00 A.M. to 8:00 P.M. -- no exceptions. Duplicate proposal. Previously recommended on proposal dated January 12, 1995 (95-0410).

Speed Limitations:

Ward	Location
36	North/south alley in the 3500 block, between North Oleander Avenue and North Oriole Avenue -- five miles per hour. City Traffic Code establishes the absolute statutory speed limit in alleys as fifteen miles per hour. Signs are not required for enforcement (95-0274).

Through Traffic Prohibited:

Ward	Location
50	Entrances to the alley bounded by West Touhy Avenue, West Chase Avenue, North Hamilton Avenue and North Bell Avenue. No City Council action necessary for installations of "Through Traffic Prohibited" signs. Requested signs will be posted (95-0413).

Traffic Warning Signs And Signals:

Ward	Location
33	"Four-Way Stop" signs, at West Barry Avenue and North Bernard Street. Request withdrawn (95-0332);
36	"One-Way Stop" sign, at North Pacific Avenue and West Waveland Avenue. Duplicate proposal. Previously recommended on November 16, 1994 (95-0334);
37	"Two-Way Stop" signs, at North Karlov Avenue for southbound traffic at West Kamerling Avenue. Duplicate proposal. Previously passed October 15, 1987 (Council Journal of Proceedings, page 5253) for "All-Way Stop" sign (95-0337);

Ward	Location
37	"Two-Way Stop" signs, for southbound traffic on North Karlov Avenue and westbound traffic on West Hirsch Street. Duplicate proposal. Previously passed November 6, 1991 (Council Journal of Proceedings, page 7283) for "All-Way Stop" sign (95-0335);
37	"Stop" sign, at West Hirsch Street stopping westbound traffic at North Kedvale Avenue. Duplicate proposal. Previously passed on June 5, 1987 for "All-Way Stop" sign (95-0336).

Weight Limitation:

Ward	Location
12	In the 3300 block of South Claremont Avenue -- five tons. Duplicate proposal. Previously passed on January 18, 1956 (Council Journal of Proceedings, page 2094). Signs are up (95-0357).

Amend Parking Prohibition During Specified Hours:

Ward	Location
14	South Western Avenue (west side) from West 49th Street to West 51st Street -- "one-hour -- 7:00 A.M. to 3:00 P.M. -- everyday". Amend by striking: "West 51st Street" and inserting: "West 50th Street". Request withdrawn (95-0359).

Amend Loading Zones:

Ward	Location
30	North Milwaukee Avenue (east side) from a point 100 feet north of North Monticello Avenue, to a point 30 feet north thereof -- 8:00 A.M. to 8:00 P.M.. Repeal loading zone. Request withdrawn (95-0380).

Removal Of Parking Meters:

Ward	Location
45	Removal of Parking Meter 10063 located at 5213 West Lawrence Avenue. No City Council action necessary for removal of parking meters necessitated as part of parking prohibitions established by previous ordinance (95-0416).

These *Do No Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

AMENDMENT OF TITLE 4, CHAPTER 360 OF MUNICIPAL CODE OF CHICAGO CONCERNING VENDOR LICENSING AND REGULATION AT NAVY PIER.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an amendment to Title 4, Chapter 360, various sections of the Municipal Code of Chicago regarding vendor licensing and regulation at Navy Pier. This ordinance was referred to the committee on May 16, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-360-010 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-360-010 Definitions.

Whenever used in this chapter the following words and phrases shall have the following meanings:

(a) "Department of Consumer Services" means the Department of Consumer Services of the City of Chicago.

(b) "Commissioner" means the Commissioner of Consumer Services of the City of Chicago.

(c) "Board of Health" means the Board of Health of the City of Chicago.

(d) "Department of Health" means the Department of Health of the City of Chicago.

(e) "Commissioner of Health" means the Commissioner of Health of the City of Chicago.

(f) "Navy Pier" means the municipal pier extending into Lake Michigan from the foot of East Grand Avenue.

(g) "License" means a license issued pursuant to this chapter.

(h) "Pushcart" means a wheeled vehicle propelled solely by human power [and constructed in accordance with a design approved by the commissioner].

(i) "Food" means food and beverages allowed to be sold in accordance with this chapter.

(j) "Licensee" means a person to whom a license has been issued pursuant to this chapter.

(k) "Person" means any natural individual, firm, trust, partnership, joint venture, association, corporation or other legal entity, whether acting in his or its own capacity or as administrator, executor, trustee, receiver or other representative appointed by a court. Whenever the word "person" is used in any section of this chapter prescribing a penalty or fine as applied to partnerships or associations, the word shall include the partners or members thereof, and such word as applied to corporations shall include the officers, agents or employees thereof who are responsible for any violation of said section.

(l) "The Authority" means the Metropolitan Pier and Exposition Authority created by the Illinois Metropolitan Pier and Exposition Authority Act, as amended.

SECTION 2. Chapter 4-360 of the Municipal Code of Chicago is hereby amended by deleting Section 4-360-040 in its entirety.

SECTION 3. Section 4-360-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-360-050 License -- Application -- Contents.

Application for a license shall be made in writing on a form provided by the commissioner, and signed under oath by the applicant. If the applicant is a corporation, a duly authorized agent shall sign the application. The application shall contain the following information:

(a) the full name, residence address and business address of the applicant;

(b) the business telephone number of the applicant;

(c) the class of license sought by the applicant;

(d) a description of the item or items to be sold;

(e) the name and address of at least one individual possessing a valid certificate of registration in food handling, issued by the Board of Health, who will supervise the sale of food by the applicant;

(f) *the written consent of the Authority to the applicant's sales activity on Navy Pier;*

(g) any such other information as may be required by the commissioner.

SECTION 4. Section 4-360-060 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-360-060 Corporate Applicant Qualifications.

Each corporate applicant for a Navy Pier license shall be qualified to do business under the laws of the state of Illinois.

The fee for [a] *an annual* Navy Pier license shall be [$100.00] *$125.00. The fee for a monthly license shall be $50.00.* [A nonrefundable fee of $5.00 shall be collected at the time of application; provided, however, that upon the granting of a license, the amount of the application fee shall be credited to the fee for said license.] Applications for licenses hereunder shall be made within 15 days after the passage of this [chapter] *amendatory ordinance of 1995* for the current *license* year. Thereafter, applications for [renewal of] *annual* licenses shall be made in March of each year, and applications for [new] *monthly* licenses shall be made in [April] *not less than 30 days before the beginning of the proposed license period.*

SECTION 5. Section 4-360-070 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-360-070 License -- Term -- Number.

Licenses shall be divided into the following categories: food and non-food; annual and monthly. [Licenses] *Annual licenses* shall be [awarded] *issued* for the period from [the Saturday immediately preceding the federally designated Memorial Day holiday through September 30th] *the first day of May* of each year *through April 30 of the following year. Monthly licenses shall be issued for a period not to exceed 31 days, as determined in each instance by the Authority.*

The maximum number of Navy Pier vendor's licenses shall be [36] *125*; public convenience, health and necessity and the safety of existing pedestrian traffic on the pier requiring such limitation. [The commissioner may restrict the use of any licenses issued hereunder to the sale of cut flowers or any type or types of food described in this chapter. Such restrictions shall be based on consumer demand for a product and availability of a product. For the years 1986 and thereafter, such restrictions shall be published before the date for the filing of applications.]

The [commissioner] *Authority* may determine by rule the number of Navy Pier licenses in each class. Such rule shall be published before the date for the filing of application.

SECTION 6. Chapter 4-360 of the Municipal Code of Chicago is hereby amended by deleting Sections 4-360-080 and 4-360-090 in their entirety.

SECTION 7. Chapter 4-360-100 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-360-100 Sales Restrictions.

Each licensee shall sell and offer for sale only the item or items specified in his current license, exclusively from a pushcart [situated] *or* at *a fixed* [the] location and during the hours *as* determined by the [commissioner] *Authority*.

SECTION 8. Section 4-360-140 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language italics, as follows:

4-360-140 Rules And Regulations.

(a) The [commissioner shall] *Authority may* formulate rules and regulations regarding the following:

(1) the size. design, color and other specifications including sanitation or facilities for pushcarts to be used by vendors;

(2) the location of sites from which licensees shall conduct business;

(3) the mandatory and permitted hours of operation of licensees. Such hours of operation need not be uniform throughout the license period, but may be varied based on seasonal differences, and special events[;].

[(4) the determination of monthly location changes by licensees between the locations designated by the commissioner under subsection (2) of this section;

(5) any other matter pertaining to this chapter.]

(b) The commissioner may issue rules and regulations governing aspects of this chapter not specifically delegated to the Authority.

(c) All rules [Rules] and regulations *issued under this chapter* shall be *filed and* maintained in the offices of the Department of Consumer

Services *and at the offices of the Authority at Navy Pier,* and shall be available for public inspection during ordinary business hours.

SECTION 9. Section 4-360-160 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-360-160 Sticker License Emblem -- Display.

Each licensee shall have affixed to his pushcart *or business site at Navy Pier* a sticker license emblem which shall bear the words "Chicago" and "Navy Pier", numerals designating the year and, where applicable, the season for which the vendor is licensed, a reproduction of the corporate seal of the City of Chicago and the names of the Mayor and the City Clerk. Such emblem shall be obtained from the City Clerk at the time the license is issued. The commissioner shall prescribe by regulation the manner and place of display on pushcarts.

SECTION 10. Chapter 4-360 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-360-190, as follows:

4-360-190 General Applicability Of Municipal Code.

Except as specifically set forth, nothing in this chapter alters or diminishes the applicability of any provision of the Municipal Code of Chicago to the activities licensed under this chapter.

SECTION 11. This ordinance shall be in full force and effect from and after its passage and approval.

AUTHORIZATION FOR EXECUTION OF FIRST AMENDMENT TO USE AGREEMENT WITH NORTHWIND, INCORPORATED.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 introduced by The Honorable Richard M. Daley, Mayor, amending the use agreement between the City and Northwind, Incorporated, originally passed by the City Council on September 14, 1994, pages 57077 through 57149 of the Council Journal of Proceedings. Said proposed amendment authorizes additional distribution facilities. This ordinance was referred to the committee on April 12, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Steele was excused from voting under the provisions of Rule 14 of Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, On the 14th day of September, 1994, the City Council of the City of Chicago, Illinois (the "City") adopted an ordinance published in the

Journal of Proceedings of the City Council at pages 57077 through 57149 authorizing the City to enter into a "District Cooling Use Agreement" (the "Original Agreement") with Northwind, Inc. ("Grantee"), which grants to Grantee the non-exclusive right to use certain public ways of the City to construct, operate and maintain a district cooling system (the "System"); and

WHEREAS, The City and Grantee entered into the Original Agreement as of October 1, 1994; and

WHEREAS, Exhibit 1 to the Agreement describes the "Initial Distribution Facilities" for the Grantee's System and the Grantee's "First Plant" (as those terms are defined in the Original Agreement); and

WHEREAS, Exhibit 2 to the Agreement provides the Location Map of Grantee's System, including Initial Distribution Facilities; and

WHEREAS, Grantee has now obtained approval from the City for a new chilling plant and/or ice production plant to be located at the northwest corner of South Franklin Street and West Congress Parkway (the "Second Plant") and desires to install additional distribution pipeline equipment, conduits, fixtures and other instrumentalities and appurtenances in the City's public ways (the "Additional Distribution Facilities") associated with both the First Plant and the Second Plant; and

WHEREAS, Grantee desires to amend Exhibits 1 and 2 to the Original Agreement to include the Second Plant and to include Additional Distribution Facilities, as further described and depicted in Exhibit A to this ordinance; and

WHEREAS, The City does not object to such amendment of Exhibits 1 and 2; and

WHEREAS, Grantee has changed its name from Northwind, Inc. to Unicom Thermal Technologies, Inc. and wishes to amend the Original Agreement to reflect this change of name; and

WHEREAS, Pursuant to Section 7.1.2 of the Original Agreement, Grantee's minimum fees set forth in Section 5 of the Original Agreement shall be increased proportionate to the maximum capacity of the Second Plant; now, therefore,

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

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

SECTION 2. Subject to the approval of the Corporation Counsel, the Commissioner of the Department of the Environment, the Commissioner of

the Department of Transportation, and the Director of the Department of Revenue are hereby authorized to enter into and execute on behalf of the City, a first amendment to the Original Agreement (the "First Amendment") substantially in the form attached hereto as Exhibit A, subject to such changes as such officials shall approve, their signature being conclusive evidence of their acceptance of such changes.

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

SECTION 4. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

This First Amendment to the District Cooling System Use Agreement (the "First Amendment"), dated as of _____, 1995 (the "Effective Date") by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois, and Unicom Thermal Technologies, Inc., an Illinois corporation, formerly known as Northwind, Inc. (the "Grantee") and a wholly-owned subsidiary of Unicom Enterprise which is one hundred percent (100%) owned by Unicom Corporation.

Witnesseth:

Whereas, The City of Chicago and the Grantee have entered into that certain District Cooling System Use Agreement dated as of October 1, 1994 (the "Original Agreement"), which grants to the Grantee the non-exclusive right to use certain public ways of the City to construct, operate and maintain a district cooling system (the "System"); and

Whereas, Exhibit 1 to the Original Agreement describes the "Initial Distribution Facilities" for the Grantee's System and the Grantee's "First Plant" (as those terms are defined in the Original Agreement); and

Whereas, Exhibit 2 to the Original Agreement provides the Location Map of the Grantee's System, including the Initial Distribution Facilities; and

Whereas, The Grantee has now obtained approval from the City for a new chilling plant and/or ice production plant to be located at the northwest corner of South Franklin Street and West Congress Parkway (the "Second Plant") and desires to install additional distribution pipeline equipment, conduits, fixtures and other instrumentalities and appurtenances in the City's public ways (the "Additional Distribution Facilities") associated with both the First Plant and the Second Plant; and

Whereas, The Grantee desires to amend the Original Exhibits to include the Second Plant and to include the Additional Distribution Facilities, as further described and depicted in (Sub)Exhibits 1 and 2 attached to this First Amendment (the "Amended Exhibits"); and

Whereas, The City Council of the City on _____, 1995 approved execution of a First Amendment to the Original Agreement in substantially the form of this First Amendment, including the Amended Exhibits; and

Whereas, The Grantee has changed its name from Northwind, Inc. to Unicom Thermal Technologies, Inc. and wishes to amend the Agreement to reflect this change of name; and

Whereas, The City and the Grantee now desire to amend the Agreement on the terms and conditions set forth below;

Now, Therefore, It is agreed by the parties hereto as follows:

Section 1.

The above recitals are expressly incorporated herein and made a part of this First Amendment by reference as though fully set forth therein.

Section 2.

As of the Effective Date of this First Amendment, the old exhibits are deemed superseded and replaced by the Amended Exhibits.

Section 3.

As of the Effective Date of this First Amendment, wherever the Original Agreement (including Section 1 and all exhibits and attachments) refers to the Grantee as meaning "Northwind, Inc.", the Grantee shall be deemed to mean Unicom Thermal Technologies, Inc..

Section 4.

As of the Effective Date, pursuant to Section 7.1.2(b) of the Original Agreement, Section 5.1 of the Original Agreement is hereby amended in its entirety to read in italics, as follows:

"Section 5.1 General Compensation.

Grantee agrees to pay the City as General Compensation during each Compensation Year for the use of the Public Ways throughout the duration of this Agreement (subject to the City's rights of adjustment set forth in Section 2.3 hereof) a sum equal to the General Compensation as set forth below. The General Compensation during the Compensation Year ending December 31, 1995 shall be the greater of $50,000 or two percent (2%) of Grantee's Total Gross Billings. The General Compensation during the Compensation Year ending December 31, 1996 shall be the greater of $140,000 or two percent (2%) of Grantee's Total Gross Billings. The General Compensation during the Compensation Year ending December 31, 1997 shall be the greater of $190,000 or two percent (2%) of Grantee's Total Gross Billings. For each Compensation Year beginning with the 1998 Compensation Year (subject to the City's rights of adjustment set forth in Section 2.3 hereof and to adjustments made pursuant to Section 7.1.2), the General Compensation fees shall be two percent (2%) of Total Gross Billings; but in no case shall the General Compensation for any Compensation Year beginning with 1998 be less than $190,000 (subject to adjustment pursuant to Section 7.1.2), adjusted for the rate of inflation during the preceding Compensation Year pursuant to the Consumer Price Index for Urban Areas."

Section 5.

As of the Effective Date, Section 12 of the Original Agreement shall be deemed null, void and of no further effect.

Section 6.

The Grantee represents that, to the best of its knowledge, no member of the governing body of the City and no other official, officer, agent or employee of the City is employed by the Grantee or has a personal financial or economic interest directly or indirectly in this Agreement or any contract or subcontract resulting therefrom or in the privileges to be granted hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156). No payment, gratuity or offer of employment shall be made in connection with this ordinance by or on behalf of any contractors to the Grantee or higher tier subcontractors or anyone associated therewith, as

an an inducement for the award of contracts, subcontracts or orders. Any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

Section 7.

Neither the Grantee nor its contractors shall be violation of the provisions of Section 2-92-320, Chapter 2-92 of the Code. In connection herewith, the Grantee has executed the applicable certification required under the Illinois Criminal Code, 720 ILCS 5/33E-11 (1992).

Section 8.

It shall be the duty of the Grantee, all contractors, and all officers, directors, agents, partners, and employees of the Grantee to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. The Grantee shall inform all its contractors of the provision and require understanding and compliance herewith.

Section 9.

The Grantee has provided copies of its latest articles of incorporation and bylaws and its certification of good standing from the Office of the Secretary of State of Illinois. The Grantee has provided the City with the Disclosure of Ownership Interest Affidavit for the Grantee.

Section 10.

If the Grantee conducts any business operations in Northern Ireland, it is hereby required that the Grantee make all reasonable and good faith efforts to conduct any such 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).

Section 11.

Except as expressly modified in this First Amendment, all other terms, covenants and conditions in the Original Agreement (including exhibits and attachments) remain unchanged and all affidavits, certificates and representations in the Original Agreement (including exhibits and attachments) are deemed reaffirmed as if made as of the date hereof. Except as set forth in this First Amendment, all defined terms in the

Agreement are used in the First Amendment with the same meaning that such terms have in the Original Agreement.

In Witness Whereof, The City has caused this First Amendment to be duly executed in its name and behalf as of the date first written by its Commissioner of the Department of Environment, its Director of the Department of Revenue and its Commissioner of the Department of Transportation and the Grantee has signed and sealed the same on or as of the day and year first written.

[Seal]

City of Chicago, a municipal corporation

By: _____

Title: Commissioner of the Department of Environment

Reviewed As To Form And Legality:

_____
Assistant Corporation Counsel

By: _____

Title: Director of the Department of Revenue

By: _____

Title: Commissioner of the Department of Transportation

Attest:

Unicom Thermal Technologies, Inc.

_____

By: _____

Title: Vice President and General Manager

[(Sub)Exhibit 2 referred to in this First Amendment to the District Cooling System Use Agreement printed on page 1292 of this Journal.]

(Sub)Exhibit 1 referred to in this First Amendment to the District Cooling System Use Agreement reads as follows:

(Sub)Exhibit 1.
(To First Amendment To District Cooling System Use Agreement)

The Grantee's District Cooling System is anticipated to be constructed in the public ways and at the approved plant locations set forth below. The exact location of each component of Grantee's Distribution Facilities shall be presented to and reviewed by the City as set forth in the Agreement on an on-going basis prior to construction and installation in order to obtain permits for construction and installation specifying the exact location of Grantee's Distribution Facilities.

Production Plant Number 1:	Northeast corner of South State Street and East Adams Street.
Distribution Piping:	In South LaSalle Street, proceeding for 200 feet north, more or less, from the intersection of West Adams Street. In South Dearborn Street, from West Adams Street to West Madison Street. In Adams Street, from South LaSalle Street to South Michigan Avenue.

Production Plant Number 2:	Northwest corner of South Franklin Street and West Congress Parkway.
Distribution Piping:	In West Van Buren Street, from South Wacker Drive to South Financial Place. In South Franklin Street, proceeding for 200 feet north, more or less, from the intersection of West Van Buren Street. In South Financial Place, from West Jackson Boulevard to West Van Buren Street. In West Jackson Boulevard, from the intersection of South Financial Place to South Clark Street. In South LaSalle Street, from West Jackson Boulevard to West Washington Street.

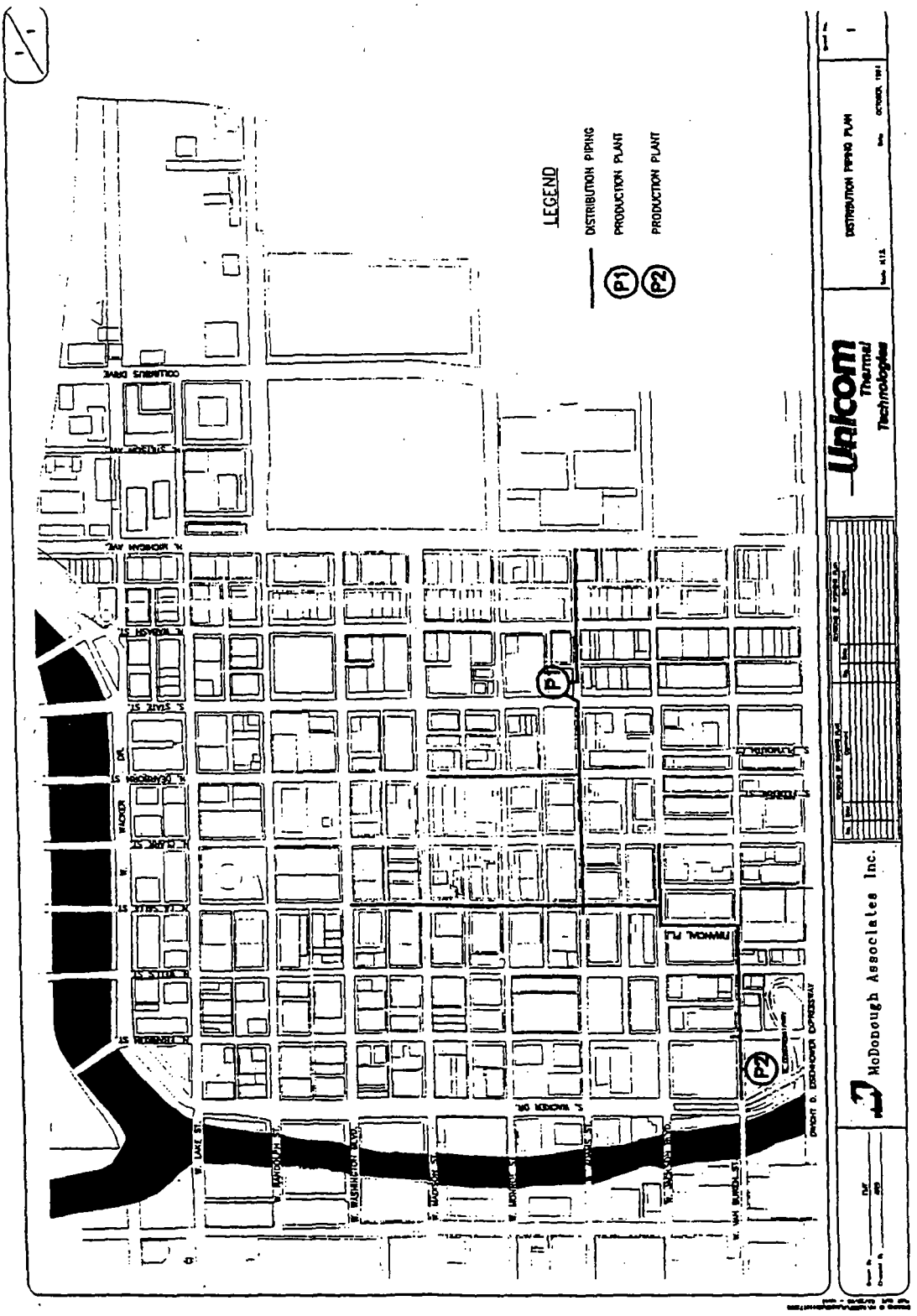
This (sub)exhibit is subject to amendment pursuant to the provisions of Section 7.1.2 of the Agreement (including City Council authorization and departmental approvals) to incorporate new Approved Plants and Additional Distribution Facilities and subject to amendment pursuant to the provisions of Section 7.1.1 of the Agreement (including departmental approvals) to amend the locations of the Distribution Facilities based on changes in construction conditions. All amendments requiring changes in location not based on construction conditions shall require City Council authorization.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 1293)

(Sub)Exhibit 2.
(To First Amendment To District Cooling System Use Agreement)



(Continued from page 1291)

CHICAGO, May 16, 1995.

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 April 15 and May 2, 1995) 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Allied-Hastings Barrel And Drum Service, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Allied-Hastings Barrel and Drum Service, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a sampling and monitoring manhole adjacent to the premises known as 917 West 37th Street. Said manhole shall be installed in the public right-of-way measuring two (2) feet by two (2) feet at an approximate depth of six (6) feet. Manhole is to be used for monitoring by the Metropolitan Water Reclamation District. Authority herein given and granted shall be for a period of five (5) years from and after 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 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 referred to in this ordinance printed on page 1297 of this Journal.]

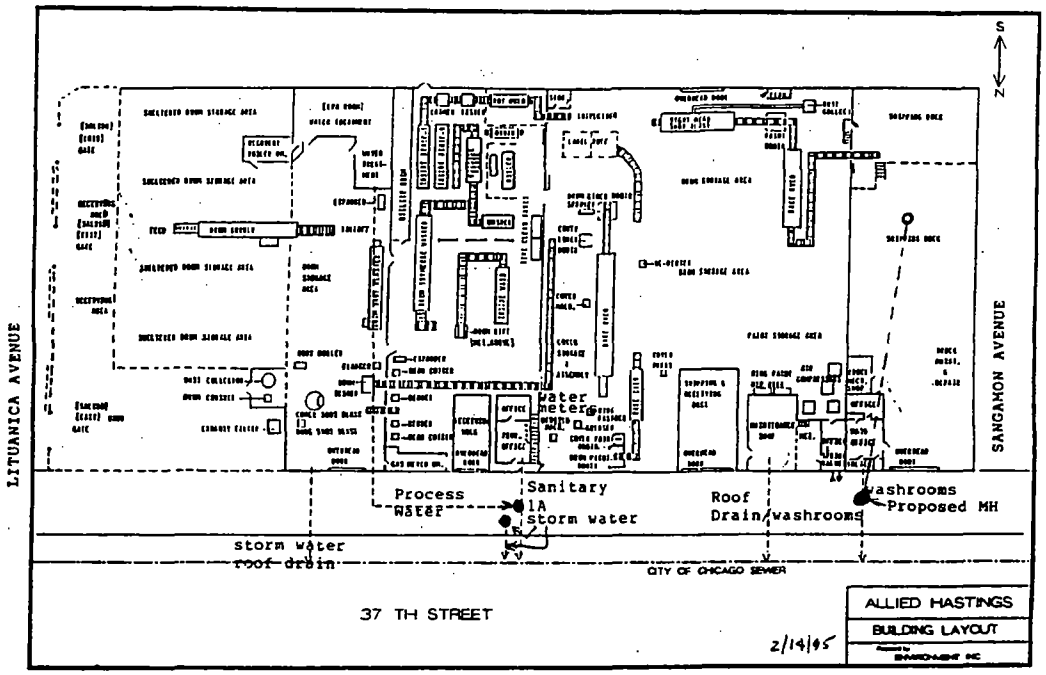
Amalgamated Trust And Savings Bank.

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

SECTION 1. Permission and authority are hereby given and granted to Amalgamated Trust and Savings Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use a subsidewalk vaulted area in West Monroe Street, eleven (11) feet, nine (9) inches in width, one hundred thirty (130) feet in length, and South State Street, sixteen (16) feet in width, eighty (80) feet in length, and corner area, sixteen (16) feet in width, eleven (11) feet, nine (9) inches in length, adjacent to the premises located at 110 -- 112 South State Street for a period of five (5) years from and after May 29, 1994.

(Continued on page 1298)

Ordinance associated with this drawing printed on pages 1293 through 1296 of this Journal.



(Continued from page 1296)

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 Four Thousand Seven Hundred Ninety-four and no/100 Dollars ($4,794.00) 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 referred to in this ordinance printed on page 1301 of this Journal.]

AT&T/Stein Partnership.

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

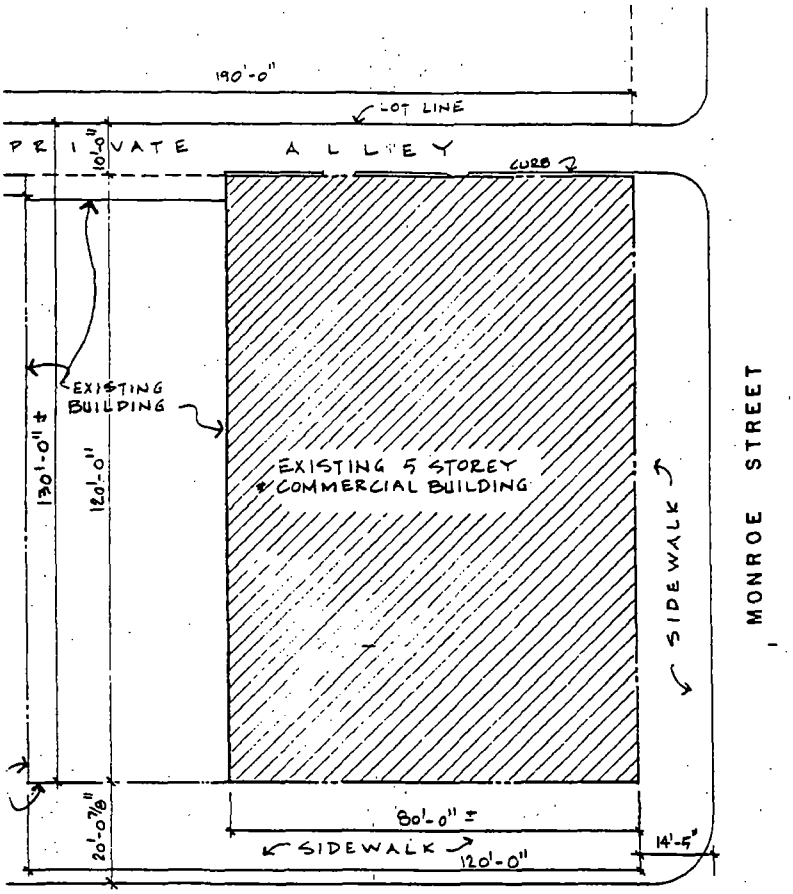
SECTION 1. Permission and authority are hereby given and granted to AT&T/Stein Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed four (4) flagpoles adjacent to its premises located at 227 West Monroe Street and described as follows: two (2) flagpoles shall be located on the West Monroe Street side of the above premises and shall be seventeen (17) feet, nine (9) inches above the public way at their lowest point and shall be thirty-one (31) feet, two (2) inches over the public way at their highest point. Both flagpoles shall have a maximum projection beyond the property line of twelve (12) feet, ten (10) inches. Two (2) flagpoles shall be located on the South Franklin Street side of the above premises and shall be seventeen (17) feet, nine (9) inches above the public way at their lowest point and shall be thirty-one (31) feet, two (2) inches over the public way at their highest point. Both flagpoles shall have a maximum projection beyond the property line of eleven (11) feet, two (2) inches. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after February 24, 1995.

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

(Continued on page 1302)

Ordinance associated with this drawing printed on pages 1296 through 1300 of this Journal.

SHALL NOT BE LESS THAN
RESISTANCE TO FLAME S



PLOT PLAN
SCALE: 1" = 20'-0"

N

(Continued from page 1300)

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 and no/100 Dollars ($200.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates 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 referred to in this ordinance printed on page 1305 of this Journal.]

AT&T/Stein Phase II Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to AT&T/Stein Phase II Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed the following privileges in the public right-of-way adjacent to the premises at the northeast corner of South Franklin Street and West Adams Street:

Vaults:

South Franklin Street -- Approximately two hundred seven (207) feet in length, six (6) feet, four (4) inches in width, at a depth of twenty-six (26) feet.

West Adams Street

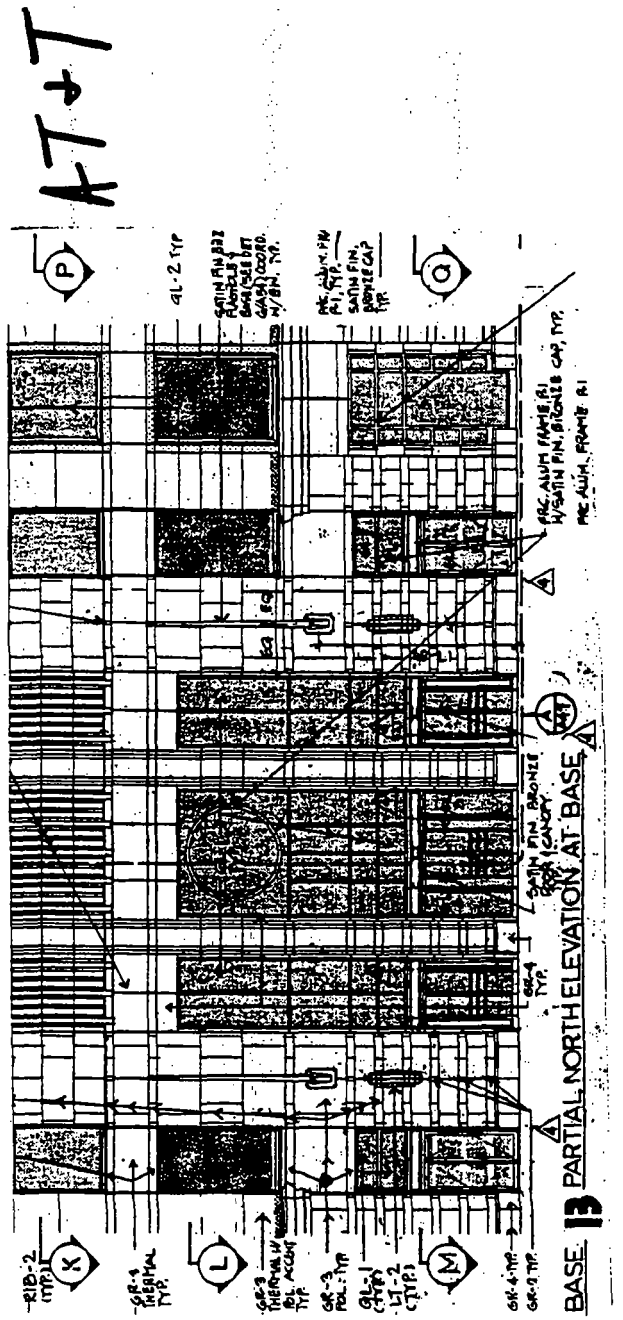
Vault No. 1. -- Ninety-eight (98) feet in length, eight (8) feet in width, at a depth of twenty-six (26) feet.

Vault No. 2 -- Ninety-eight (98) feet in length, five (5) feet in width, at a depth of twenty-six (26) feet.

Said vaulted areas are to be used for parking facility, mechanical equipment room and building storage.

(Continued on page 1306)

Ordinance associated with this drawing printed on pages 1300 through 1304 of this Journal.



(Continued from page 1304)

Flagpoles and Decorative Lighting Fixtures:

West Adams Street -- Two (2) flag poles and decorative lighting fixtures at entrance to building.

South Franklin Street -- Two (2) flag poles and decorative lighting fixtures at entrance to building.

Authority herein granted shall be for a period of five (5) years from and after February 6, 1995.

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 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 Ten Thousand Seven Hundred Forty and no/100 Dollars ($10,740.00) 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.

[Drawings referred to in this ordinance printed on pages 1309 through 1310 of this Journal.]

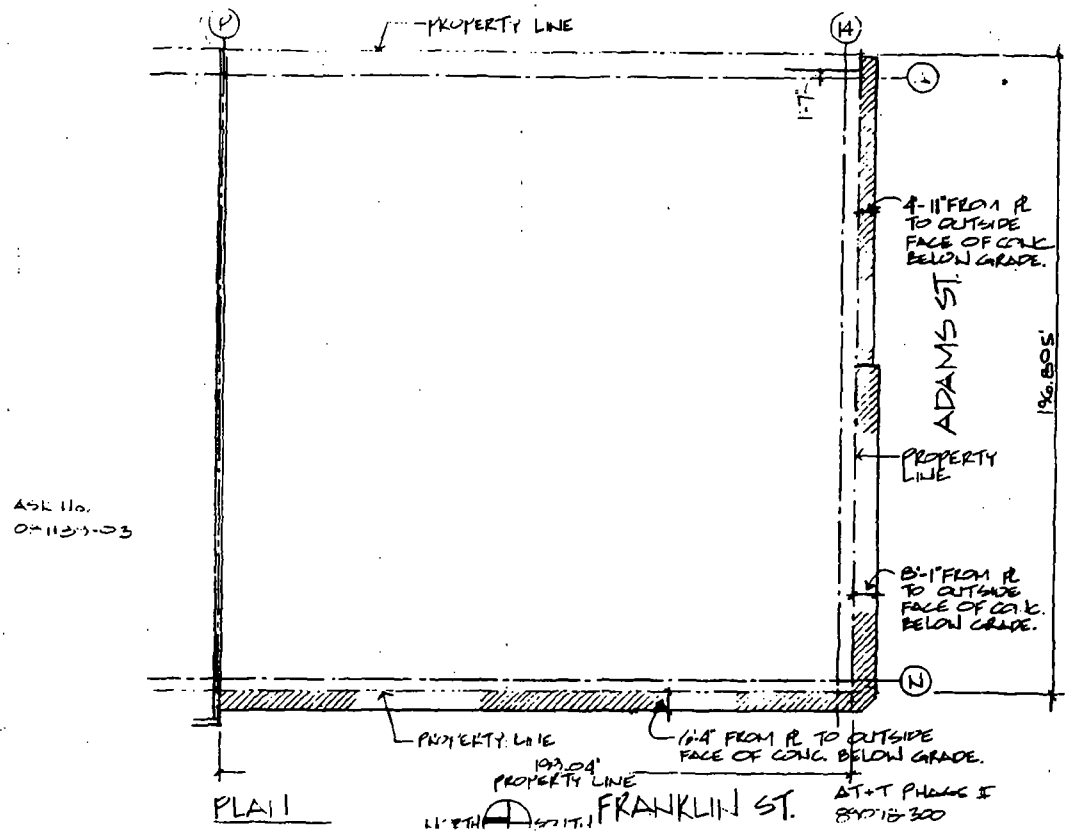
Boulevard Consultants, Inc.

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

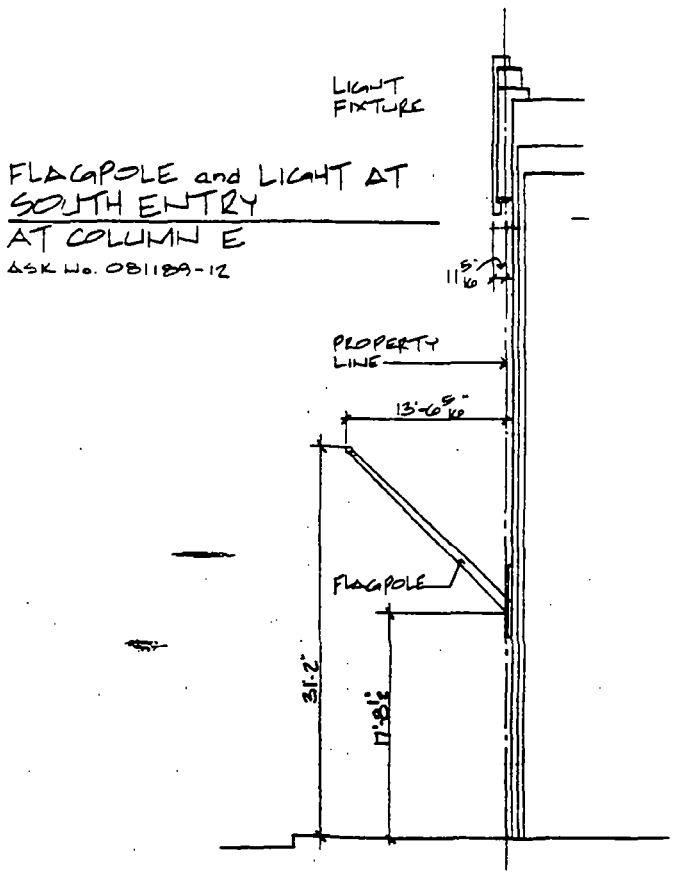
SECTION 1. Permission and authority are hereby given and granted to Boulevard Consultants, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a sidewalk vault adjacent to the premises known as 719 West Quincy Street. Vault is one hundred four (104) feet in length and thirteen (13) feet in width for a total of one thousand three hundred fifty-two (1,352) square feet along West Quincy Street. Permission and authority are also given and granted to install a standard sized sewage and grease basin within the above vaulted space according to plans and specifications approved by the Department of Transportation and Department of Sewers. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 1311)

Ordinance associated with this drawing printed on pages 1304 through 1308 of this Journal.



Ordinance associated with this drawing printed on pages 1304 through 1308 of this Journal.



(Continued from page 1308)

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 Four Hundred Seventy-six and no/100 Dollars ($476.00) 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 referred to in this ordinance printed on page 1314 of this Journal.]

Chicago Nails.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Nails, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) vaults used for utility services adjacent to its premises at 149 West Chicago Avenue and 228 West Chicago Avenue.

Vault No. 1:

At 149 West Chicago Avenue is twenty (20) feet in length and thirteen (13) feet in width, for a total of two hundred sixty (260) square feet.

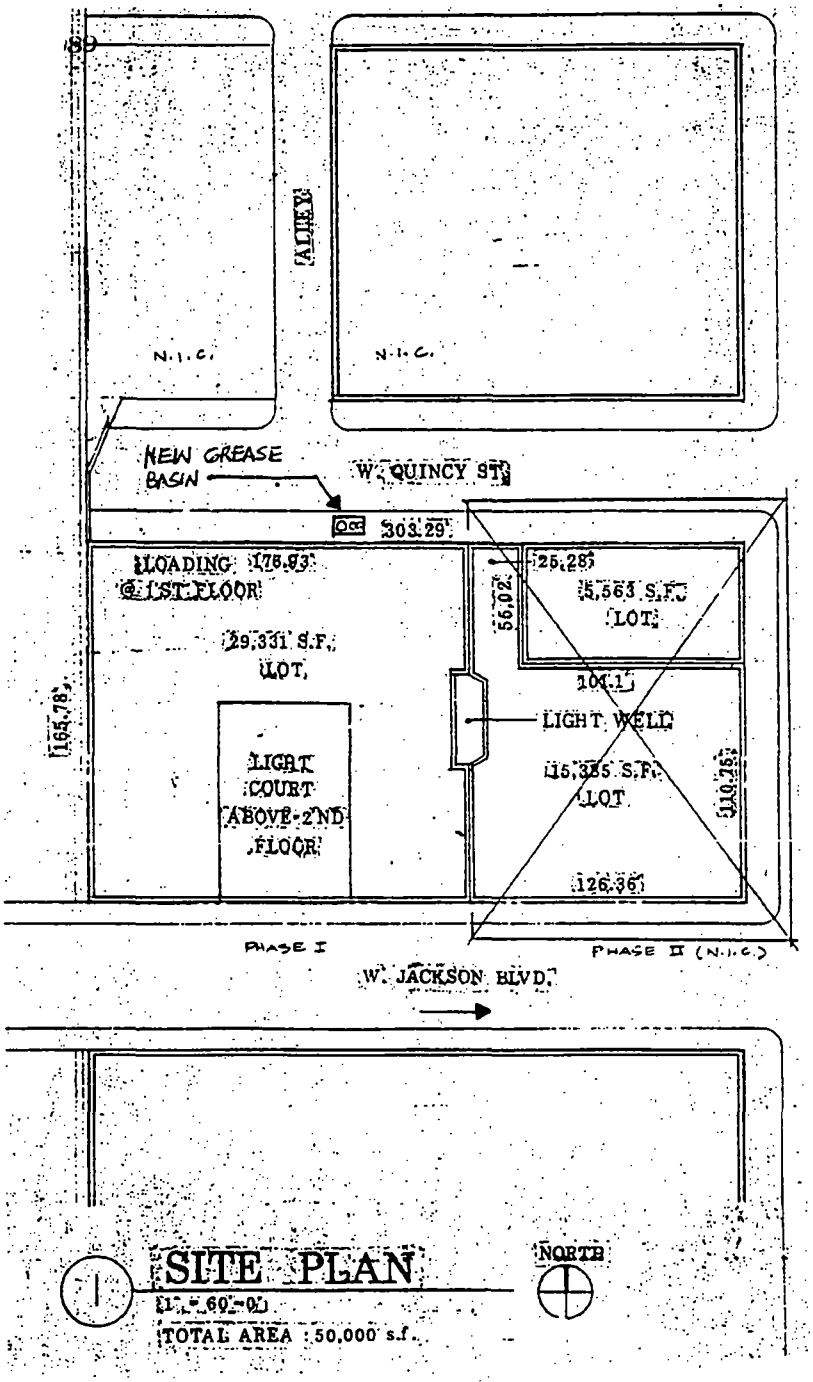
Vault No. 2:

At 228 West Chicago Avenue is twenty-one (21) feet in length and fourteen (14) feet in width, for a total of two hundred ninety-four (294) square feet.

Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 1315)

Ordinance associated with this drawing printed on pages 1308 through 1313 of this Journal.



(Continued from page 1313)

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 Six Hundred and no/100 Dollars ($600.00) 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 referred to in this ordinance printed on page 1318 of this Journal.]

Chicago Superior Associates.

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

SECTION 1. Permission and authority are hereby given and granted to the Chicago Superior Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) subsurface vaults to be used for additional underground parking adjacent to the premises at 737 North Michigan Avenue. The locations and descriptions of said vaults are as follows:

Vault No. 1:

Thirteen (13) feet in width and runs in a northerly direction along and under the sidewalk on the east side of North Michigan Avenue, from the north line of East Superior Street, a distance of approximately one hundred forty (140) feet and descends to a depth of fifty-nine (59) feet below grade.

Vault No. 2:

Nineteen (19) feet, six (6) inches in width and runs in an easterly direction under the sidewalk of East Superior Street, from the east line of North Michigan Avenue, a distance of approximately two hundred forty-one (241) feet and descends to a depth of fifty-nine (59) feet below grade.

(Continued on page 1319)

Ordinance associated with this drawing printed on pages 1313 through 1317 of this Journal.

VAULTED SIDEWALK SURVEY

DATE: 9-21-94
NAME: CHINESE CHISINE
ADDRESS: 228 W CHICAGO AVE
CHICAGO, ILLINOIS
CONTACT: ABDELLA POSITION: MANAGER
TELEPHONE NO: 312-944-2944
PROPERTY OWNER: ROBERT HSU
ADDRESS: 199 W. CHICAGO AVE 312-944-3658

TELEPHONE NO: 312-944-3658

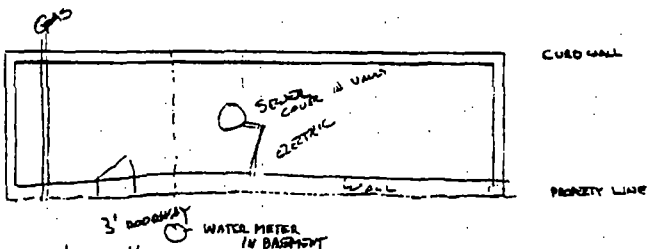
VAULTED SIDEWALK YES ✓ NO ____
IN USE YES ✓ NO ____

LENGTH 21'± WIDTH 14'± HEIGHT 9'± 2/7/95

CURB WALL BRICK ____ CONCRETE ✓ RUBBLE ____
END WALL BRICK ____ CONCRETE ✓ RUBBLE ____

Confirmed

UTILITIES: GAS SEWER WATER



COMMENTS: VAULT VL FILLED IN
W.M. INSIDE BUILDING
CALL BACK ON FRIDAY ABOUT ELECTRIC 9.22-94

(Continued from page 1317)

Vault No. 3:

Six (6) feet, six (6) inches in width and runs in a northerly direction under the east side of the north/south alley east of North Michigan Avenue from the north line of the east/west alley north of East Superior Street, a distance of sixty-six (66) feet and is located twelve (12) feet below grade.

Authority herein given and granted shall be for a period of five (5) years from and after January 21, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein 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 Fourteen Thousand One Hundred Sixteen and no/100 Dollars ($14,116.00) 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 referred to in this ordinance printed on page 1322 of this Journal.]

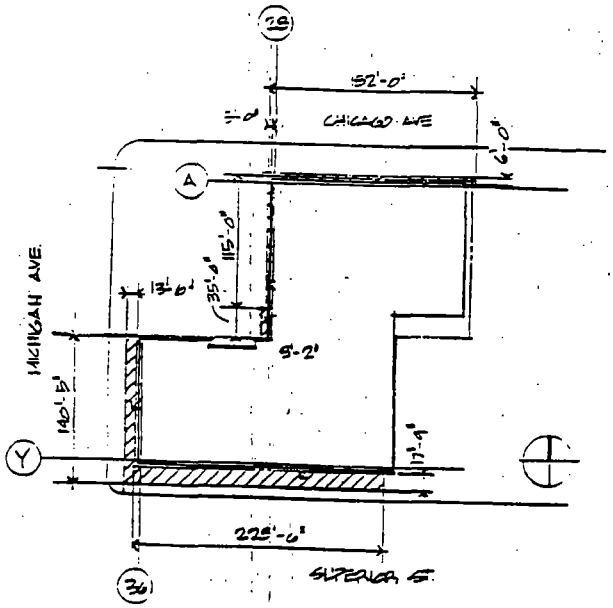
Deborah's Place.

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

SECTION 1. Permission and authority are hereby given and granted to Deborah's Place, upon the terms and subject to the conditions of this ordinance, to maintain and use one existing vault adjacent to the premises known as 1530 North Sedgwick Street. Vault is eleven (11) feet, eight (8) inches in length and four (4) feet, six (6) inches in width, for a total of fifty-four (54) square feet of space being used for storage and utility. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 1323)

Ordinance associated with this drawing printed on pages 1317 through 1321 of this Journal.



LOCATION PLAN

(Continued from page 1321)

The location of said privilege shall be as shown on print 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 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 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 referred to in this ordinance printed on page 1326 of this Journal.]

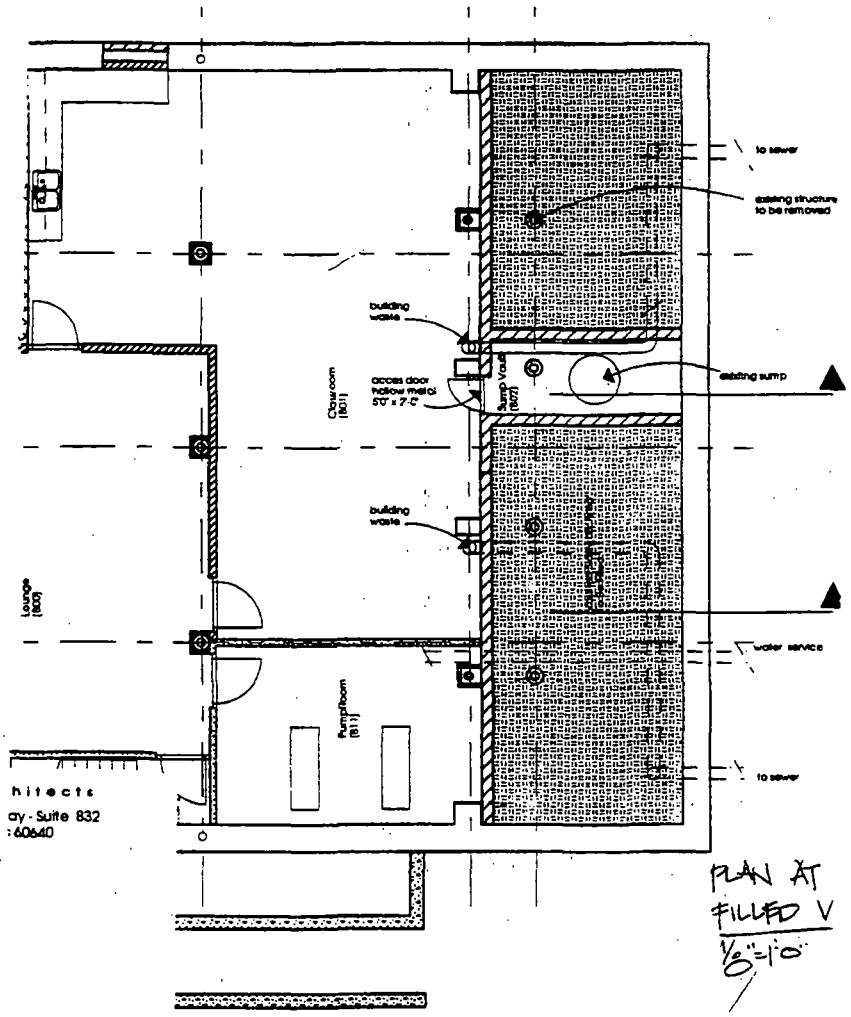
Evergreen Properties L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Evergreen Properties L.L.C., upon the terms and subject to the conditions of this ordinance, to maintain and use a concrete pad for the installation of a Commonwealth Edison transformer supplying power to the building located at 860 West Evergreen Avenue. Said concrete pad shall be eight (8) feet in length and seven (7) feet in width, along West Evergreen Avenue. Electrical conduits shall be installed thirty (30) inches below grade extending seventy (70) feet from the transformer to the Commonwealth Edison pole, conduits shall be two (2) to four (4) inches in diameter. In addition, a canopy measuring sixteen (16) feet in length and six (6) feet in width will be installed adjacent to the premises at 860 West Evergreen Avenue and be supported by two (2) concrete pads measuring two (2) feet, six (6) inches each as per plans approved by the Department of Transportation. Authority herein granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 1327)

Ordinance associated with this drawing printed on pages 1321 through 1325 of this Journal.



(Continued from page 1325)

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 Four Hundred Seventy-three and no/100 Dollars ($473.00) 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.

[Drawings referred to in this ordinance printed on pages 1330 through 1331 of this Journal.]

Illinois College Of Optometry.

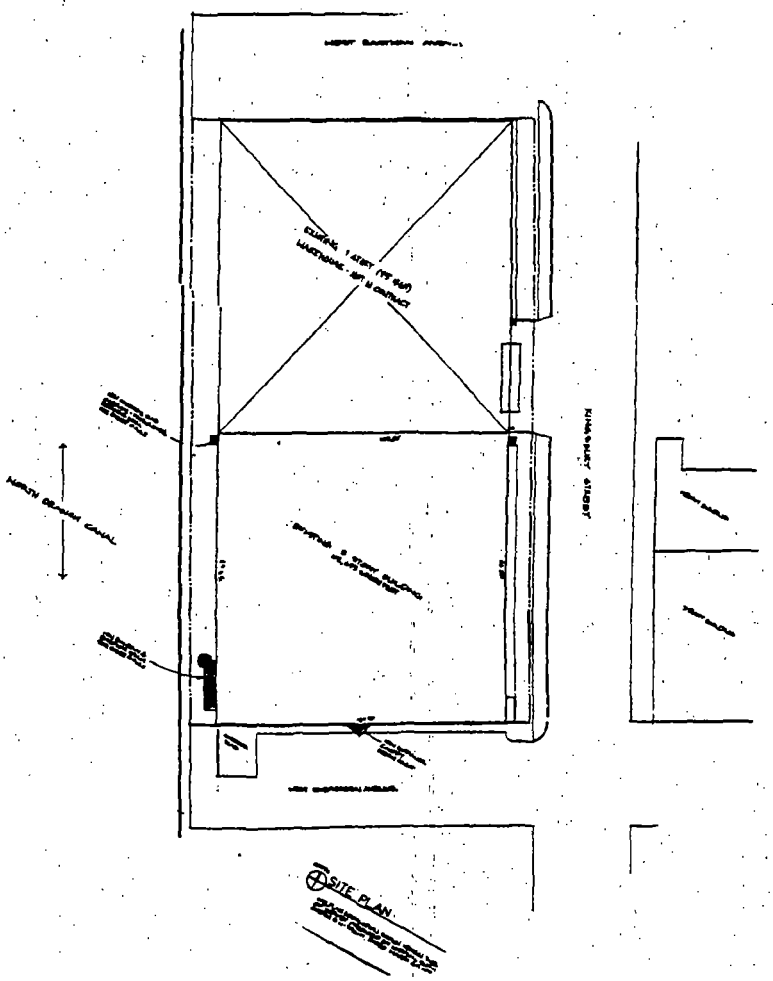
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Illinois College of Optometry, upon the terms and subject to the conditions of this ordinance construct, install and maintain three (3) underground conduits adjacent to the premises known as 3241 South Michigan Avenue. Said conduits shall be installed as per plans approved by the Department of Transportation between East 32nd Street and East 33rd Street and across South Indiana Avenue for a total of three hundred sixty-four (364) lineal feet as per plans. Conduits shall be used for the electrical service, data and cooling service, cable and piping, to connect the existing college campus with the new dormitory located across South Indiana Avenue. This ordinance does not authorize grantee to operate a cable television system or to sell, lease, re-lease, exchange or resell telecommunication or cooling services to third parties. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

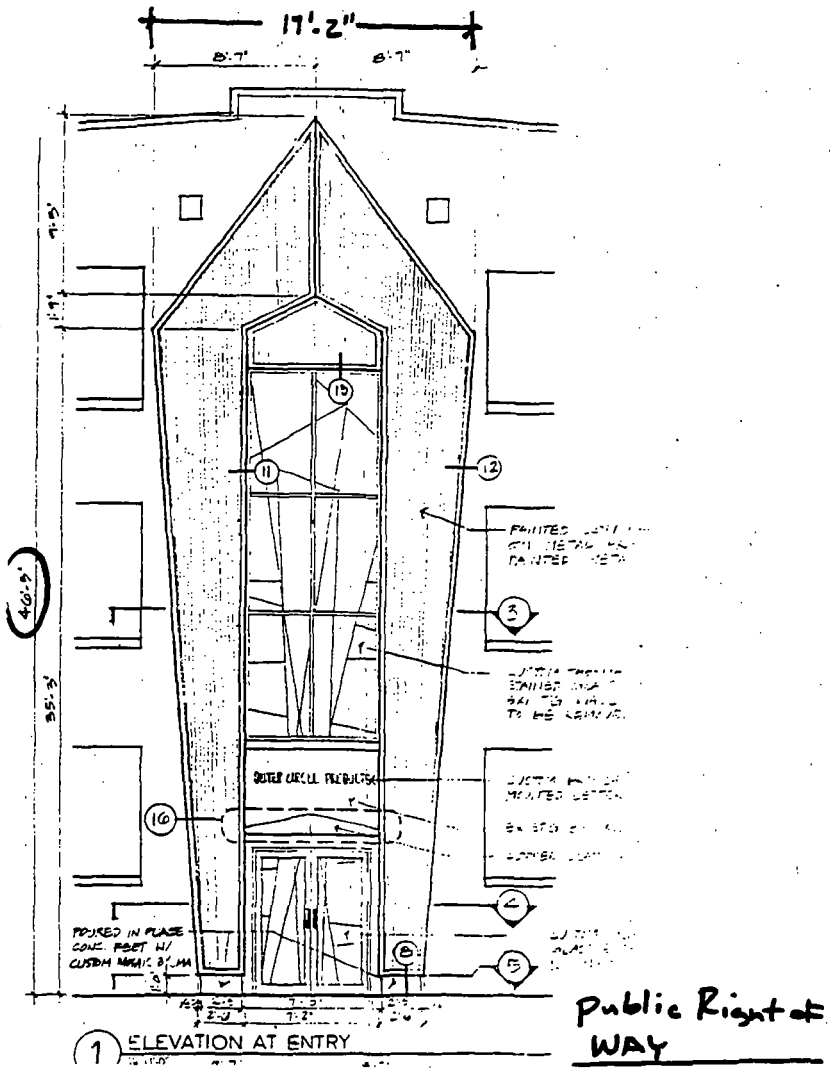
The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable

(Continued on page 1332)

Ordinance associated with this drawing printed on pages 1325 through 1329 of this Journal.



Ordinance associated with this drawing printed on pages 1325 through 1329 of this Journal.



(Continued from page 1329)

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 Thousand One Hundred Eighty-four and no/100 Dollars ($2,184.00) 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.

[Drawings referred to in this ordinance printed on pages 1335 through 1337 of this Journal.]

Inter Continental Hotels Corporation.

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

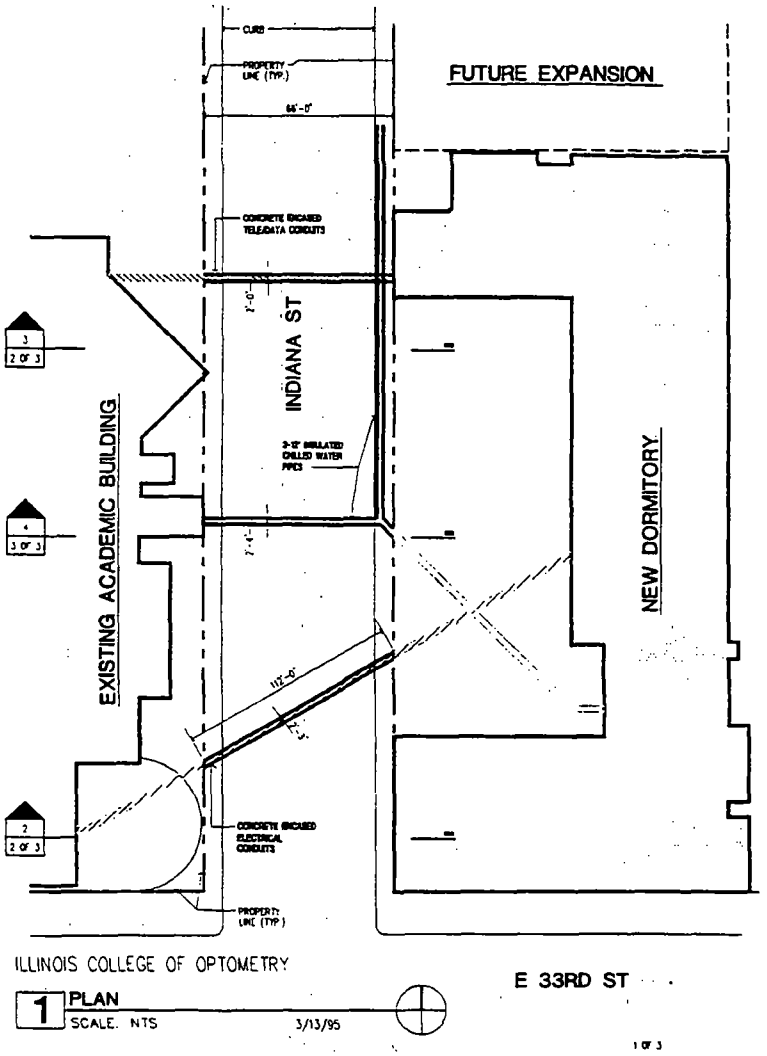
SECTION 1. Permission and authority are hereby given and granted to Inter Continental Hotels Corporation, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use as now constructed various privileges on, under and over the public right-of-way adjacent to the premises 505 North Michigan Avenue, as follows:

Two-Story Covered Bridge:

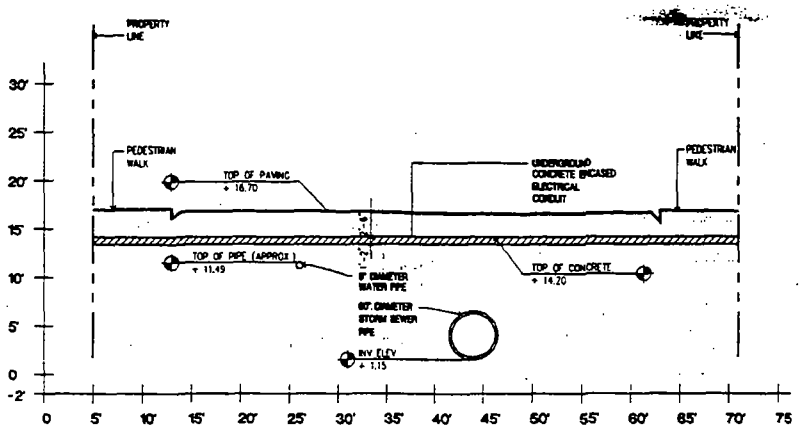
Over the north/south and east/west 18 foot public alleys in the block bounded by North Michigan Avenue, East Grand Avenue, North St. Clair Street and East Illinois Street. Said bridge is used for pedestrian passage and contain portions used primarily as building extensions. Dimensions of the portion of bridge over the north/south alley are approximately one hundred (100) feet in length, eighteen (18) feet in width and twenty (20) feet in height. Dimensions of the portion of bridge over the east/west alley are approximately forty-four (44) feet in length, eighteen (18) feet in width and varies in height from approximately nineteen (19) feet to a height of thirty-one (31) feet. Ground clearance of the bridge is approximately fourteen (14) feet and connects the second floors of the premises at 505 North Michigan Avenue with 153 -- 157 East Grand Avenue.

(Continued on page 1338)

Ordinance associated with this drawing printed on pages 1329 through 1334 of this Journal.



Ordinance associated with this drawing printed on pages 1329 through 1334 of this Journal.

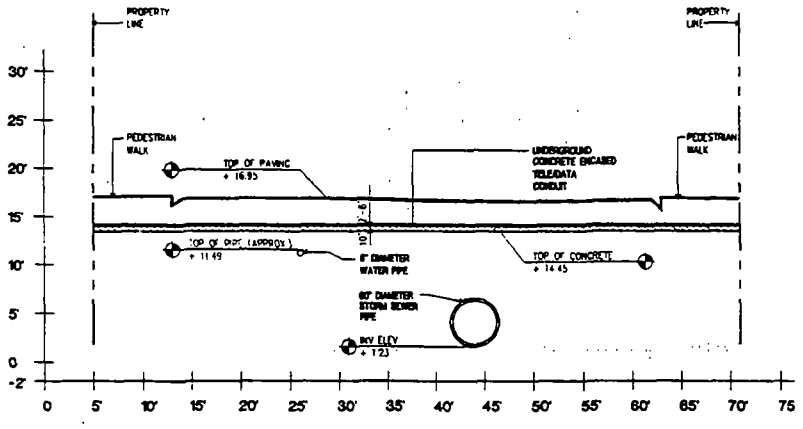


ILLINOIS COLLEGE OF OPTOMETRY

2 SECTION THRU INDIANA AVE (AT ELECTRICAL CONDUIT)

SCALE: 1/8"=1'-0" 3/13/95

NOTE: ELEVATION BASED ON CHICAGO CITY DATUM



ILLINOIS COLLEGE OF OPTOMETRY

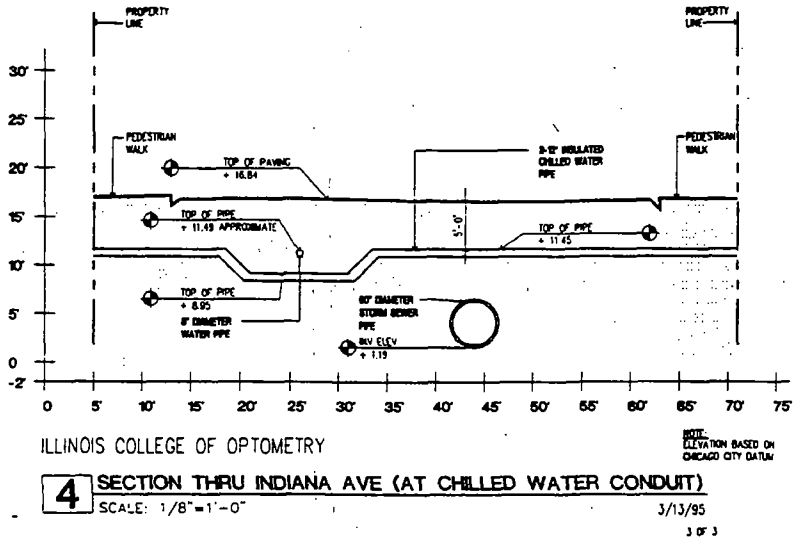
3 SECTION THRU INDIANA AVE (AT TELE/DATA CONDUIT)

SCALE: 1/8"=1'-0" 3/13/95

NOTE: ELEVATION BASED ON CHICAGO CITY DATUM

2 of 3

Ordinance associated with this drawing printed on pages 1329 through 1334 of this Journal.



(Continued from page 1334)

Vaulted Area:

The outside dimensions of said subsurface space is approximately fifty (50) feet in length and nineteen (19) feet in width. Said area contains a hatch opening on the sidewalk six (6) feet by ten (10) feet at an elevation of approximately twenty-four (24) feet and located under the seventy-four (74) foot right-of-way of East Illinois Street at a point adjacent to the north/east line of North Michigan Avenue and proceeds in an easterly direction a distance of fifty (50) feet and a depth of approximately eight (8) feet.

Loading Platform:

Outside dimensions of the loading dock are ninety-six (96) feet in length and eleven (11) feet in width, located on the east side of lower North Michigan Avenue, adjacent to the south line of East Grand Avenue and proceeds from that point in a southerly direction a distance of ninety-six (96) feet.

Curb Cut:

To occupy a portion of North Michigan Avenue as a curb cut for taxicabs. Said occupation of space is approximately eighty (80) feet in length and eight (8) feet in width for a total of six hundred forty (640) square feet.

Refuse Compactor:

To occupy a portion of the sixty-six (66) foot right-of-way of the east side of lower level of North Michigan Avenue approximately one hundred eighteen (118) feet north of the north line of East Illinois Street and eighty-nine (89) feet south of the south line of East Grand Avenue for a refuse compactor installed on a concrete pad, thirty-five (35) feet in length, eleven (11) feet in width, and one (1) foot in height for a total of three hundred eighty-five (385) square feet, and containing proper drainage with a cast iron catch basin and a connection with the existing sewer.

Elevated Sidewalk:

The dimensions of the sidewalk are approximately one hundred ten (110) feet in length, and eleven (11) feet in width. Dimensions of the

staircase are approximately thirty-six (36) feet in length, and five (5) feet in width. Location of elevated sidewalk is directly adjacent to the southeast corner of North Michigan Avenue and East Grand Avenue and from that point proceeds in an easterly direction along the south line of East Grand Avenue, a distance of approximately one hundred ten (110) feet, thence terminating with the descending staircase.

Flagpoles:

There shall be six (6) wall-mounted overhead standards to be attached to the building at 505 North Michigan Avenue. Three (3) standards shall be located along North Michigan Avenue and three (3) standards shall be located along East Illinois Street. Flagpole standards shall be fifteen (15) feet in length and four (4) inches in diameter.

Also, there shall be two (2) flagpole standards permanently installed in the public right-of-way along North Michigan Avenue. One (1) shall be installed sixty-seven (67) feet south of the south line of East Grand Avenue and the other shall be installed one hundred one (101) feet south of the south line of East Grand Avenue. These two (2) standards shall be eight (8) inches in diameter and forty (40) feet in height.

Canopies:

Along North Michigan Avenue.

Canopy No. 1 shall be the lobby entrance canopy and is ten (10) feet in length and eight (8) feet in width for a total of eighty (80) square feet.

Canopies No. 2 through No. 9 shall be above the windows along North Michigan Avenue and shall be eleven (11) feet in length and three (3) feet in width for a total of two hundred sixty-four (264) square feet.

Along East Illinois Street.

Canopy No. 10 shall be the lobby entrance canopy and is eighteen (18) feet in length and eleven (11) feet in width including existing light standards for a total of one hundred ninety-eight (198) square feet.

Canopies No. 11 and No. 12 shall be above the windows along East Illinois Street and shall be eleven (11) feet in length and three (3) feet in width for a total of sixty-six (66) square feet.

Authority for the above named privileges is herein granted for a period of five (5) years from and after February 7, 1995.

The location of said privileges shall be as shown on print hereto attached, which by reference is 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 that portion of the public way 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 Twenty-one Thousand Four Hundred three and no/100 Dollars ($21,403.00) 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 way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way 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 privileges 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 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 privileges being granted by this ordinance are 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 referred to in this ordinance printed on page 1343 of this Journal.]

Lab-Lofts, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Lab-Lofts, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use sixteen (16) balconies over the public right-of-way adjacent to the premises known as 1601 -- 1623 West School Street. Said balconies shall be installed on floors three (3) through six (6) on the West School Street elevation, four (4) balconies per floor. Each balcony will extend five (5) feet from the face of the building and have a guardrail forty-two (42) inches in height. Balconies will be between fourteen (14) and fifteen (15) feet, six (6) inches in length. Lowest balconies will be no less than thirty-two (32) feet, ten (10) inches above the sidewalk. Authority herein given and granted shall be for a period of ten (10) years from and after passage of this ordinance.

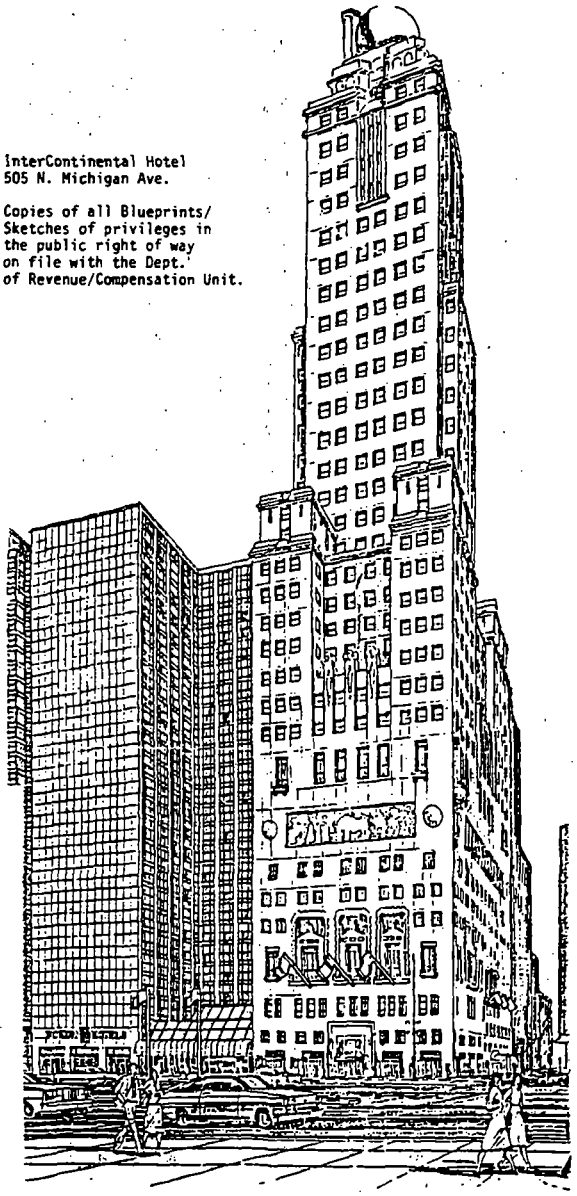
The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings,

(Continued on page 1344)

Ordinance associated with this drawing printed on pages 1334 through 1342 of this Journal.

InterContinental Hotel
505 N. Michigan Ave.

Copies of all Blueprints/
Sketches of privileges in
the public right of way
on file with the Dept.
of Revenue/Compensation Unit.



SHEET 7/8

(Continued from page 1342)

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 Eight Hundred and no/100 Dollars ($800.00) 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 way 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.

[Drawings referred to in this ordinance printed on pages 1347 through 1348 of this Journal.]

Jaime Linares.

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

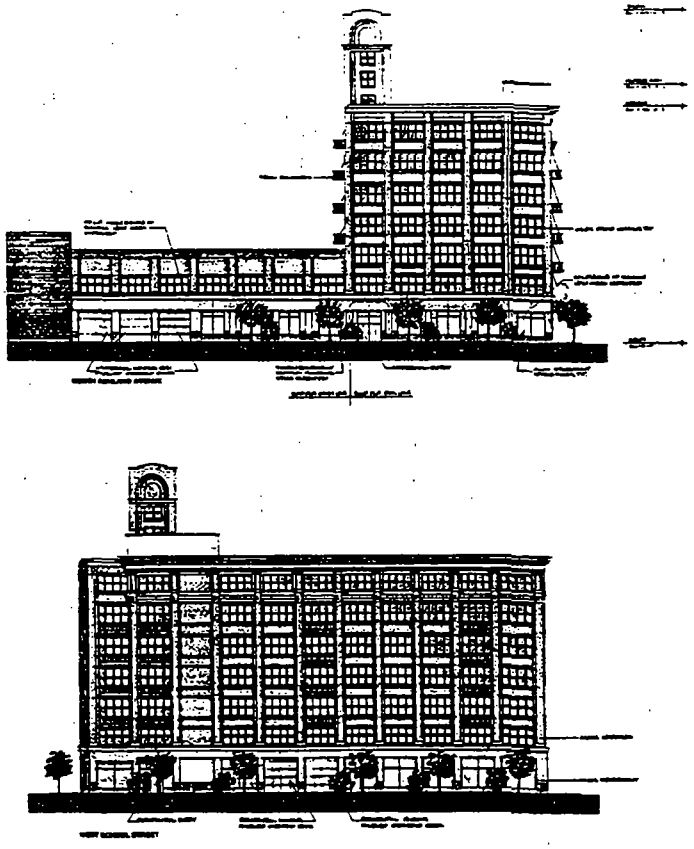
SECTION 1. Permission and authority are hereby given and granted to Jaime Linares, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) lint basins adjacent to the premises known as 4234 West 26th Street. Lint basin shall be four (4) feet in diameter and be installed in the public right-of-way along South Kildare Avenue as per plans approved by the Department of Transportation. Authority herein given and granted shall be for a period of five (5) years from and after 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.

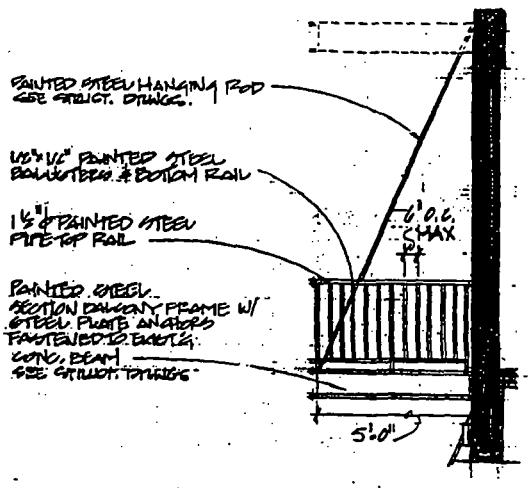
SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee 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 way as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 1349)

Ordinance associated with this drawing printed on pages 1342 through 1346 of this Journal.



Ordinance associated with this drawing printed on pages 1342 through 1346 of this Journal.



(2) RESIDENTIAL BALCONY: SIDE ELEV.
1/4"=1'-0"

(Continued from page 1346)

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.

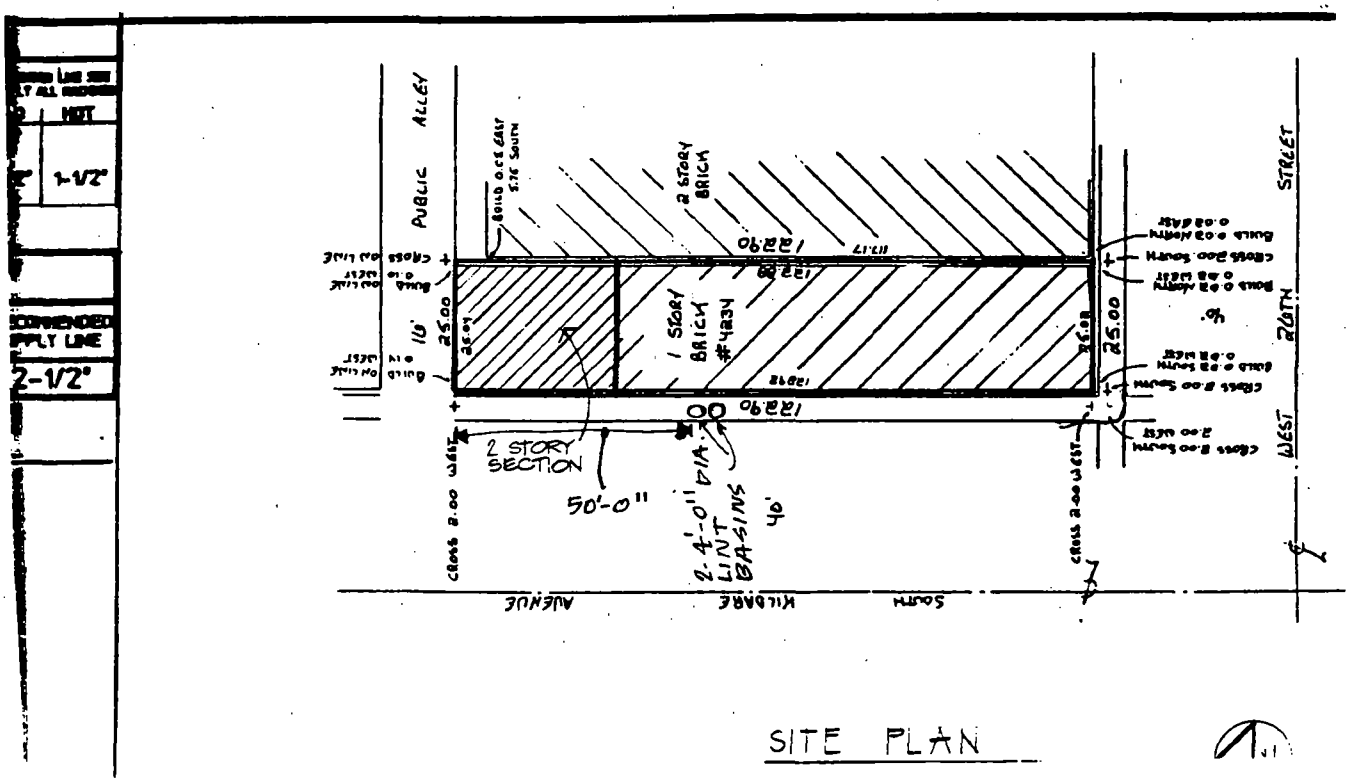
[Drawing referred to in this ordinance printed on page 1351 of this Journal.]

Mr. Dennis Manarchy And Ms. Mary Beth Manarchy.

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

(Continued on page 1352)

Ordinance associated with this drawing printed on pages 1346 through 1350 of this Journal.



SITE PLAN

(Continued from page 1350)

SECTION 1. Permission and authority are hereby given and granted to Dennis and Mary Beth Manarchy, upon the terms and subject to the conditions of this ordinance, to maintain and use a fire escape over the public way adjacent to the premises known as 656 West Hubbard Street. Said fire escape shall extend from the third story and shall be thirty-nine (39) feet in length on the second floor, six (6) feet in width on the second floor level and seventeen (17) feet in length, six (6) feet in width on the third floor level. Authority herein given is for a period of five (5) years from and after February 7, 1995.

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 One Hundred and no/100 Dollars ($100.00) 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 referred to in this ordinance printed on page 1355 of this Journal.]

Moody Bible Institute Of Chicago.
(153 West Chicago Avenue)

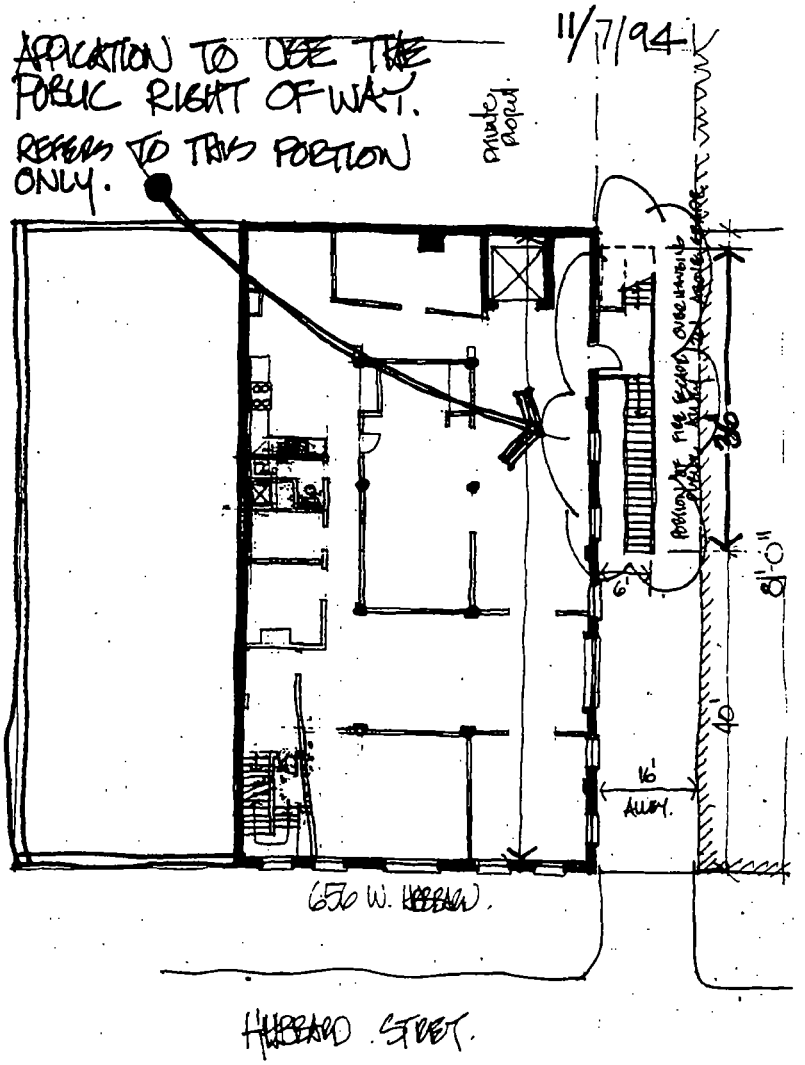
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Moody Bible Institute of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing vault adjacent to the premises at 153 West Chicago Avenue. Vault is eighteen (18) feet, four (4) inches in length and thirteen (13) feet, eight (8) inches in width for a total of two hundred fifty-three (253) square feet with ninety-two (92) inches of space being used for a bookstore customer service area. Authority herein given shall be for a period of five (5) years from and after 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.

(Continued on page 1356)

Ordinance associated with this drawing printed on pages 1350 through 1354 of this Journal.



(Continued from page 1354)

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 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 referred to in this ordinance printed on page 1359 of this Journal.]

Moody Bible Institute Of Chicago.
(820 North LaSalle Street)

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

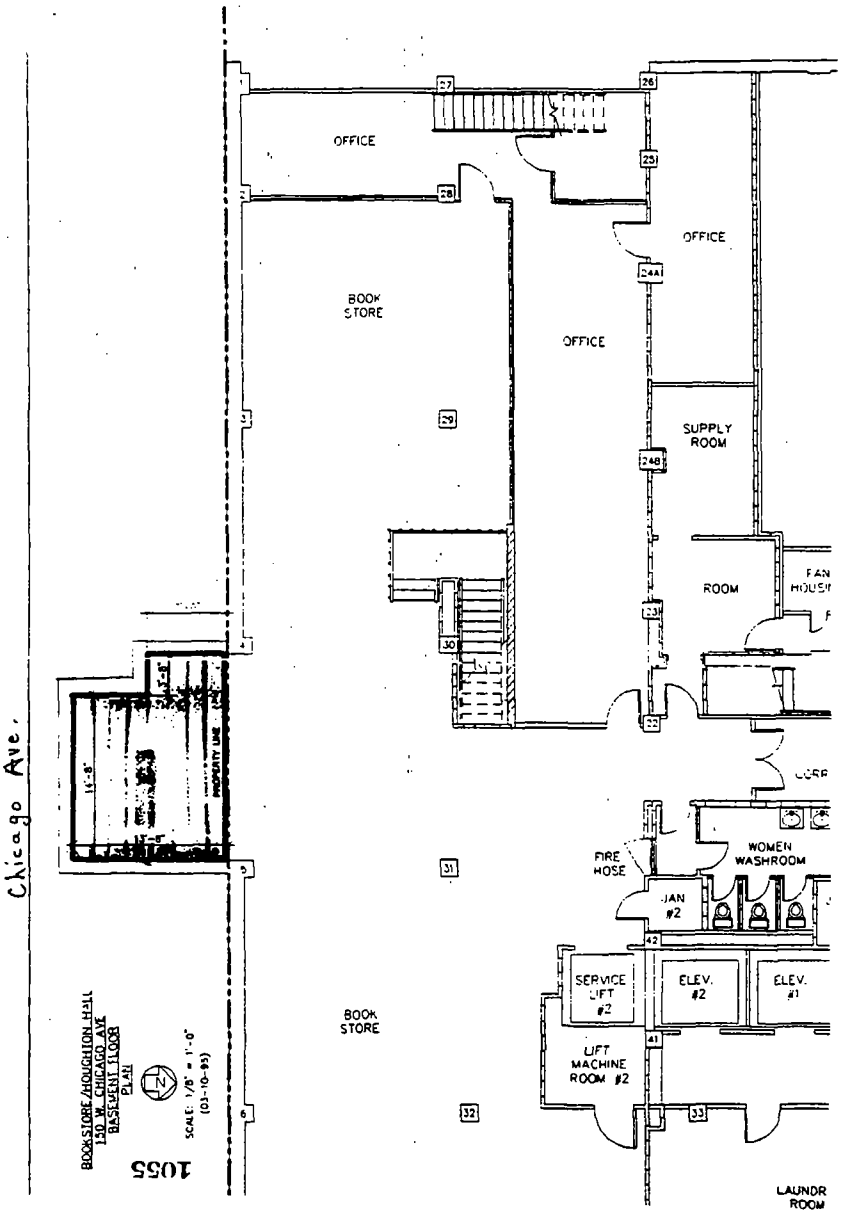
SECTION 1. Permission and authority are hereby given and granted to Moody Bible Institute of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) existing vault adjacent to the premises at 820 North LaSalle Street. Vault is seventy (70) feet in length and eight (8) feet, six (6) inches in width for a total of six hundred two (602) square feet of space being used for cafeteria seating, food service storage and office space. Authority herein given and granted shall be for a period of five (5) years from and after 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 Three Hundred Eighty-five and no/100 Dollars ($385.00) 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

(Continued on page 1360)

Ordinance associated with this drawing printed on pages 1354 through 1358 of this Journal.



(Continued from page 1358)

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.

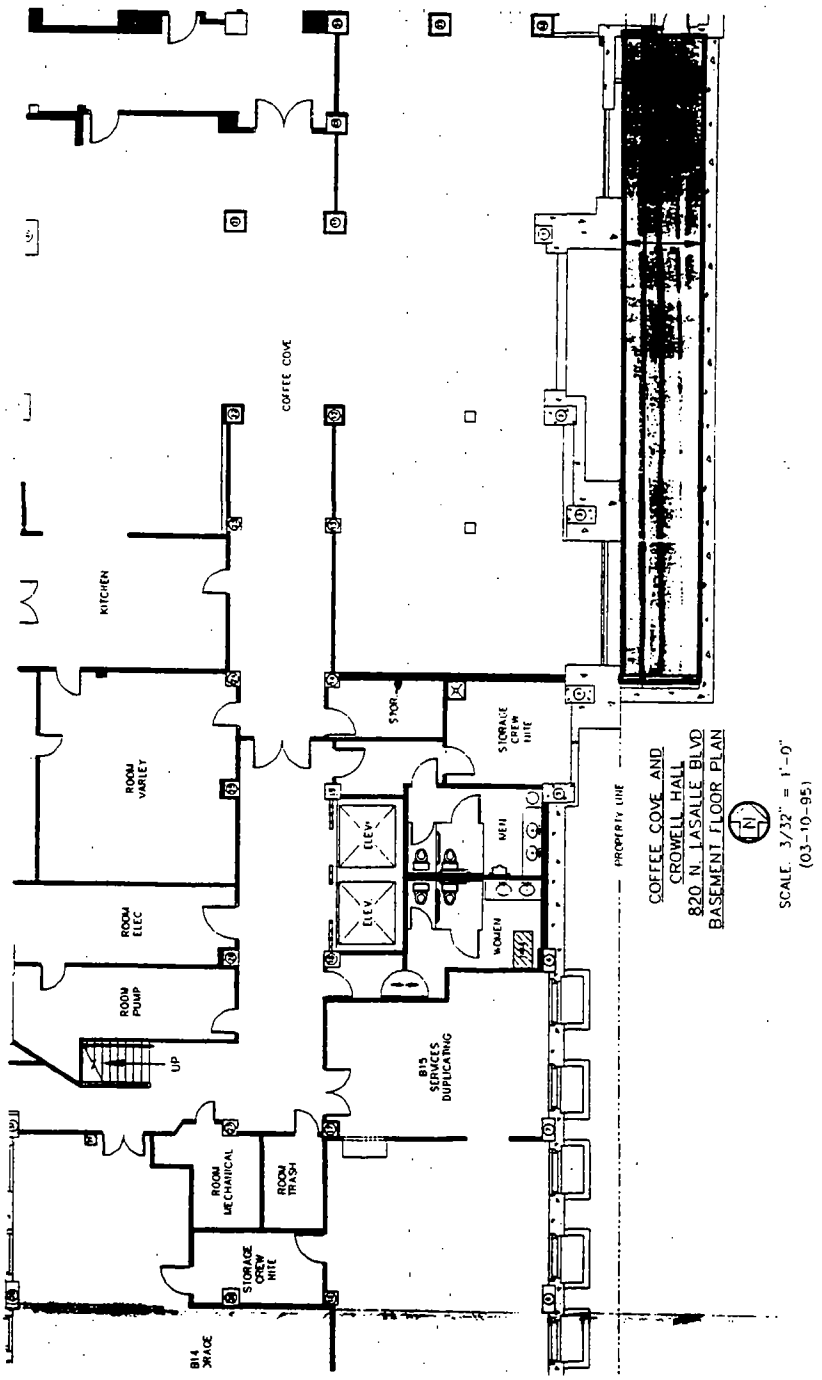
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 referred to in this ordinance printed on page 1362 of this Journal.]

Ordinance associated with this drawing printed on pages 1358 through 1361 of this Journal.



Moody Bible Institute Of Chicago.
(830 North LaSalle Street)

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

SECTION 1. Permission and authority are hereby given and granted to Moody Bible Institute of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) existing vaults adjacent to the premises at 830 North LaSalle Street, described as follows:

Vault No. 1:

Length, ninety (90) feet; width, nine (9) feet; and height, nine (9) feet.

Vault No. 2:

Length, twelve (12) feet, six (6) inches; width, nine (9) feet; and height, nine (9) feet.

Total area of eight hundred eighty-five point sixty (885.60) square feet of space is being used for dining room, washrooms, storage and sump pump room. Authority herein granted shall be for a period of five (5) years from and after 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 Three Hundred Seventy-one and no/100 Dollars ($371.00) 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.

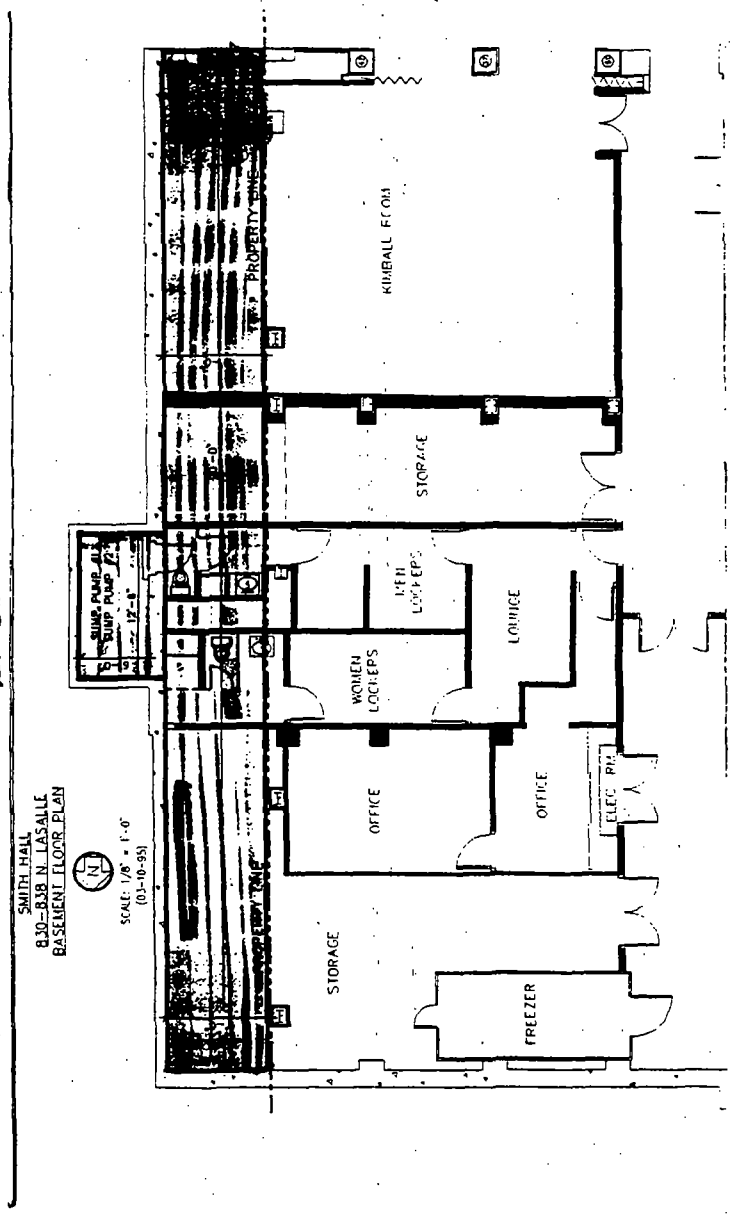
[Drawing referred to in this ordinance printed on page 1366 of this Journal.]

Mr. Gene Y. Moy And Ms. Susan L. Moy.

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

(Continued on page 1367)

Ordinance associated with this drawing printed on pages 1363 through 1365 of this Journal.



(Continued from page 1365)

SECTION 1. Permission and authority are hereby given and granted to Gene Y. Moy and Susan L. Moy, upon the terms and subject to the conditions of this ordinance, to maintain and use one existing vault adjacent to the premises known as 413 West Chicago Avenue. Vault is twenty-five (25) feet in length and fourteen (14) feet in width for a total of three hundred fifty (350) square feet along West Chicago Avenue, being used for sewer clean out and water valves. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print 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 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 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 referred to in this ordinance printed on page 1370 of this Journal.]

Novelty Glass And Mirror Company.

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

SECTION 1. Permission and authority are hereby given and granted to Novelty Glass and Mirror Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pedestrian tunnel twelve (12) feet in width, seven (7) feet in height and thirty (30) feet in length under and across West Carroll Avenue at a point three hundred thirty-eight (338) feet east of the east line of North Cicero Avenue, connecting the building located at 4726 West Lake Street with 4725 West Kinzie Street, for a period of five (5) years from and after January 6, 1995.

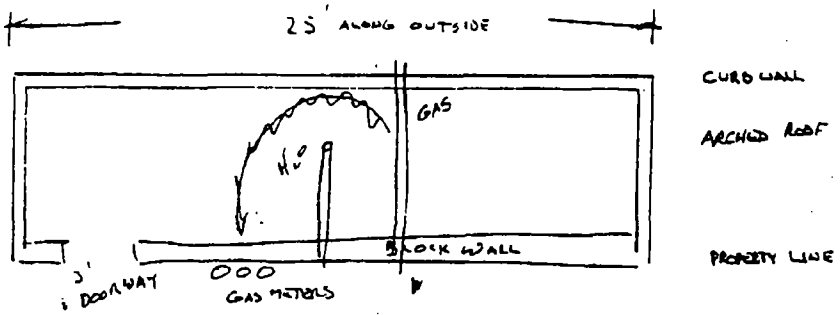
The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 1371)

Ordinance associated with this drawing printed on pages 1365 through 1369 of this Journal.

CURB WALL BRICK ____ CONCRETE ____ RUBBLE ____
END WALL BRICK ____ CONCRETE ____ RUBBLE ____

UTILITIES: _____



COMMENTS: APPEARS TO BE VAULTED FROM OUTSIDE
IT IS VAULTED GAS LINE THRU WALLS
WATER LINE COMES UP OUT OF FLOOR & GOES SOUTH INTO
BLDG. NO WATER METER IN VAULT
NO ELECTRIC IN VAULT

(Continued from page 1369)

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 Four Hundred and no/100 Dollars ($400.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates 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 referred to in this ordinance printed on page 1374 of this Journal.]

Our Lady Of The Resurrection Medical Center.

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

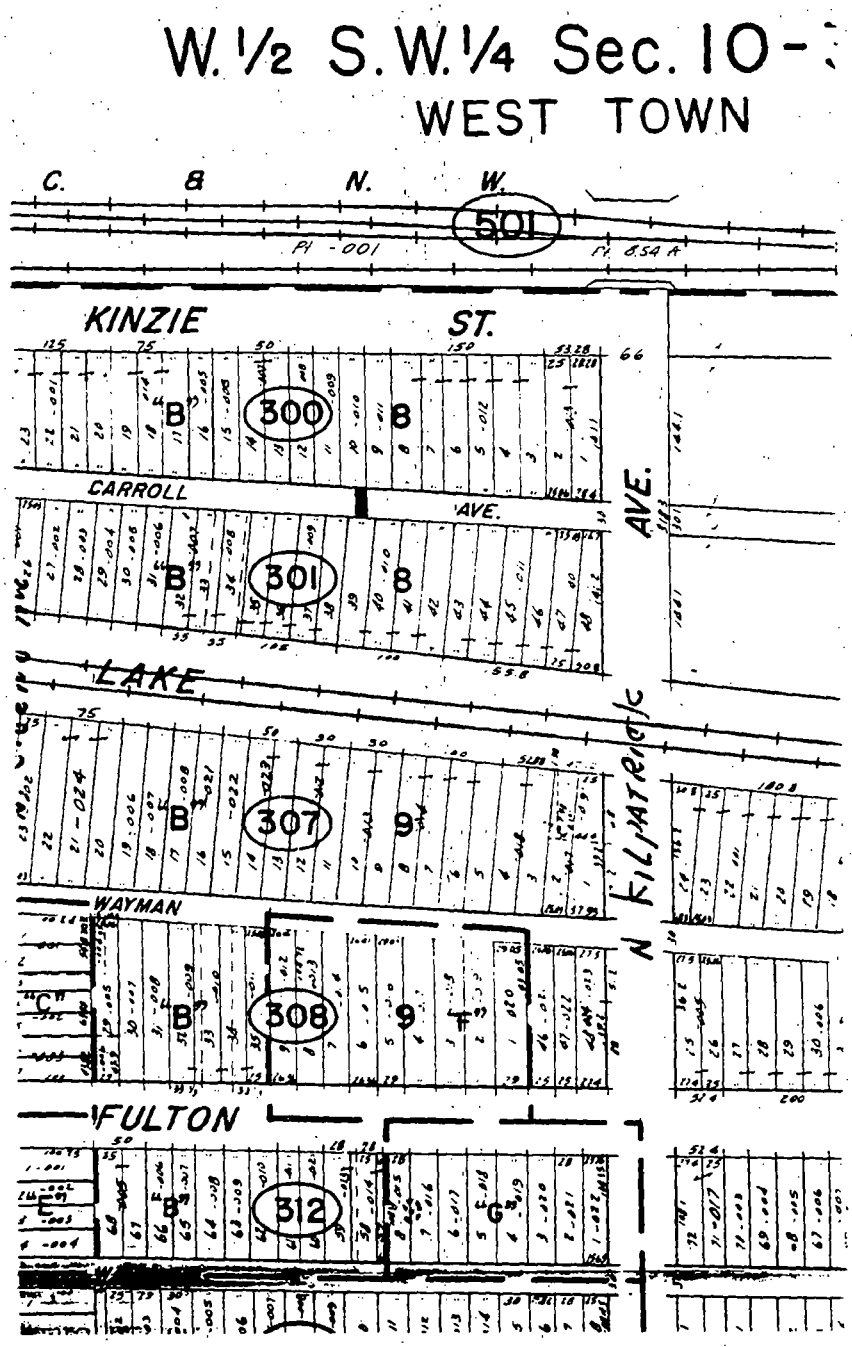
SECTION 1. Permission and authority are hereby given and granted to Our Lady of the Resurrection Medical Center, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) conduits under and across West Addison Street, at a point one hundred fifty-one (151) feet west of the west line of North Central Avenue. Also, under and across a sixteen (16) foot public alley at a point eighty (80) feet north of the north line of West Addison Street. Said conduits are placed at a depth of not less than three (3) feet below street and alley grade, connecting the main hospital building at 5645 West Addison Street to the building at 5644 West Addison Street. Authority herein granted shall be for a period of five (5) years from and after June 17, 1995.

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 Thirty-two and no/100 Dollars ($232.00) per annum, in advance. In case of

(Continued on page 1375)

Ordinance associated with this drawing printed on pages 1369 through 1373 of this Journal.



(Continued from page 1373)

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.

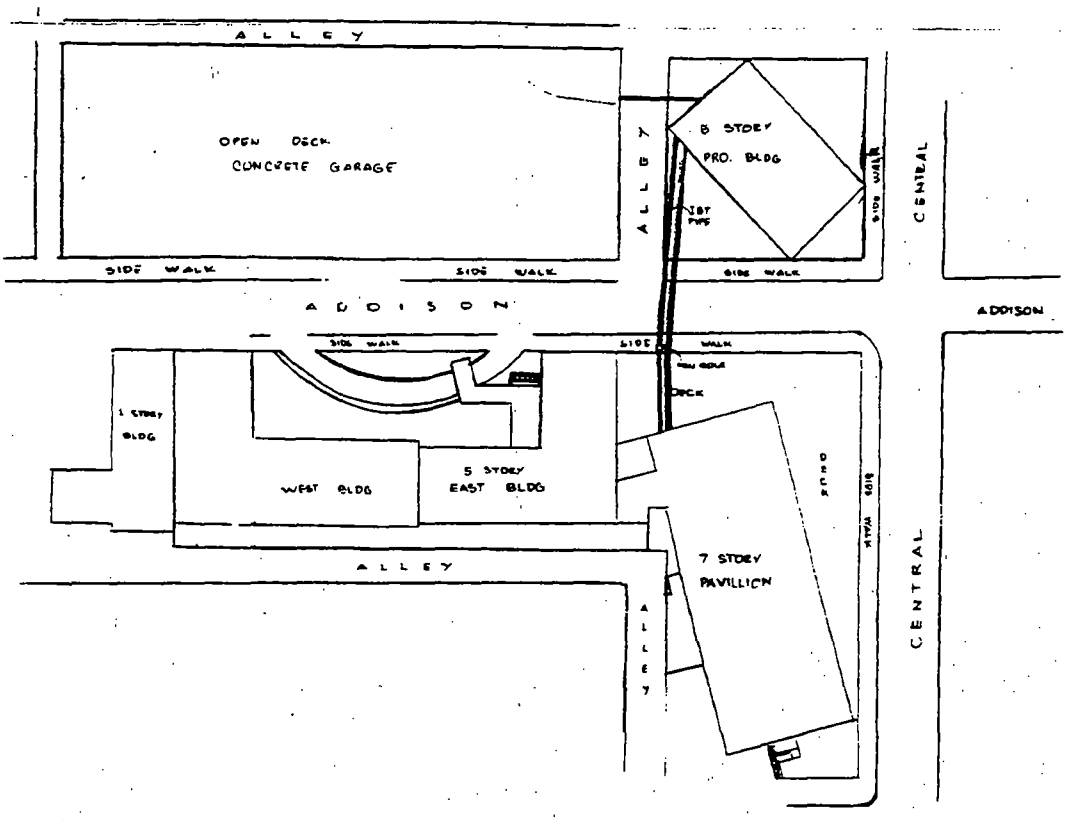
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 referred to in this ordinance printed on page 1377 of this Journal.]

Ordinance associated with this drawing printed on pages 1373 through 1376 of this Journal.



Park Hyatt Hotel.

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

SECTION 1. Permission and authority are hereby given and granted to Park Hyatt Hotel, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a manhole adjacent to the premises known as 800 North Michigan Avenue. The manhole shall be four (4) feet in diameter and be used for the inspection of the building's sewer. The manhole shall be installed as per plans and permits approved by the Department of Transportation along North Rush Street. Authority herein given 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 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 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 referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Pickford Condo Association.

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

SECTION 1. Permission and authority are hereby given and granted to Pickford Condo Association, upon the terms and subject to the conditions of this ordinance, to maintain and use an existing curb cut adjacent to the premises known as 2907 -- 2919 North Pine Grove Avenue. Said curb cut is fifteen (15) feet in length along the east curb line of North Pine Grove Avenue. Authority herein given and granted shall be for a period of five (5) years from and after 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 Zero and no/100 Dollars ($0.00) 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 referred to in this ordinance printed on page 1384 of this Journal.]

Randolph Flowers.

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

SECTION 1. Permission and authority are hereby given and granted to Randolph Flowers, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public way on East Randolph Street, adjacent to premises known as 77 East Randolph Street. The above space is to be occupied by a flowerstand and shall be sixteen (16) feet in length and four (4) feet in width. Authority herein granted shall be for a period of five (5) years from and after May 15, 1995.

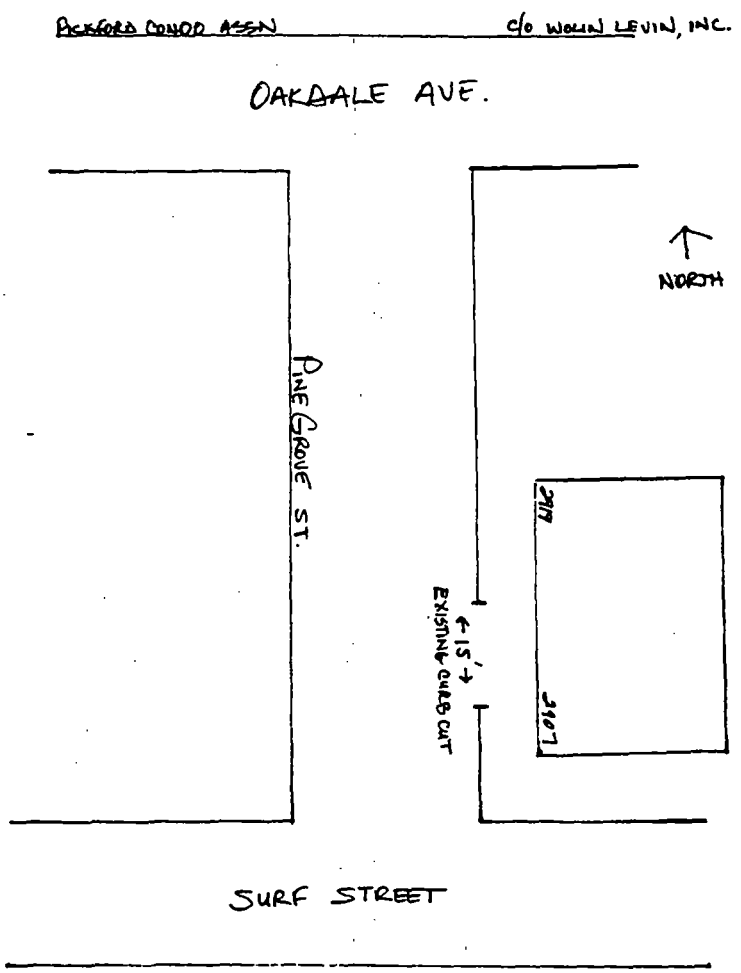
The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the 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 Five Hundred Eighty-three and no/100 Dollars ($583.00) 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,

(Continued on page 1385)

Ordinance associated with this drawing printed on pages 1380 through 1383 of this Journal.



(Continued from page 1383)

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.

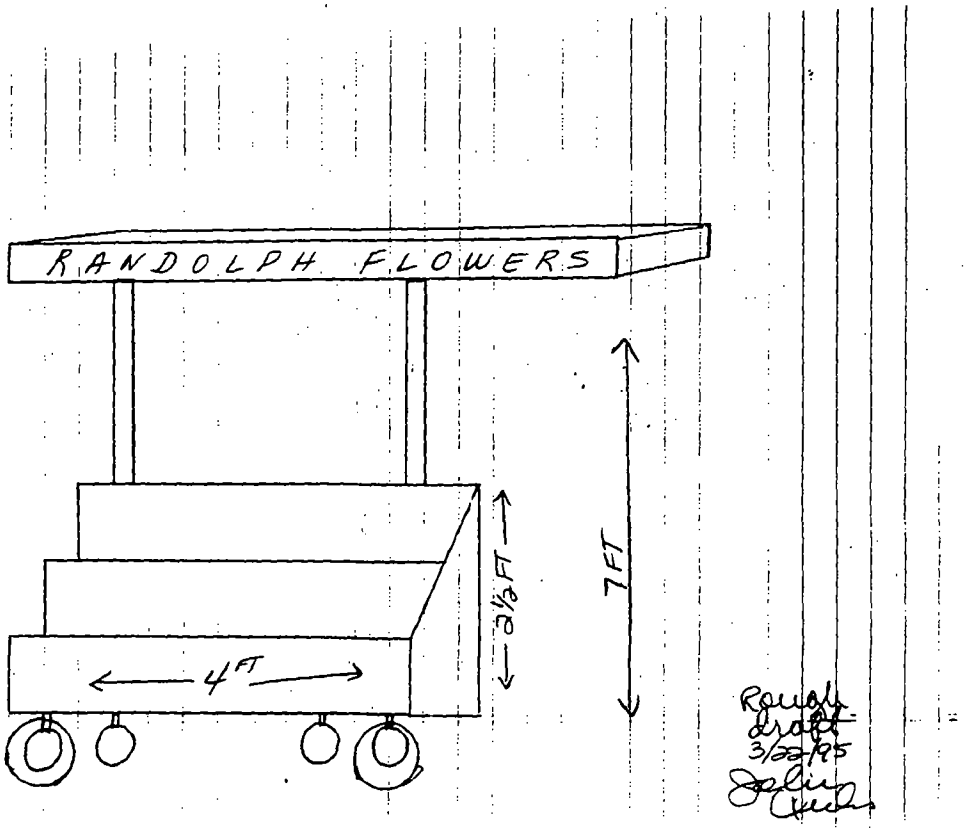
[Drawing referred to in this ordinance printed on page 1387 of this Journal.]

Sears, Roebuck And Co.

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

(Continued on page 1388)

Ordinance associated with this drawing printed on pages 1383 through 1386 of this Journal.



(Continued on page 1386)

SECTION 1. Permission and authority are hereby given and granted to Sears, Roebuck and Co., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered pedestrian bridge or passageway over and across South Spaulding Avenue forty (40) feet south of the south line of West Arthington Street. Said covered bridge or passageway shall be approximately eighty-six (86) feet in length, seven (7) feet in width and nine (9) feet in height, inside dimensions, and the lowest portion of same shall be not less than fourteen (14) feet above the street grade at said location. Authority herein given shall be for a period of five (5) years from and after April 21, 1995.

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 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 referred to in this ordinance printed on page 1391 of this Journal.]

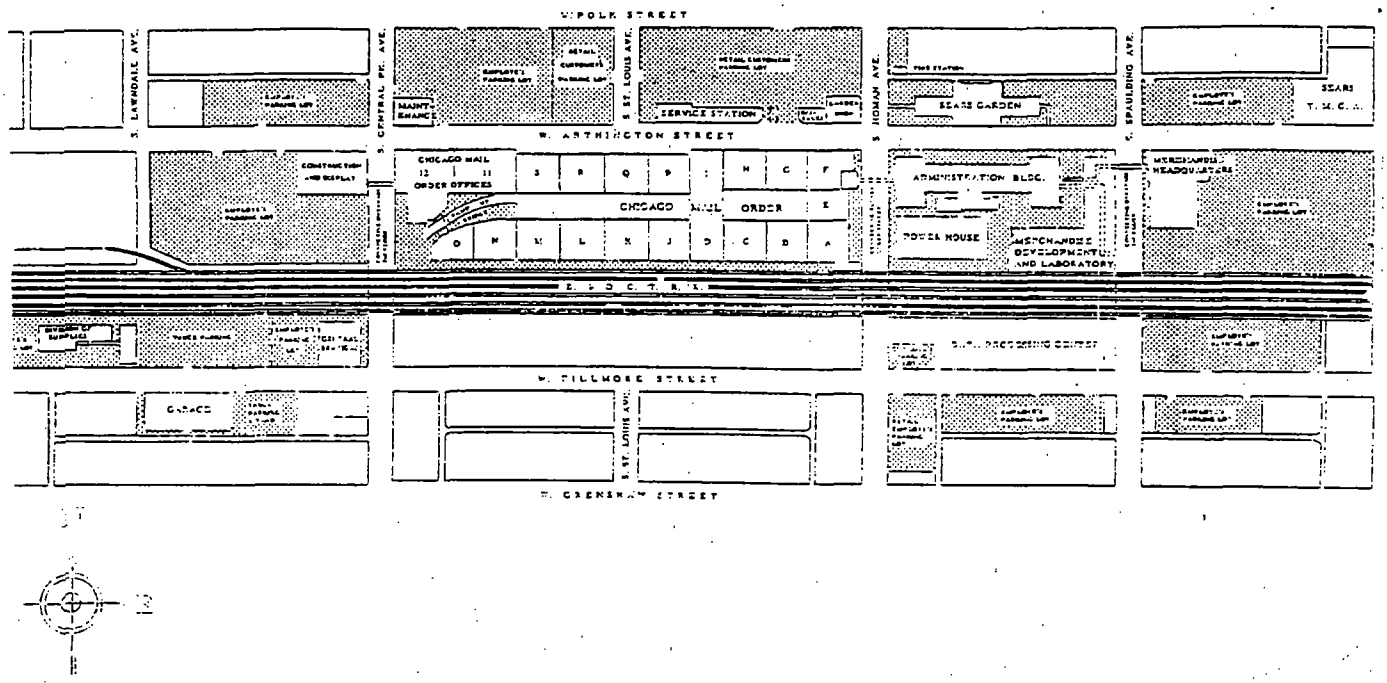
Stock Yards Packing Co.

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

SECTION 1. Permission and authority are hereby given and granted to Stock Yards Packing Co., upon the terms and subject to the conditions of this ordinance, to occupy a thirty (30) foot by thirty (30) foot portion of a "dead end" unimproved area along North Claremont Avenue, approximately nine hundred (900) square feet at the north extremity of the property line of said grantee abutting with the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company tracks, in front of the premises known as 345 North Claremont Avenue. Any and all maintenance and construction will be subject to regulations set forth by the Commissioner of Streets and Sanitation, the Commissioner of Water and the Commissioner of Sewers. Authority herein granted shall be for a period of five (5) years from and after June 6, 1995.

(Continued on page 1392)

Ordinance associated with this drawing printed on pages 1386 through 1390 of this Journal.



(Continued from page 1390)

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 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 referred to in this ordinance printed on page 1395 of this Journal.]

TASC, Inc.

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

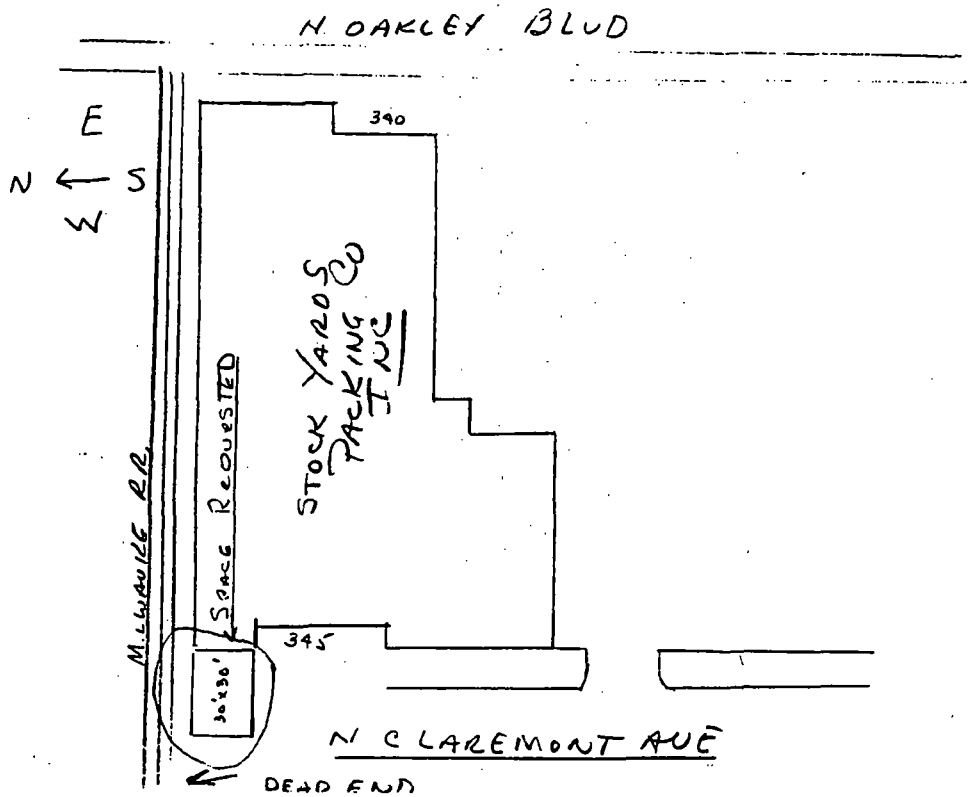
SECTION 1. Permission and authority are hereby given and granted to TASC, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, a stairway located in the public way on West Blackhawk Street, adjacent to the building known as 1500 North Halsted Street. Said stairway shall extend into the public way approximately four (4) feet with a length of approximately twelve (12) feet, for a period of five (5) years from and after June 12, 1995.

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 and no/100 Dollars ($350.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or

(Continued on page 1396)

Ordinance associated with this drawing printed on pages 1390 through 1394 of this Journal.



(Continued from page 1394)

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.

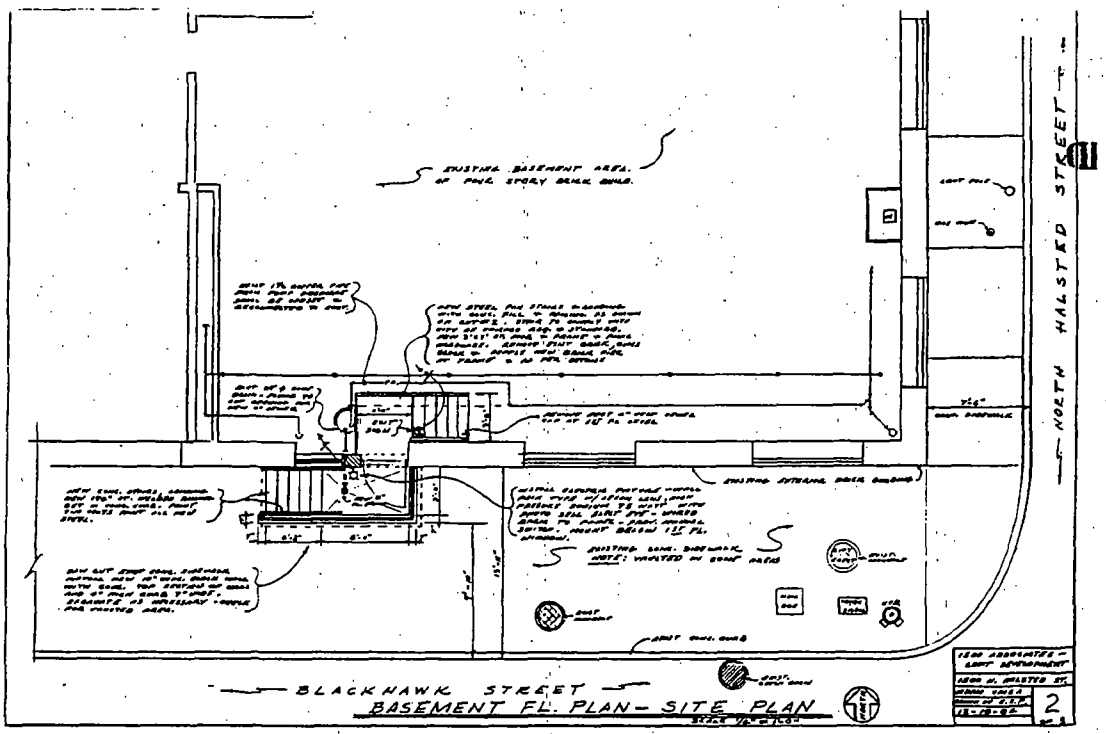
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 referred to in this ordinance printed on page 1398 of this Journal.]

Ordinance associated with this drawing printed on pages 1394 through 1397 of this Journal.



Tishman Speyer Gateway Garage Venture.

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

SECTION 1. Permission and authority are hereby given and granted to Tishman Speyer Gateway Garage Venture, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed thirty-eight (38) caisson bells within the public way adjacent to its premises known as 500 West Monroe Street. Said caisson bells shall extend into the public way in varying dimensions under West Monroe Street, South Canal Street, South Clinton Street and West Arcade Place, for a total of four hundred sixty-eight (468) square feet. Said caisson bells will provide foundation support for the building. Authority herein granted shall be for a period of five (5) years from and after May 16, 1995.

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 Five Hundred Sixty-two and no/100 Dollars ($562.00) 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 referred to in this ordinance printed on page 1402 of this Journal.]

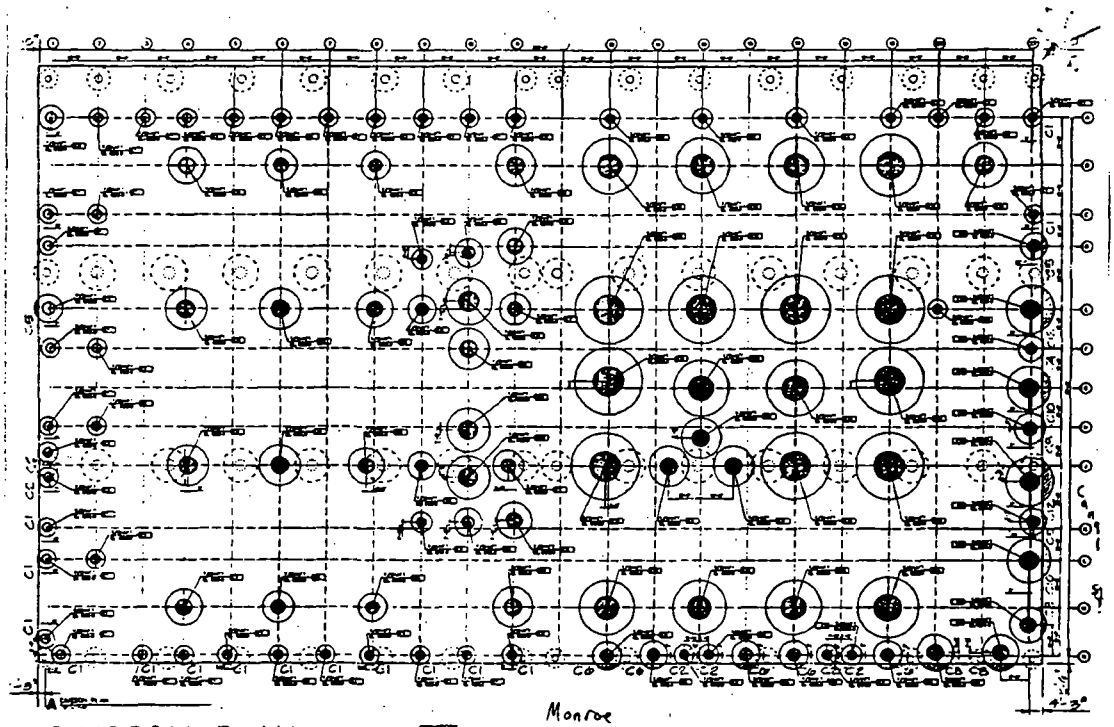
Louis A. Weiss Memorial Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Louis A. Weiss Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use a curb cut, adjacent to the premises known as 4646 North Marine Drive. The curb cut shall be constructed sixty (60) feet in length and ten (10) feet in width, for a total of six hundred (600) square feet along North Clarendon Avenue. The sidewalk and curb to be removed and repaved for a driving surface and a new curb to be installed at edge of sidewalk allowing ambulances to pull in off the street. In addition, a canopy measuring sixty (60) feet in length and fourteen (14)

(Continued on page 1403)

Ordinance associated with this drawing printed on pages 1399 through 1401 of this Journal.



(Continued on page 1401)

feet in width, will be installed over the area for pick-up and discharge of patients out of the weather. The above construction is subject to approval of plans by the Department of Transportation. Authority herein given and granted shall be for a period of five (5) years from and after 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 Seven Hundred Thirty-eight and no/100 Dollars ($738.00) 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 way 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 referred to in this ordinance printed on page 1406 of this Journal.]

West Loop Tool Rental.

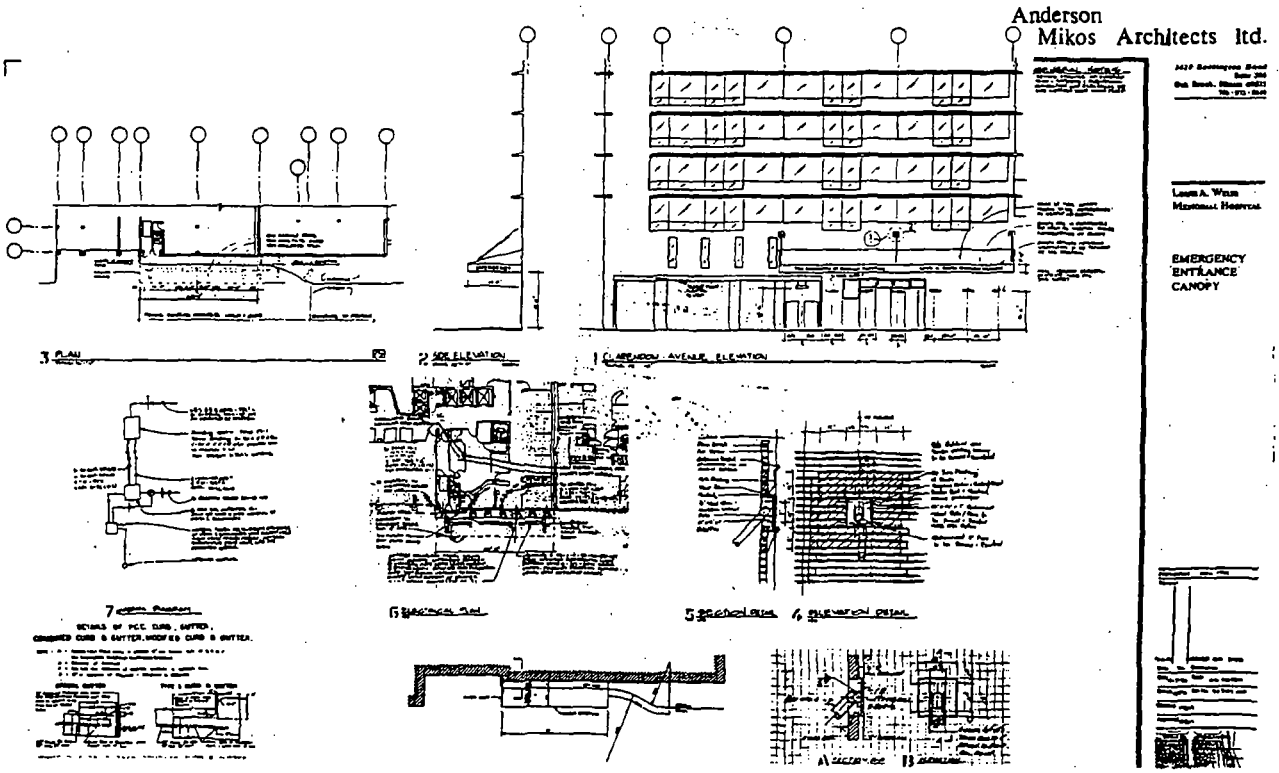
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to West Loop Tool Rental, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a portion of the sidewalk adjacent to the premises known as 775 West Jackson Boulevard for a stairway protected by steel bollards as approved by the Department of Transportation. Said stairway shall be located on the West Gladys Street side of the building and extend five (5) feet into the public right-of-way. Stairs shall be four (4) feet wide, four (4) bollards shall be installed surrounding the stairs to protect stairs from delivery trucks and cars parking on the dead-end street. Authority herein given and granted shall be for a period of five (5) years from and after 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

(Continued on page 1407)

Ordinance associated with this drawing printed on pages 1401 through 1405 of this Journal.



(Continued on page 1405)

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 way 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 referred to in this ordinance printed on page 1410 of this Journal.]

Wheatland Tube Company.

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

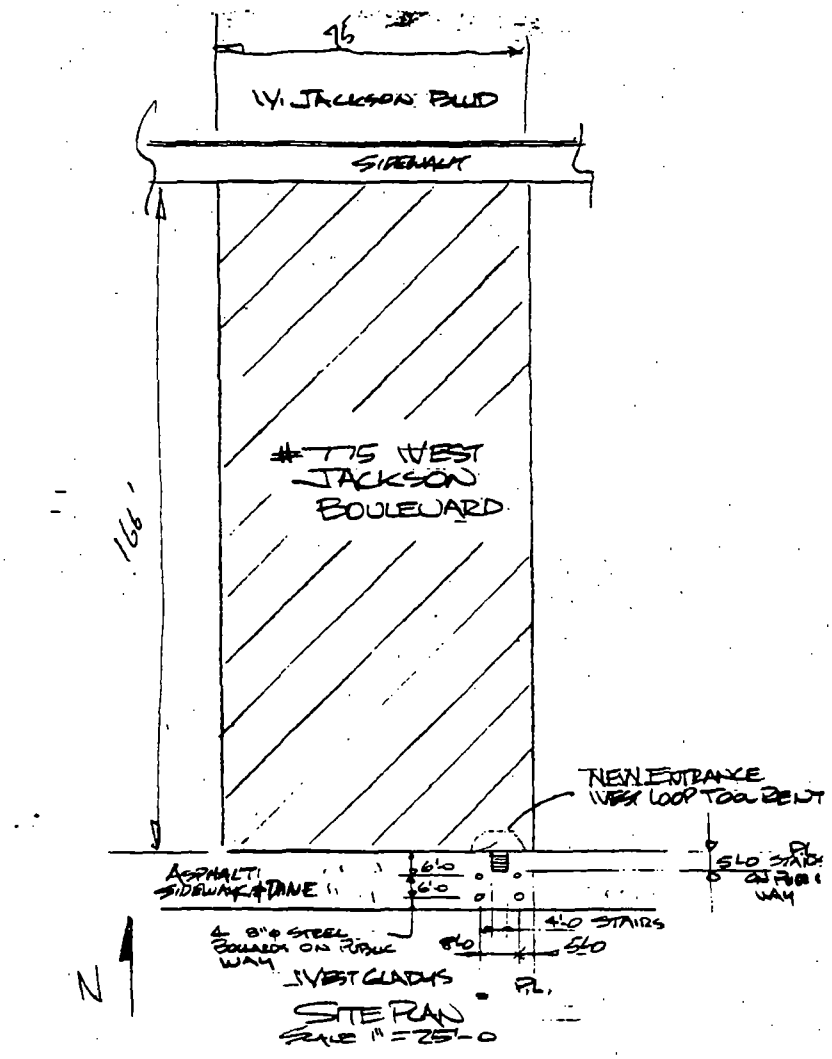
SECTION 1. Permission and authority are hereby given and granted to Wheatland Tube Company, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an inspection manhole to collect samples of waste water. Said manhole will be adjacent to the premises known as 4435 South Western Avenue. The manhole will be three (3) feet in diameter, ten (10) feet in depth and two (2) feet in height and shall be located on the public right-of-way on the sidewalk of South Western Avenue. Authority herein given and granted shall be for a period of five (5) years from and after 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 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.

(Continued on page 1411)

Ordinance associated with this drawing printed on pages 1405 through 1409 of this Journal.



THESE PLANS TO THE BEST OF MY KNOWLEDGE ARE IN ACCORDANCE WITH CHICAGO BUILDING CODE. ENGINEER MAKES NO CLAIMS AS TO THE COMPLETE OF THE DRAWING. THERE MAY BE ERRORS AND OMIS OWNER AND CONTRACTOR MUST VERIFY ALL ASPECTS IN

(Continued from page 1409)

Further renewal authority for the continued maintenance and use of the public way 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.

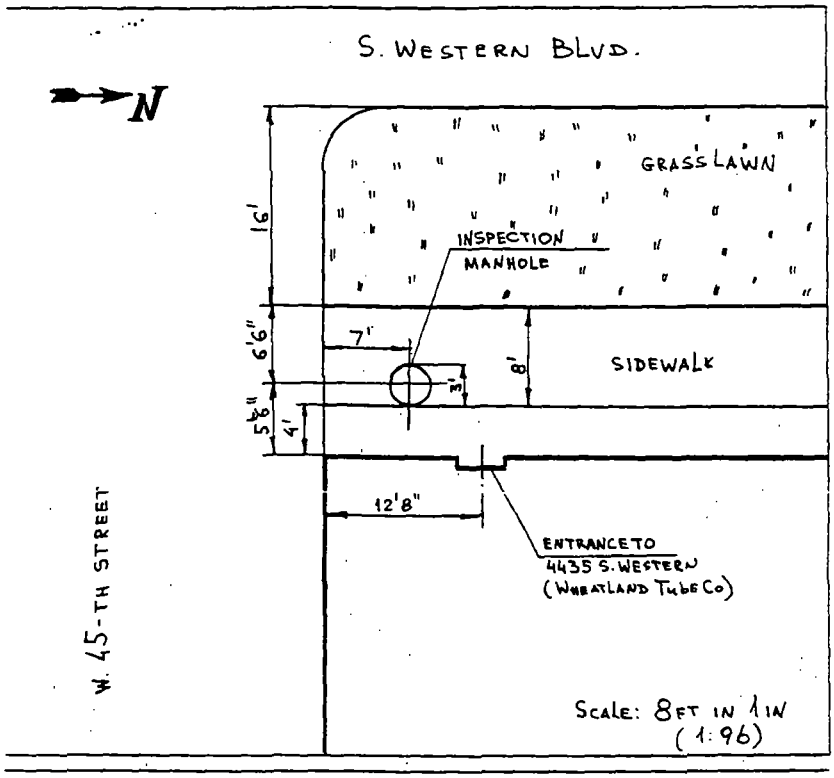
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 referred to in this ordinance printed on page 1413 of this Journal.]

Ordinance associated with this drawing printed on pages 1409 through 1412 of this Journal.



AUTHORIZATION FOR GRANT OF PRIVILEGE TO HEITMAN PROPERTIES LTD. TO MAINTAIN AND USE CAISSONS, FOUNDATION PADS AND GROUND RETENTION SYSTEMS ADJACENT TO 120 NORTH LA SALLE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 15, 1995) for a grant of privilege in the public way to Heitman Properties Ltd., to maintain and use as now constructed eighteen caissons, two foundation pads and ground retention systems adjacent to the premises located at 120 North LaSalle Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

In accordance with Rule 14, Alderman Huels excluded himself from voting.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Huels was excused from voting under Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to Heitman Properties Ltd., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed eighteen (18) caissons, two (2) foundation pads and ground retention systems adjacent to the property located at 120 North LaSalle Street. Said privileges are described as follows:

Along LaSalle Street:

1. Two (2) caissons measuring eight (8) feet in length and two point eight hundred and seventy-five (2.875) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.

2. One (1) foundation pad measuring thirty-one (31) feet in length, three (3) feet in width and approximately six (6) feet in depth.

3. A ground retention system measuring seventy (70) feet in length, twelve (12) inches in width and shall start seven (7) feet below grade and descend to a depth of approximately forty-two (42) feet below grade.

Along Court Place:

1. Three (3) caissons measuring four (4) feet in length and point twenty-five (0.25) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.

2. Two (2) caissons measuring eight (8) feet in length and one point seventy-five (1.75) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.

3. One (1) caisson measuring five (5) feet in length and point seventy-five (0.75) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.

Along Wells Street:

1. A ground retention system measuring fifty (50) feet in length, twelve (12) inches in width and shall start nine (9) feet below grande and descend to a depth of approximately twenty-nine (29) feet below grade.

East/West Public Alley:

1. Seven (7) caissons measuring three (3) feet in length and point twenty-eight (0.28) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.

2. One (1) caisson measuring eight (8) feet in length and two point fifty-one (2.51) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.

3. One (1) caisson measuring six (6) feet in length and two point sixteen (2.16) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.

4. One (1) caisson measuring eight (8) feet in length and two point sixty-one (2.61) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.

5. One (1) foundation pad measuring twenty point eighty-five (20.85) feet in length, two point sixty-five (2.65) feet in width and approximately six (6) feet in depth.

6. A ground retention system measuring sixty-nine (69) feet in length, twelve (12) inches in width and shall start one (1) foot below grade and descend to a depth of approximately forty-one (41) feet below grade.

Authority for the above mentioned privileges shall be for a period of five (5) years from and after March 22, 1995.

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 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 privilege herein granted the sum of One Thousand Eight Hundred Eighteen and no/100 Dollars ($1,818.00) 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 privileges 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 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 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 referred to in this ordinance printed on page 1420 of this Journal.]

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO PETERSON LOFTS, L.L.C.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an amendment to an ordinance originally passed by the City Council on March 9, 1995, pages 66316 -- 66320 of the Council Journal of Proceedings for Peterson Lofts L.L.C. by adding the following words: "In addition to the electrical equipment contained inside the vault, permission and authority is hereby given and granted to install a grease interceptor superbasin measuring ten (10) feet in length and five (5) feet in width." This ordinance was referred to the committee on April 15, 1995.

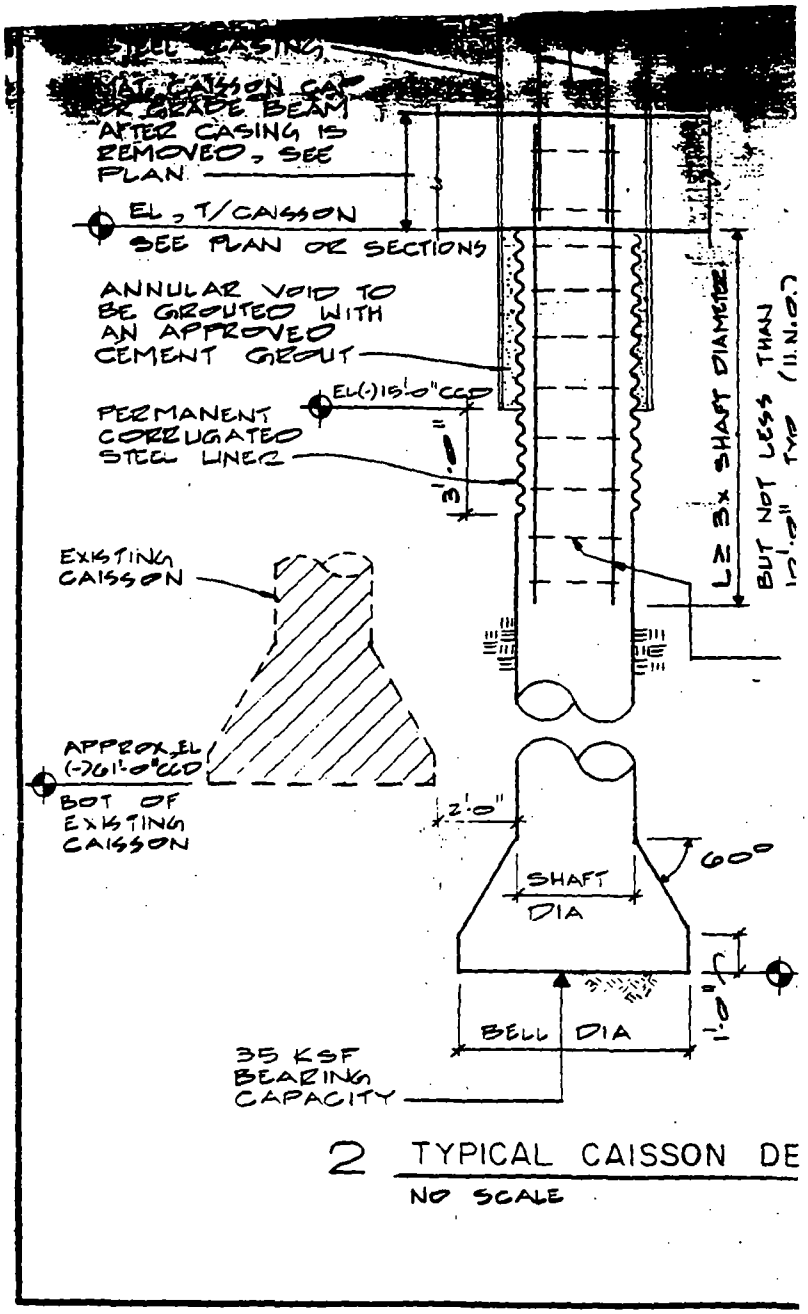
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 1421)

Ordinance associated with this drawing printed on pages 1415 through 1419 of this Journal.



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NO SCALE

(Continued from page 1419)

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago on March 9, 1995 for Peterson Lofts L.L.C. is hereby amended to add the words:

"In addition to the electrical equipment contained inside the vault, permission and authority is hereby given and granted to install a grease interceptor superbasin measuring ten (10) feet in length and five (5) feet in width."

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

AUTHORIZATION FOR ISSUANCE OF PERMITS TO KELLIHER COMPANY FOR USE OF PUBLIC WAY AT 1003 NORTH RUSH STREET FOR BEAUTIFICATION PURPOSES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 April 15, 1995) for a grant of privilege in the public way to Kelliher Company to install for beautification purposes new landscaping adjacent to the premises located at 1003 North Rush Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of the Department of Transportation and the Director of Revenue are hereby authorized and directed to issue the necessary permits to Kelliher Company, to install for beautification purposes, new landscaping adjacent to the premises known as 1003 North Rush Street. Said landscaping shall consist of two (2) street trees, five (5) feet in length, and five (5) feet in width for a total of fifty (50) square feet.

Said permission shall be subject to the approval of plans and without compensation, and with the conditions that Kelliher Company shall assume responsibility for maintenance of said landscaped area and shall insure and hold harmless the City of Chicago from all liability, upon the terms and subject to the conditions of said attached ordinance.

Ordinance referred to in 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 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 agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars ($0.00) 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 way 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 privileges 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 privileges being granted by this ordinance are 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 referred to in this ordinance printed on page 1426 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

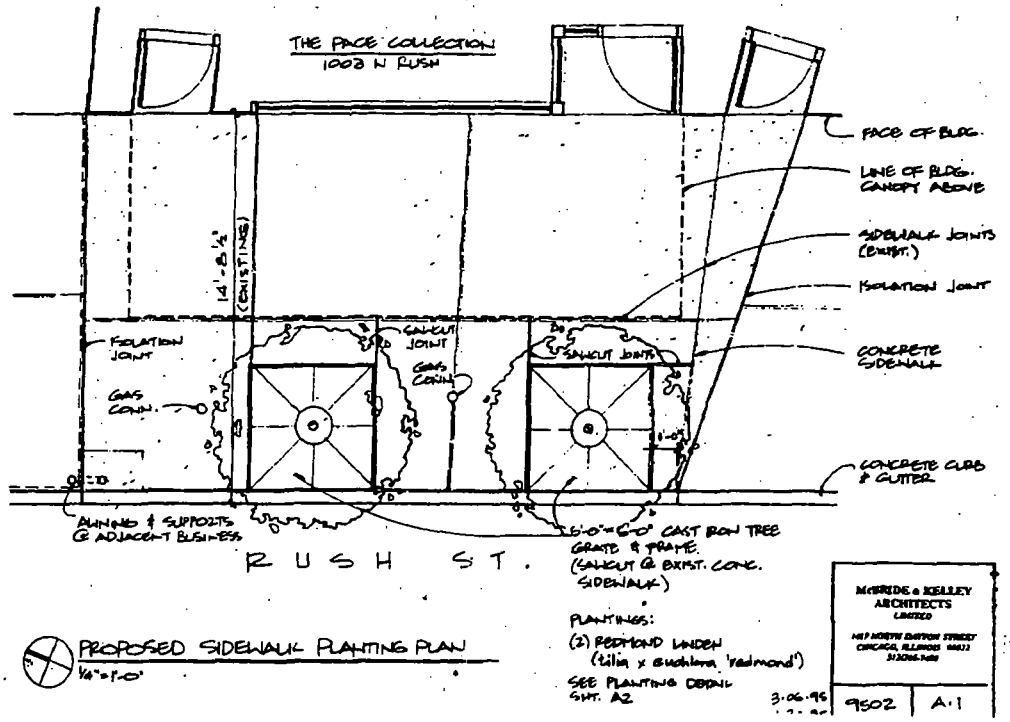
CHICAGO, May 16, 1995.

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 April 15 and May 2, 1995) to construct, maintain and use sundry canopies by various establishments.

(Continued on page 1427)

Order and Ordinance associated with this drawing printed on pages 1423 through 1425 of this Journal.



(Continued from page 1425)

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

National Restaurant Enterprise, Inc., (Doing Business As Burger King): Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to National Restaurant Enterprise, Inc., doing business as Burger King ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 28 East Jackson Boulevard for a period of three (3) years from and after April 1, 1995, 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 sixteen (16) feet and one (1) at seventeen (17) feet, four (4) inches, respectively, in length, nor three (3) at four (4) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted 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.

Casa Nostra Bakery: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Casa Nostra Bakery ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 7138 West Belmont Avenue for a period of three (3) years from and after April 29, 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 canopies shall not exceed one (1) at fifty (50) feet and one (1) at fifteen (15) feet, respectively, in length, nor two (2) at four (4) feet, ten (10) inches, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Twenty-five and no/100 Dollars ($125.00) 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.

Century Ltd. Partnership: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Century Ltd. Partnership ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2828 North Clark Street for a period of three (3) years from and after May 3, 1992 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 six (106) 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 One Hundred Thirty-one and no/100 Dollars ($131.00) 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.

Chalet International Ltd.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Chalet International Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3000 North Clark Street for a period of three (3) years from and after May 22, 1995 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-two (32) feet in length, nor nine (9) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-seven and no/100 Dollars ($57.00) 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.

Classic Corner Cafe: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Classic Corner Cafe ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6699 North Northwest Highway for a period of three (3) years from and after March 20, 1995 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 ninety-nine (99) 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 One Hundred Twenty-four and no/100 Dollars ($124.00) 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.

Club 950 Lucky Number: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Club 950 Lucky Number ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 950 West Wrightwood Avenue for a period of three (3) years from and after March 25, 1995 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 at twenty-five (25) feet in length, nor at 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.

East-Lin Building Fund: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to East-Lin Building Fund ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 4631 -- 4639 North Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at one hundred eleven (111) feet and one (1) at forty-seven (47) feet, respectively, in length, nor two (2) at four (4) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Eight and no/100 Dollars ($208.00) 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.

First Chicago Trust Company Of Illinois, Under Trust Number RV008422: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to First Chicago Trust Company of Illinois, under Trust Number RV008422 ("Permittee") to construct, maintain and use six (6) canopies over the public way attached to the structure located at 424 West Diversey Parkway for a period of three (3) years from and after May 24, 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 canopies shall not exceed two (2) at fourteen (14) feet, two (2) at sixteen (16) feet, one (1) at fifteen (15) feet and one (1) at seventeen (17) feet, respectively, in length, nor six (6) at three (3) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted 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.

Goose Island Brewing Co.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Goose Island Brewing Co. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1800 North Clybourn 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 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.

Green Dolphin, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Green Dolphin, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1606 West Webster 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 thirteen (13) 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 Two Hundred Twenty-five and no/100 Dollars ($225.00) 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.

H. A. Langer & Associates: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to H.A. Langer & Associates ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 3757 -- 3767 North Racine Avenue for a period of three (3) years from and after May 22, 1995 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 hundred (100) 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 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.

LaGrondola Restaurant: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to LaGrondola Restaurant ("Permittee") to construct, maintain and use nine (9) canopies over the public way attached to the structure located at 2425 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 canopies shall not exceed four (4) at six (6) feet, six (6) inches, one (1) at twelve (12) feet, eight (8) inches, two (2) at six (6) feet, zero (0) inches and two (2) at five (5) feet, five (5) inches, respectively, in length, nor nine (9) at two (2) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Four Hundred Fifty and no/100 Dollars ($450.00) 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.

Little Jim's, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Little Jim's, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3501 North Halsted Street for a period of three (3) years from and after May 30, 1995 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 forty-eight (48) feet in length, nor one and one-half ($1\frac{1}{2}$) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-three and no/100 Dollars ($73.00) 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 Loan Center, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Loan Center, Inc. ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 1800 -- 1806 West 95th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-four (24) feet, one (1) at sixteen (16) feet, one (1) at thirty (30) feet and one (1) at forty (40) feet, respectively, in length, nor three (3) at twenty-six (26) feet and one (1) at ten (10) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Twenty and no/100 Dollars ($220.00) 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.

Mars Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mars Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3142 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-three (23) 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.

Morton International, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Morton International, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 110 North Wacker Drive 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-two (32) feet in length, nor eighteen (18) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-seven and no/100 Dollars ($57.00) 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.

M.S. Supply Co., Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to M.S. Supply Co., Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 634 South Wabash 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 eight (8) feet, (six) 6 inches in length, nor twenty (20) 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.

The Outpost, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Outpost, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3438 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and

approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty (30) 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-five and no/100 Dollars ($55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

Petersen Publishing Company: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Petersen Publishing Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 815 North LaSalle Street for a period of three (3) years from and after May 9, 1995 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 fifteen (15) 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.

Potpourri Of Cards & Gifts: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Potpourri of Cards & Gifts ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3807 West Fullerton Avenue for a period of three (3) years from and after May 30, 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 seventeen (17) 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.

Pyramid Partnership, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Pyramid Partnership, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3057 North Lincoln Avenue for a period of three (3) years from and after April 29, 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 twenty-two (22) 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.

Rago Brothers Funeral Home: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Rago Brothers Funeral Home ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5120 West Fullerton 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 twenty (20) 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.

Sears, Roebuck And Company: Canopy.
(3429 West Arthington Street)

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sears, Roebuck and Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3429 West Arthington Street for a period of three (3) years from and after May 2, 1995 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 prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or 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.

Sears, Roebuck And Company: Canopy.
(930 South Spaulding Avenue)

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sears, Roebuck and Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 930 South Spaulding Avenue for a period of three (3) years from and after

June 15, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen (17) feet in length, nor sixteen (16) 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.

Serina Food Mart, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Serina Food Mart, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 203 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 forty (40) 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-five and no/100 Dollars ($65.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises,

the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or 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.

Starlight Cleaners: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Starlight Cleaners ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1153 West Addison Street for a period of three (3) years from and after May 20, 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 eight (8) 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.

Stuart Handler Real Estate Co.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Stuart Handler Real Estate Co. ("Permittee") to construct, maintain and use eight (8) canopies over the public way attached to the structure located at 5502 West Lawrence Avenue for a period of three (3) years from and after May 23, 1995 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 sixteen (16) feet, two (2) at twenty (20) feet, one (1) at twelve (12) feet, one (1) at fourteen (14) feet, one (1) at fifteen (15) feet and one (1) at twenty-four (24) feet, respectively, in length, nor eight (8) at two (2) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Four Hundred and no/100 Dollars ($400.00) 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.

Ms. Pamela R. Conant (In Care Of Urban Innovations): Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ms. Pamela R. Conant, in care of Urban Innovations ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 445 North Wells Street for a period of three (3) years from and after May 21, 1995 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 four (4) at ten (10) feet, four (4) inches and one (1) at twenty-three (23) feet, respectively, in length, nor five (5) at two (2) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Fifty and no/100 Dollars ($250.00) 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.

Ms. Josephine Velasco: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Josephine Velasco ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2701 South St. Louis Avenue for a period of three (3) years from and after March 8, 1995 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-two (52) 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 Seventy-seven and no/100 Dollars ($77.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

White Hen Pantry, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to White Hen Pantry, Inc. ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 2201 North Lincoln Avenue for a period of three (3) years from and after

date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-eight (28) feet, one (1) at twelve (12) feet and one (1) at thirty (30) feet, respectively, in length, nor three (3) at four (4) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty-eight and no/100 Dollars ($158.00) 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.

Mr. Harry Zemel: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Harry Zemel ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5943 -- 5959 North Broadway for a period of three (3) years from and after May 18, 1995 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 twelve (112) feet in length, nor three (3) feet, three (3) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Thirty-seven and no/100 Dollars ($137.00) 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.

Ms. Daniella Zipperstein: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Daniella Zipperstein ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3049 West Lawrence Avenue for a period of three (3) years from and after June 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 twenty-one (21) feet, six (6) inches in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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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372 West Ontario Ltd. Partnership: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 372 West Ontario Ltd. Partnership ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 372 West Ontario Street for a period of three (3) years from and after May 20, 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 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.

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860 Evergreen Properties, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 860 Evergreen Properties, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 860 West Evergreen 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 seventeen (17) feet, two (2) inches 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.

1007 North Rush Street Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 1007 North Rush Street Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1007 North Rush Street for a period of three (3) years from and after May 16, 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 thirteen (13) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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, May 16, 1995.

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 April 15 and May 2, 1995) 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Mars And Mars, Inc. (Doing Business As Alcock's "We Rock").

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

SECTION 1. Permission and authority are hereby given and granted to Mars and Mars, Inc., doing business as Alcock's "We Rock", 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 411 South Wells Street. Said sidewalk cafe area shall be seventeen (17) feet in length and eight (8) feet, four (4) inches in width, for a total of one hundred forty-three (143) square feet and shall begin ten (10) feet from the face of the curb line along South Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 10:00 P.M.

Compensation: $300.00/Seating: 14.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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 from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Angelo's Lunch Box, Incorporated (Doing Business As Angelo's Lunch Box).

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

SECTION 1. Permission and authority are hereby given and granted to Angelo's Lunch Box, Incorporated, doing business as Angelo's Lunch Box, 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 601 West Adams Street. Said sidewalk cafe area shall be forty-eight (48) feet in length and eight (8) feet in width for a total of three hundred eighty-four (384) square feet and shall begin eight (8) feet from the face of the curb line along South Jefferson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 9:00 P.M.

Compensation: $300.00/Seating: 30.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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 from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Ashkenaz, Inc. (Doing Business As Ashkenaz Deli).

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

SECTION 1. Permission and authority are hereby given and granted to Ashkenaz, Inc., doing business as Ashkenaz Deli, 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 12 East Cedar Street. Said sidewalk cafe area shall be twenty (20) feet in length and nine (9) feet in width, for a total of one hundred eighty (180) square feet and shall begin ten (10) feet from the face of the curb line along

East Cedar Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 7:00 P.M.

Compensation: $324.00/Seating: 16.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Athenian Room Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Athenian Room Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 807 West Webster Avenue. Said sidewalk cafe area shall be sixty-nine (69) feet in length and four (4) feet in width, for a total of two hundred seventy-six (276) square feet and shall begin six (6) feet, seven (7) inches from the face of the building line and three (3) feet from the face of the curb line along West Webster Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 10:00 P.M.
Sunday, 12:00 Noon to 9:00 P.M.

Compensation: $300.00/Seating: 20.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Avenue Food Corporation (Doing Business As Avenue Cafe And Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Avenue Food Corporation, doing business as Avenue Cafe and Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 701 North Michigan Avenue. Said sidewalk cafe area shall be twenty-three (23) feet in length and eight (8) feet in width, for a total of one hundred eighty-four (184) square feet and shall begin eleven (11) feet, eight (8) inches from the face of the curb line along East Huron Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 7:00 A.M. to 9:00 P.M.

Compensation: $332.00/Seating: 16.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Barba Yianni Grecian Taverna.

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

SECTION 1. Permission and authority are hereby given and granted to Barba Yianni Grecian Taverna, 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 4761 North Lincoln Avenue. Said sidewalk cafe area shall be twenty-five (25) feet in length and ten (10) feet in width, for a total of two hundred fifty (250) square feet and shall have six (6) feet of clear unobstructed space at all times. 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 12:00 Midnight

Compensation: $300.00/Seating: 60.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Bar Louie, Inc. (Doing Business As Bar Louie).

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

SECTION 1. Permission and authority are hereby given and granted to Bar Louie, Inc., doing business as Bar Louie, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 226 West Chicago Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and nine (9) feet in width, for a total of one hundred eighty (180) square feet and shall begin six (6) feet from the face of the curb line along West Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 16.

Amplification of sound 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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Bismarck Hotel.

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

SECTION 1. Permission and authority are hereby given and granted to the Bismarck Hotel, 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 171 West Randolph Street. Said sidewalk cafe area No. 1 shall be thirteen (13) feet in length and six and one-half (6½) feet in width and sidewalk cafe area No. 2 shall be fifteen (15) feet in length and six and one-half (6½) feet in width, for a total of one hundred eighty-two (182) square feet and shall begin nine (9) feet from the face of the curb line along West Randolph 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: $710.00/Seating: 28.

Amplification of sound 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, 1995 through, and including, November 1, 1995.

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 the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and

employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 applicances 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 compensation to be paid to the Department of Revenue.

Tequila Corporation (Doing Business As Blue Agave Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Tequila Corporation, doing business as Blue Agave Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1 West Maple Street. Said sidewalk cafe area shall be thirty-four (34) feet in length and ten (10) feet in width, for a total of three hundred forty (340) square feet and shall begin six (6) feet from the face of the curb/building line along West Maple Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Saturday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $612.00/Seating: 28.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the

grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by

the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 applicances 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 compensation to be paid to the Department of Revenue.

The Bongo Room.

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

SECTION 1. Permission and authority are hereby given and granted to The Bongo Room, 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 1560 North Damen Avenue. Said sidewalk cafe area shall be ten (10) feet, six (6) inches in length and seven (7) feet, six (6) inches in width, for a total of eighty-one (81) square feet and shall begin six (6) feet from the face of the curb/building line along North Damen Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:00 A.M. to 3:00 P.M.
Saturday/Sunday, 9:30 A.M. to 3:00 P.M.

Compensation: $300.00/Seating: 12.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

M.G.R.E. 1001, Inc. (Doing Business As Boogie's Diner).

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

SECTION 1. Permission and authority are hereby given and granted to M.G.R.E. 1001, Inc., doing business as Boogie's Diner, 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 923 North Rush Street. Said sidewalk cafe area shall be eighty (80) feet in length and six (6) feet in width, for a total of four hundred eighty (480) square feet and shall begin seven (7) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 10:00 P.M.

Compensation: $864.00/Seating: 46.

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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Washington Square Liquors, Inc. (Doing Business As The Boss Bar).

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

SECTION 1. Permission and authority are hereby given and granted to Washington Square Liquors, Inc., doing business as The Boss Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 420 North Clark Street. Said sidewalk cafe area shall be eight (8) feet in length and four (4) feet in width, for a total of thirty-two (32) square feet and shall begin eight (8) feet from the face of the curb line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 14.

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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Boudin Sourdough Bakery.

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

SECTION 1. Permission and authority are hereby given and granted to Boudin Sourdough Bakery, 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 20 North Michigan Avenue. Said sidewalk cafe area shall be fourteen (14) feet in length and (12) twelve feet, four (4) inches in width, for a total of one hundred seventy-four (174) square feet and shall begin seven (7) feet from the face of the curb line along

North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 7:00 P.M.
Sunday, 9:00 A.M. to 6:00 P.M.

Compensation: $675.00/Seating: 16.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordances with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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508 North Enterprises, Inc. (Doing Business As Bravissimo Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to 508 North Enterprises, Inc., doing business as Bravissimo Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 508 North Clark Street. Said sidewalk cafe area shall be fifteen (15) feet in length and (6) six feet in width, for a total of ninety (90) square feet and shall begin eleven (11) feet from the face of the curb line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 10:00 P.M.

Compensation: $300.00/Seating: 16.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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 Bread Shop, Inc. (Doing Business As The Bread Shop).

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

SECTION 1. Permission and authority are hereby given and granted to The Bread Shop, Inc., doing business as The Bread Shop, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3400 North Halsted Street. Said sidewalk cafe area shall be thirty-two (32) feet in length and ten (10) feet, six (6) inches in width, for a total of three hundred thirty-six (336) square feet and shall begin seven (7) feet from the face of the building line along West Roscoe Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 7:30 A.M. to 10:00 P.M.
Sunday, 9:00 A.M. to 9:00 P.M.

Compensation: $339.20/Seating: 24.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

Mr. Joseph DeVito And Busy Burger.

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

SECTION 1. Permission and authority are hereby given and granted to Joseph DeVito and Busy Burger, 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 1120 West Taylor Street. Said sidewalk cafe area shall be thirty (30) feet in length and six (6) feet in width, for a total of one hundred eighty (180) square feet and shall begin eleven (11) feet from the face of the curb line along North May Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 9:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 30.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (2) foot menu board.

Amplification of music is prohibited.

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.

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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Big Dog, Inc. (Doing Business As The Cactus Lounge).

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

SECTION 1. Permission and authority are hereby given and granted to Big Dog, Inc., doing business as The Cactus Lounge, 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 404 South Wells Street. Said sidewalk cafe area No. 1 shall be twenty-three (23) feet in length and ten (10) feet in width; area No. 2 shall be twenty-three (23) feet in length and ten (10) feet in width; and area No. 3 shall be seventeen (17) feet in length and ten (10) feet in width, for a total of six hundred sixty-seven (667) square feet and shall begin six (6) feet from the face of the curb line along South Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 P.M.

Compensation: $934.00/Seating: 72.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Cafe Equinox.

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

SECTION 1. Permission and authority are hereby given and granted to Cafe Equinox, 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 2300 North Lincoln Avenue. Said sidewalk cafe area shall be seventy (70) feet in length and twelve (12) feet in width, for a total of eight hundred forty (840) square feet and shall begin six (6) feet from the face of the curb/building line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 9:00 A.M. to 11:00 P.M.
Friday and Saturday, 9:00 A.M. to 12:00 Midnight

Compensation: $1,489.00/Seating: 48.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Carmine's Clam House.

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

SECTION 1. Permission and authority are hereby given and granted to Carmine's Clam House, 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 1043 North Rush Street. Said sidewalk cafe area shall be forty-three (43) feet in length and eight (8) feet in width, for a total of three hundred forty-four (344) square feet and shall begin nine (9) feet, six (6) inches from the face of the curb along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: $619.00/Seating: 48.

Amplification of sound 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.

The sidewalk cafe is prohibited from extending beyond the awning/poles.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Casa Java, Inc. (Doing Business As Casa Java).

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

SECTION 1. Permission and authority are hereby given and granted to Casa Java, Inc., doing business as Casa Java, 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 2819 North Southport Avenue. Said sidewalk cafe area shall be twenty-three point six (23.6) feet in length and ten (10) feet in width, for a total of two hundred thirty-five (235) square feet and shall begin seven (7) feet, three (3) inches from the face of the building line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight

Compensation: $300.00/Seating: 16.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation, 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Provence Ltd. (Doing Business As Cassis).

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

SECTION 1. Permission and authority are hereby given and granted to Provence Ltd., doing business as Cassis, 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 160 East Huron Street. Said sidewalk cafe area shall be sixty-eight (68) feet in length and eleven (11) feet in width, for a total of seven hundred forty-eight (748) square feet and shall begin six (6) feet from the face of the curb line along North St. Clair Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $1,346.00/Seating: 44.

Amplification of sound 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, 1995 through, and including, November 1, 1995.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Rose Wells, Inc. (Doing Business As Centro Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Rose Wells, Inc., doing business as Centro Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 710 North Wells Street. Said sidewalk cafe area shall be nineteen (19) feet, nine (9) inches in length and nine (9) feet in width, for a total of one hundred seventy-seven and three-fourths ($177\frac{3}{4}$) square feet and shall begin six (6) feet, four (4) inches 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, 11:00 A.M. to 11:00 P.M.

Compensation: $320.00/Seating: 26.

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, 1995 through, and including, November 1, 1995.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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 1964 North Sheffield Corporation (Doing Business As Chili Peppers Underground).

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

SECTION 1. Permission and authority are hereby given and granted to The 1964 North Sheffield Corporation, doing business as Chili Peppers

Underground, 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 1964 North Sheffield Avenue. Said sidewalk cafe area shall be forty-five (45) feet in length and seven (7) feet in width, for a total of three hundred fifteen (315) square feet and shall begin six (6) feet from the face of the curb line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.
Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: $441.00/Seating: 42.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation, 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Club Sandwich, Inc. (Doing Business As Club Creole).

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

SECTION 1. Permission and authority are hereby given and granted to Club Sandwich, Inc., doing business as Club Creole, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 226 West Kinzie Street. Said sidewalk cafe area shall be eighteen (18) feet in length and eight (8) feet in width, for a total of one hundred forty-four (144) square feet and shall begin six (6) feet from the face of the curb line along West Kinzie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 24.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall,

nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the

grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of Revenue.

Cornelia's, Inc. (Doing Business As Cornelia's).

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

SECTION 1. Permission and authority are hereby given and granted to Cornelia's, Inc., doing business as Cornelia's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 750 West Cornelia Avenue. Said sidewalk cafe area shall be thirty (30) feet in length and ten (10) feet in width, for a total of three hundred (300) square feet and shall begin six (6) feet from the face of the building line along West Cornelia Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 5:30 P.M. to 10:00 P.M.
Friday and Saturday, 5:30 P.M. to 11:00 P.M.
Sunday, 11:00 A.M. to 10:00 P.M.

Compensation: $300.00/Seating: 40.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said

removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 applicances 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 compensation to be paid to the Department of Revenue.

Deli On Dearborn (Doing Business As Deli On Dearborn Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Deli on Dearborn, doing business as Deli on Dearborn Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 723 South Dearborn Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and five (5) feet in width, for a total of one hundred seventy-five (175) square feet and shall begin six (6) feet from the face of the building 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, 11:00 A.M. to 6:00 P.M.

Compensation: $300.00/Seating: 18.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the

satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 applicances 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 compensation to be paid to the Department of Revenue.

Doc Welby's, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Doc Welby's, Inc., 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 1507 West Balmoral Avenue. Said sidewalk cafe area shall be eight (8) feet in length and eight (8) feet in width, for a total of sixty-four (64) square feet and shall begin six (6) feet from the face of the building line along West Balmoral Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 12.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall,

nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the

grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of Revenue.

Downtown Dogs, Inc. (Doing Business As Downtown Dogs).

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

SECTION 1. Permission and authority are hereby given and granted to Downtown Dogs, Inc., doing business as Downtown Dogs, 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 804 North Rush Street. Said sidewalk cafe area shall be twenty-eight (28) feet in length and ten (10) feet in width, for a total of two hundred eighty (280) square feet and shall begin ten (10) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 11:00 P.M.
Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $504.00/Seating: 20.

Amplification of sound 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, 1995 through, and including, November 1, 1995.

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.

Dublin Bar And Grill, Inc. (Doing Business As The Dublin Bar And Grill).

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

SECTION 1. Permission and authority are hereby given and granted to Dublin Bar and Grill, Inc., doing business as The Dublin Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1050 North State Street. Said sidewalk cafe area shall be forty-eight (48) feet in length and twelve (12) feet in width, for a total of five hundred seventy-six (576) square feet and shall begin eight (8) feet from the face of the curb line along West Maple Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $1,037.00/Seating: 40.

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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Expresso Pacifico Ltd.

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

SECTION 1. Permission and authority are hereby given and granted to Expresso Pacifico Ltd., 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 10 East Delaware Place. Said sidewalk cafe area shall be thirteen (13) feet, five (5) inches, in length and eleven (11) feet, four (4) inches, in width, for a total of one hundred sixty-two (162) square feet and shall begin twelve (12) feet, five (5) inches, from the face of the curb line along East Delaware Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 7:00 A.M. to 10:00 P.M.
Sunday, 7:00 A.M. to 8:00 P.M.

Compensation: $300.00/Seating: 12.

Amplification of sound 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 clear unobstructed space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Mr. Gary Mangino (Doing Business As Fontano's).

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

SECTION 1. Permission and authority are hereby given and granted to Gary Mangino, doing business as Fontano's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 27 East Lake Street. Said sidewalk cafe area shall be twenty-four and one-half ($24\frac{1}{2}$) feet in length and ten (10) feet in width, for a total of two hundred forty-five (245) square feet and shall begin six (6) feet from the face of the curb/building line along East Lake Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 9:00 A.M. to 6:00 P.M.
Saturday, 10:00 A.M. to 2:00 P.M.

Compensation: $951.00/Seating: 12.

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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Frida's, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Frida's, Inc., 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 2143 North Damen Avenue. Said sidewalk cafe area shall be twenty-one (21) feet in length and twenty (20) feet in width, for a total of four hundred twenty (420) square feet and shall begin six (6) feet from the face of the curb/building line along North Damen Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.
Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: $541.00/Seating: 16.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1,

in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy.

The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 applicances 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 compensation to be paid to the Department of Revenue.

Gourmand, Incorporated (Doing Business As Gourmand Coffee).

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

SECTION 1. Permission and authority are hereby given and granted to Gourmand, Incorporated, doing business as Gourmand Coffee, 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 728 South Dearborn Street. Said sidewalk cafe area No. 1 shall be twelve (12) feet in length and four (4) feet in width, for a total of forty-eight (48) square feet and shall begin two (2) feet from the face of the curb line along South Dearborn Street. Sidewalk cafe area No. 2 shall be nine (9) feet in length and four (4) feet in width, for a total of thirty-six (36) square feet and shall begin thirteen (13) 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 Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 25.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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, 1995 through, and including, November 1, 1995.

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 Gourmet Cup.

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

SECTION 1. Permission and authority are hereby given and granted to The Gourmet Cup, 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 203 North Wabash Avenue. Said sidewalk cafe area shall be twenty-two (22) feet in length and fifteen (15) feet in width, for a total of three hundred thirty (330) square feet and shall begin six (6) feet from the face of the curb/building line along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 6:30 A.M. to 6:00 P.M.
Saturday, 8:00 A.M. to 4:00 P.M.
Sunday, 11:00 A.M. to 4:00 P.M.

Compensation: $1,280.00/Seating: 25.

Amplification of sound is prohibited on the above referenced portion of the public right-of-way during 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Harry's Velvet Room.

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

SECTION 1. Permission and authority are hereby given and granted to Harry's Velvet Room, 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 534 North Clark Street. Said sidewalk cafe area shall be eighteen (18) feet, eleven (11) inches in length and ten (10) feet in width, for a total of one hundred eighty-one (181) square feet and shall begin six (6) feet from the face of the curb line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $326.00/Seating: 28.

Amplification of sound 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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Hawkeye's Bar And Grill, Inc. (Doing Business As Hawkeye's Bar And Grill).

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

SECTION 1. Permission and authority are hereby given and granted to Hawkeye's Bar and Grill, Inc., doing business as Hawkeye's Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1458 West Taylor Street. Said sidewalk cafe area shall be fifty-six (56) feet in length and eight (8) feet in width, for a total of four hundred forty-eight (448) square feet and shall begin six (6) feet from the face of the curb line along South Laflin Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $305.00/Seating: 36.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents,

officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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152 East Ontario Corp. (Doing Business As Howard's Bar & Grill).

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

SECTION 1. Permission and authority are hereby given and granted to 152 East Ontario Corp., doing business as Howard's Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 152 East Ontario Street. Said sidewalk cafe area shall be twelve (12) feet in length and six (6) feet in width, for a total of seventy-two (72) square feet and shall begin eight (8) feet, four (4) inches from the face of the building line and six (6) feet from the face of the curb line along East Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:30 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 12.

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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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 Hunt 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 Hunt 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 1100 North State Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and thirteen (13) feet in width, for a total of two hundred eighty-six (286) square feet and shall begin nine (9) feet from the face of the curb line along West Maple Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $518.00/Seating: 40.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing

said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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

applicances 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 compensation to be paid to the Department of Revenue.

Mr. George Kakotaritis (Doing Business As Ideal Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to George Kakotaritis, doing business as Ideal 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 333 South Green Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and twenty-five (25) feet in width, for a total of eight hundred and seventy-five (875) square feet and shall begin six (6) feet from the face of the curb/building line along South Green Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 P.M.

Compensation: $595.00/Seating: 24.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 applicances 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 compensation to be paid to the Department of Revenue.

Il Fornaio.

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

SECTION 1. Permission and authority are hereby given and granted to Il Fornaio, 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 1011 West Irving Park Road. Said sidewalk cafe area shall be thirty-seven (37) feet in length and seven (7) feet in width, for a total of two hundred sixty (260) square feet and shall begin six (6) feet from the face of the curb/building line along West Irving Park Road. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:30 A.M. to 11:00 P.M.

Compensation: $559.00/Seating: 24.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Il Toscanaccio.

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

SECTION 1. Permission and authority are hereby given and granted to Il Toscanaccio, 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 636 North St. Clair Street.

Said sidewalk cafe area shall be fifty-nine (59) feet, four (4) inches in length and nine (9) feet, six (6) inches in width, for a total of five hundred seventy (570) square feet and shall begin six (6) feet from the face of the curb line along North St. Clair Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $1,325.00/Seating: 42.

Amplification of sound 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 clear unobstructed space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Jacobs Brothers Bagels.

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

SECTION 1. Permission and authority are hereby given and granted to Jacobs Brothers 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 1301 East 53rd Street. Said sidewalk cafe area shall be twenty-two (22) feet in length and twelve (12) feet in width, for a total of two hundred sixty-four (264) square feet and shall begin six (6) feet from the face of the curb line along East 53rd Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 9:00 P.M.

Compensation: $300.00/Seating: 20.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Glorious Trading Corporation (Doing Business As Jia's Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Glorious Trading Corporation, doing business as Jia's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2 East Delaware Place. Said sidewalk cafe area shall be thirty-five (35) feet in length and fourteen (14) feet in width, for a total of four hundred ninety (490) square feet and shall begin seven (7) feet from the face of the curb line along East Delaware Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $882.00/Seating: 32.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

Yeon Soo Jong.

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

SECTION 1. Permission and authority are hereby given and granted to Yeon Soo Jong, 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 336 South Dearborn Street. Said sidewalk cafe area shall be thirty-four (34) feet, six (6) inches in length and eight (8) feet, five (5) inches in width, for a total of two hundred ninety-four (294) square feet and shall begin six (6) feet from the face of the curb/building 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 Friday, 8:00 A.M. to 5:30 P.M.

Compensation: $411.00/Seating: 20.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Mr. George Karahalio's.

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

SECTION 1. Permission and authority are hereby given and granted to George Karahalio's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1459 West Taylor Street. Said sidewalk cafe area shall be twenty-three (23) feet in length and five (5) feet in width, for a total of one hundred fifteen (115) square feet and shall begin six (6) feet from the face of the curb/building line along West Taylor Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 9:00 P.M.

Compensation: $300.00/Seating: 20.

No signage shall be located in the public right-of-way at any time other than two (2) foot by two (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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates

that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 applicances 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 compensation to be paid to the Department of Revenue.

Beat, Inc. (Doing Business As Kerouac Jack's).

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

SECTION 1. Permission and authority are hereby given and granted to Beat, Inc., doing business as Kerouac Jack's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3407 North Paulina Street. Said sidewalk cafe area shall be seventeen (17) feet in length and thirteen (13) feet in width, for a total of two hundred twenty-one (221) square feet and shall begin six (6) feet from the face of the curb line along North Paulina Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 12:00 P.M. to 12:00 A.M.

Compensation: $300.00/Seating: 24.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Trocadero, Inc. (Doing Business As Kinzie Street Chop House).

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

SECTION 1. Permission and authority are hereby given and granted to Trocadero, Inc., doing business as Kinzie Street Chop House, 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 400 North Wells Street. Said sidewalk cafe area shall be eighty (80) feet, six (6) inches in length and ten (10) feet in width, for a total of eight hundred five (805) square feet and shall begin six (6) feet from the face of the building line along West Kinzie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: $548.00/Seating: 64.

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, 1995 through, and including, November 1, 1995.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Hilton Hotels Corp. (Doing Business As Kitty O'Sheas).

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

SECTION 1. Permission and authority are hereby given and granted to Hilton Hotels Corp., doing business as Kitty O'Sheas, 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 720 South Michigan Avenue. Said sidewalk cafe area shall be eighty-five (85) feet in length and fourteen (14) feet in width, for a total of one thousand one hundred ninety (1,190) square feet and shall begin seventeen (17) feet from the face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:30 A.M. to 12:00 Midnight

Compensation: $1,666.00/Seating: 70.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation, 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Kopi, Inc. (Doing Business As Kopi, A Traveler's Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Kopi, Inc., doing business as Kopi, A Traveler's 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 5317 North Clark Street. Said sidewalk cafe area shall be twelve (12) feet in length and six (6) feet in width, for a total of seventy-two (72) square feet and shall begin six (6) feet from the face of the curb line along North Clark

Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 8:00 A.M. to 11:00 P.M.
Friday, 8:00 A.M. to 12:00 Midnight
Saturday, 9:00 A.M. to 12:00 Midnight
Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 6.

Authority for the above named privilege is herein given and granted from and after *April 1, 1995* through, and including, *November 1, 1995.*

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location,

construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 applicances 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 compensation to be paid to the Department of Revenue.

Moby Nick, Inc. (Doing Business As Kronies).

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

SECTION 1. Permission and authority are hereby given and granted to Moby Nick, Inc., doing business as Kronies, 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 18 East Bellevue Place. Said sidewalk cafe area shall be fifty-two (52) feet in length and ten (10) feet in width, for a total of five hundred twenty (520) square feet and shall leave six (6) feet of clear space from the building line to the beginning of the cafe area along East Bellevue Place. 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 A.M. to 11:00 P.M.

Compensation: $936.00/Seating: 30.

Amplification of sound 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, 1995 through, and including, November 1, 1995.

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 the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 applicances 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 compensation to be paid to the Department of Revenue.

Lola Productions, Inc. (Doing Business As Logan Beach Coffee House).

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

SECTION 1. Permission and authority are hereby given and granted to Lola Productions, Inc., doing business as Logan Beach Coffee House, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way adjacent to its premises located at 2537 North Kedzie Boulevard. Said sidewalk cafe area shall be fifteen (15) feet in length and seven (7) feet, five (5) inches in width, for a total of one hundred twelve point five (112.5) square feet and shall begin eight (8) feet, six (6) inches from the face of the curb line along North Kedzie Boulevard. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 8:00 A.M. to 8:00 P.M.
Friday, 8:00 A.M. to 11:00 P.M.
Saturday, 8:30 A.M. to 11:00 P.M.
Sunday, 8:30 A.M. to 10:00 P.M.

Compensation: $300.00/Seating: 16.

Authority for the above named privilege is herein granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the

amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of Revenue.

Luciano's Food, Inc. (Doing Business As Luciano's).

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

SECTION 1. Permission and authority are hereby given and granted to Luciano's Food, Inc., doing business as Luciano's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 871 North Rush Street. Said sidewalk area shall be thirty-one (31) feet in length and seven (7) feet in width, for a total of two hundred seventeen (217) square feet and shall begin nine (9) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:30 A.M. to 6:00 P.M.

Compensation: $391.00/Seating: 20.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Mad Bar.

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

SECTION 1. Permission and authority are hereby given and granted to Mad Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1650 North Damen Avenue. Said sidewalk cafe area shall be forty-one (41) feet, six (6) inches in length and five (5) feet, four (4) inches in width, for a total of two hundred twenty-five (225) square feet and shall begin six (6) feet from the face of the curb line along North Damen Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 9:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 18.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Malnati's River North, Inc. (Doing Business As Lou Malnati's Pizzeria).

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

SECTION 1. Permission and authority are hereby given and granted to Malnati's River North, Inc., doing business as Lou Malnati's Pizzeria, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 439 North Wells Street. Said sidewalk cafe area shall be thirty-four (34) feet in length and nine (9) feet in width, for a total of three hundred six (306) square feet and shall leave six (6) feet of clear space from the face of the building to the cafe border along North Wells Street. The compensation for the said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $551.00/Seating: 26.

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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Falcoma Corporation (Doing Business As Mama Falco Pizza And Italian Cuisine).

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

SECTION 1. Permission and authority are hereby given and granted to Falcoma Corporation, doing business as Mama Falco Pizza and Italian Cuisine, 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 5 North Wells Street. Said sidewalk cafe area shall be fifteen (15) feet in length and nine (9) feet in width, for a total of one hundred thirty-five (135) square feet and shall begin nine (9) 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 Friday, 10:00 A.M. to 3:00 P.M.

Compensation: $524.00/Seating: 25.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Mama Mia! Pasta Michigan Avenue Partnership (Doing Business As Mama Mia!).

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

SECTION 1. Permission and authority are hereby given and granted to Mama Mia! Pasta Michigan Avenue Partnership, doing business as Mama Mia!, 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 116 South Michigan Avenue. Said sidewalk cafe area shall be twenty-one (21) feet in length and eighteen (18) feet in width, for a total of three hundred seventy-eight (378) square feet and shall begin twelve (12) feet, six (6) inches from the face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 8:00 P.M.

Compensation: $1,476.00/Seating: 30.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of

Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 applicances 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 compensation to be paid to the Department of Revenue.

Mambo Grill Ltd.

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

SECTION 1. Permission and authority are hereby given and granted to Mambo Grill Ltd., 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 412 North Clark Street. Said sidewalk cafe shall be twenty (20) feet in length and eight (8) feet and six (6) inches in width, for a total of one hundred seventy-two (172) square feet and shall begin six (6) feet from the face of the curb line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $310.00/Seating: 18.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing

said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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

applicances 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 compensation to be paid to the Department of Revenue.

Marco's Paradise, Inc. (Doing Business As Marco's Paradise Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Marco's Paradise, Inc., doing business as Marco's Paradise Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3358 North Sheffield Avenue. Said sidewalk cafe area shall be forty-two (42) feet in length and eleven (11) feet, ten (10) inches in width, for a total of four hundred ninety-nine (499) square feet and shall begin six (6) feet from the face of the curb line along West Roscoe Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 8:00 A.M. to 11:00 P.M.

Compensation: $339.00/Seating: 44.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of Revenue.

Mare Limited Partnership (Doing Business As Mare Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Mare Limited Partnership, doing business as Mare Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 400 North Clark Street. Said sidewalk cafe area No. 1 shall be forty (40) feet in length and ten (10) feet in width and said sidewalk cafe area No. 2 shall be thirty-six (36) feet in length and nine (9) feet in width, for a total of six hundred twenty-four (624) square feet. Sidewalk cafe area No. 1 shall begin seven (7) feet and sidewalk cafe area No. 2 shall begin six (6) feet, respectively, from the face of the curb/building line. Said sidewalk cafe area No. 1 shall be along North Clark Street and said sidewalk cafe area No. 2 shall be along West Kinzie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:30 A.M. to 10:00 P.M.
Saturday, 5:00 P.M. to 11:00 P.M.
Sunday, 4:00 P.M. to 9:00 P.M.

Compensation: $1,296.00/Seating: 28.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Melrose Cafe, Inc. (Doing Business As The Melrose Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Melrose Cafe, Inc., doing business as The Melrose Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3233 North Broadway. Said sidewalk cafe area shall be sixty-six (66) feet in length and twelve (12) feet in width, for a total of seven hundred ninety-two (792) square feet and shall begin six (6) feet from the face of the curb line along West Melrose Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $792.00/Seating: 45.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transporation 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 Transportation.

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 Transporation 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 Transportation 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 Transportation 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.

Metropolis Rotisseria, Incorporated (Doing Business As Metropolis Rotisseria).

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

SECTION 1. Permission and authority are hereby given and granted to Metropolis Rotisseria, Incorporated, doing business as Metropolis Rotisseria, 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 924 West Armitage Avenue. Said sidewalk cafe area shall be twenty-four (24) feet in length and ten (10) feet in width, for a total of two hundred forty (240) square feet and shall begin six (6) feet from the face of the curb line along North Bissell Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:30 A.M. to 9:30 P.M.

Compensation: $300.00/Seating: 20.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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 Transportation.

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 Sanitaton 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.

Mozart Cafe, Inc. (Doing Business As The Mozart Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Mozart Cafe, Inc., doing business as The Mozart 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 3727 North Southport Avenue. Said sidewalk cafe areas No. 1 and No. 2 shall be four (4) feet in length and three (3) feet in width, for a total of twenty-four (24) square feet and shall begin fourteen (14) feet, nine (9) inches from the face of the curb line along North Southport Avenue. Sidewalk cafe area No. 3 shall be eight (8) feet in length and four (4) feet in width, for a total of thirty-two (32) square feet and shall begin two (2) feet

from the face of the curb line and eleven (11) feet, nine (9) inches from the face of the building line along North Southport Avenue, leaving eight (8) feet of clear space for pedestrian traffic. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 24.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

Mr. J. Restaurant, Inc. (Doing Business As Mr. J. Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Mr. J. Restaurant, Inc., doing business as Mr. J. Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 822 North State Street. Said sidewalk cafe area shall be forty-five (45) feet in length and thirteen (13) feet in width, for a total of five hundred eighty-five (585) square feet and shall begin six (6) feet back from the edge of the masonry wall along West Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $1,053.00/Seating: 16.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Nana's Fast Food, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Nana's Fast Food, 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 7 West Kinzie Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and nine (9) feet, eight (8) inches in width, for a total of two hundred forty-two (242) square feet and shall begin eight (8) feet from the face of the curb line along West Kinzie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 10:00 P.M.

Compensation: $436.00/Seating: 24.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Nick And Tony's, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Nick and Tony's, Inc., 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 One East Wacker Drive. Said sidewalk cafe area shall be sixty-eight (68) feet in length and twelve (12) feet in width, for a total of eight hundred sixteen (816) square feet and shall begin six (6) feet from the face of the curb/building 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, 8:00 A.M. to 11:00 P.M.

Compensation: $3,166.00/Seating: 48.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Muses Food And Liquor, Inc. (Doing Business As Nine (9) Muses Bar And Grill).

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

SECTION 1. Permission and authority are hereby given and granted to Muses Food and Liquor, Inc., doing business as Nine (9) Muses Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 315 South Halsted Street. Said sidewalk cafe area shall be twenty-one (21) feet in length and eight (8) feet in width, for a total of one hundred sixty-eight (168) square feet and shall begin six (6) feet from the face of the curb line along West Gladys Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: $300.00/Seating: 25.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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, 1995 through, and including, November 1, 1995.

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.

Northern Plaines, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Northern Plaines, Inc., 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 2264 North Clark Street. Said sidewalk cafe area shall be eight (8) feet in length and thirty-five (35) feet in width, for a total of two hundred eighty (280) square feet and shall begin six (6) feet from the face of the curb/building line along West Belden Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 9:00 A.M. to 10:00 P.M.
Sunday, 9:00 A.M. to 7:00 P.M.

Compensation: $392.00/Seating: 18.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

29 West Hubbard Corporation (Doing Business As O'Callaghan's).

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

SECTION 1. Permission and authority are hereby given and granted to 29 West Hubbard Corporation, doing business as O'Callaghan's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 29 West Hubbard Street. Said sidewalk cafe area shall be twenty-four (24) feet in length and ten (10) feet in width, for a total of two hundred forty (240) square feet and shall begin six (6) feet from the face of the curb line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $432.00/Seating: 24.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Wexford Organcies, Inc. (Doing Business As The Organic Tomato).

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

SECTION 1. Permission and authority are hereby given and granted to Wexford Organcies, Inc., doing business as The Organic Tomato, 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 22 West Maple Street. Said sidewalk cafe area shall be thirty-eight (38) feet in length and nine (9) feet, eight (8) inches in width, for a total of three hundred forty-two (342) square feet and shall begin eighteen (18) feet from the face of the curb line along West Maple Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 10:00 P.M.

Compensation: $615.00/Seating: 20.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

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, 1995 through and including November 1, 1995.

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 Insectional 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 the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company,

upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of Revenue.

Outpost Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to the Outpost Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3438 North Clark Street. Said sidewalk cafe area shall be fifty-five (55) feet in length and nine (9) feet, seven (7) inches in width, for a total of five hundred thirty-three (533) square feet and shall begin six (6) feet from the face of the curb/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:

Sunday through Saturday, 11:00 A.M. to 10:00 P.M.

Compensation: $362.00/Seating: 48.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and

employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Transportation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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 applicances 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 compensation to be paid to the Department of Revenue.

Rezio-Citadel L.P., Ltd. (Doing Business As Panda Express).

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

SECTION 1. Permission and authority are hereby given and granted to Rezio-Citadel L.P., Ltd., doing business as Panda Express, 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 77 East Adams Street. Said sidewalk cafe area shall be thirty-four (34) feet in length and ten (10) feet in width, for a total of three hundred forty (340) square feet and shall begin six (6) feet from the face of the curb/building line along East Adams Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 9:00 P.M.

Compensation: $476.00/Seating: 40.

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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

RAREE Restaurant Co. (Doing Business As Parrinello's).

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

SECTION 1. Permission and authority are hereby given and granted to RAREE Restaurant Co., doing business as Parrinello's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 535 North Wells Street. Said sidewalk cafe area shall be twenty (20) feet in length and nine (9) feet in width, for a total of one hundred eighty (180) square feet and shall begin six (6) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:00 A.M. to 10:00 P.M.
Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: $324.00/Seating: 18.

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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Mr. Nenad Ivich (Doing Business As Penny's Noodle Shop).

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

SECTION 1. Permission and authority are hereby given and granted to Nenad Ivich, doing business as Penny's Noodle Shop, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3400 North Sheffield Avenue. Said sidewalk cafe area shall be forty (40) feet in length and eleven (11) feet in width, for a total of four hundred forty (440) square feet and shall begin seven (7) feet from the face of the curb line along West Roscoe Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday, Wednesday, Thursday and Sunday, 12:00 Noon to 9:30 P.M.
Friday and Saturday, 12:00 Noon to 10:30 P.M.
(No cafe open after 11:00 P.M.)

Compensation: $440.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

Pippin's Tavern.

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

SECTION 1. Permission and authority are hereby given and granted to Pippin's Tavern, 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 806 North Rush Street. Said sidewalk cafe area shall be twenty-eight (28) feet in length and ten (10) feet in width, for a total of two hundred eighty (280) square feet and shall begin six (6) feet from the face of the curb/building line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $504.00/Seating: 20.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Pizzeria Uno, Inc. (Doing Business As Pizzeria Uno).

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

SECTION 1. Permission and authority are hereby given and granted to Pizzeria Uno, Inc., doing business as Pizzeria Uno, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 29 East Ohio Street. Said sidewalk cafe area shall be thirty (30) feet in length and three (3) feet in width, for a total of ninety (90) square feet and shall begin ten (10) feet from the face of the curb line along North Wabash

Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Saturday, 11:00 A.M. to 11:00 P.M.
Monday, 4:00 P.M. to 11:00 P.M.
Sunday, 1:00 P.M. to 9:00 P.M.

Compensation: $300.00/Seating: 12.

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, 1995 through, and including, November 1, 1995.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Plaza Escada -- Cafe Escada.

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

SECTION 1. Permission and authority are hereby given and granted to Plaza Escada -- Cafe Escada, 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 840 North Michigan Avenue. Said sidewalk cafe area No. 1 shall be fifty-six (56) feet in length and twelve (12) feet in width, and sidewalk cafe area No. 2 shall be sixty (60) feet in length and twelve (12) feet in width, for a total of one thousand three hundred ninety-two (1,392) square feet and shall begin six (6) feet from the face of the curb/building line along East Chestnut Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 10:00 P.M.
Saturday, 8:00 A.M. to 11:00 P.M.
Sunday, 11:00 A.M. to 7:00 P.M.

Compensation: $2,936.00/Seating: 100.

Amplification of sound 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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Slinger-Wells (Doing Business As Popeye's).

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

SECTION 1. Permission and authority are hereby given and granted to Slinger-Wells, doing business as Popeye's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 107 North Wells Street. Said sidewalk cafe area shall be thirty (30) feet in length and eight (8) feet in width, for a total of two hundred forty (240) square feet and shall begin eight (8) feet from 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 Friday, 9:00 A.M. to 3:00 P.M.

Saturday, 10:00 A.M. to 3:00 P.M.

Compensation: $931.00/Seating: 42.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transporation 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 Transportation.

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 Transporation 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 Transportation 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 Transportation 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.

Que Rico.

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

SECTION 1. Permission and authority are hereby given and granted to Que Rico, 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 2814 North Southport Avenue. Said sidewalk cafe area shall be seventeen (17) feet in length and ten (10) feet in width, for a total of one hundred seventy (170) square feet and shall begin six (6) feet from the face of the curb/building line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 25.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transporation 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 Transportation.

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 Transporation 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 Transportation 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 Transportation 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.

Quizno's Classic Subs.

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

SECTION 1. Permission and authority are hereby given and granted to Quizno's Classic Subs, 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 159 North Wabash Avenue. Said sidewalk cafe area shall be fifty-nine and one-half (59½) feet in length and twelve (12) feet in width, for a total of seven hundred fifteen (715) square feet and shall begin nine (9) feet from the face of the curb line along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:00 A.M. to 6:00 P.M.
Saturday and Sunday, 11:00 A.M. to 6:00 P.M.

Compensation: $2,774.00/Seating: 60.

Amplification of sound 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, 1995 through, and including, November 1, 1995.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

D & J Pizza, Inc. (Doing Business As Ranalli's On Lincoln).

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

SECTION 1. Permission and authority are hereby given and granted to D & J Pizza, Inc., doing business as Ranalli's on Lincoln, 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 1925 North Lincoln Avenue. Said sidewalk cafe area shall be one hundred (100) feet in length and ten (10) feet in width, for a total of one thousand (1,000) square feet and shall be located in the public way known as Lincoln

on the Mall on the northerly side of the above named premises. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 12:00 Midnight
Sunday 12:00 Noon to 12:00 Midnight

Compensation: $1,400.00/Seating: 230.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Mr. Joseph D. Venere (Doing Business As Red Tomato, Inc.).

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

SECTION 1. Permission and authority are hereby given and granted to Joseph D. Venere, doing business as Red Tomato, Inc., 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 3417 North Southport Avenue. Said sidewalk cafe area shall be twenty-four (24) feet in length and three (3) feet, eight (8) inches in width, for a total of ninety-one (91) square feet and shall begin seven (7) feet, six (6) inches from the face of the curb/building line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:30 A.M. to 10:00 P.M.
Friday and Saturday, 11:30 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 30.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

Reza's Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Reza's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 432 West Ontario Street. Said sidewalk cafe area shall be one hundred thirty-two (132) feet in length and ten (10) feet in width, for a total of one thousand three hundred twenty (1,320) square feet and shall begin six (6) feet from the face of the curb line along West Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $898.00/Seating: 64.

Amplification of sound 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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Rocky Mountain Bagel Co.

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

SECTION 1. Permission and authority are hereby given and granted to Rocky Mountain Bagel Co., 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 3416 North Southport Avenue. Said sidewalk cafe area shall be ten (10) feet in length and sixteen (16) feet in width, for a total of one hundred sixty (160) square feet and shall begin six (6) feet from the face of the curb line along North Southport

Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 8:00 P.M.
Saturday and Sunday, 8:00 A.M. to 9:00 P.M.

Compensation: $300.00/Seating: 16.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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).

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, 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 Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $1,200.00/Seating: 36.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Rose Rush, Inc. (Doing Business As Rosebud On Rush).

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

SECTION 1. Permission and authority are hereby given and granted to Rose Rush, Inc., doing business as Rosebud on Rush, 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 55 East Superior Street. Said sidewalk cafe area shall be thirty-eight (38) feet in length and six (6) feet in width, for a total of two hundred thirty (230) square feet and shall begin seven (7) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: $414.00/Seating: 30.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

St. Louis Bread Co.

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

SECTION 1. Permission and authority are hereby given and granted to St. Louis Bread Co., 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 616 West Diversey

Parkway. Said sidewalk cafe area shall be forty (40) feet in length and twelve (12) feet in width, for a total of four hundred eighty (480) square feet and shall begin six (6) feet from the face of the curb/building line along West Diversey Parkway. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Saturday through Sunday, 6:00 A.M. to 8:00 P.M.

Compensation: $480.00/Seating: 75.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location,

construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of Revenue.

Jamie's Restaurant, Inc. (Doing Business As Santa Fe Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Jamie's Restaurant, Inc., doing business as Santa Fe 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 800 North Dearborn Street. Said sidewalk cafe area shall be sixty (60) feet in length and ten (10) feet in width, for a total of six hundred (600) square feet and shall begin twelve point five (12.5) feet from the face of the curb line along West Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.
Sunday, 12:00 Noon to 10:00 P.M.

Compensation: $1,080.00/Seating: 48.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

The canopy shall be fastened to the sidewalk in a safe manner and the desk shall be removed forthwith.

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, 1995 through, and including, November 1, 1995.

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.

Shapiro's Bagel Bakery & Deli.

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

SECTION 1. Permission and authority are hereby given and granted to Shapiro's Bagel Bakery & Deli, 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 6118 North Broadway. Said sidewalk cafe area shall be fifty-six (56) feet in length and eleven (11) feet in width, for a total of five hundred eighty-two (582) square feet and shall begin six (6) feet from the face of the curb/building line along North Broadway. 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.
Sunday, 8:00 A.M. to 3:00 P.M.

Compensation: $681.00/Seating: 24.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Shine Garden Restaurant Corporation (Doing Business As Shine Garden Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Shine Garden Restaurant Corporation, doing business as Shine Garden Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 901 West Armitage Avenue. Said sidewalk cafe area shall be thirty-five (35) feet, one (1) inch in length and nine (9) feet, nine (9) inches in width, for a total of three hundred forty-seven (347) square feet and shall begin six (6) feet from the face of the curb/building line along North Fremont Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $485.00/Seating: 24.

Amplification of sound is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

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.

Kwon And Che Corporation (Doing Business As Silk Road -- Downtown).

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

SECTION 1. Permission and authority are hereby given and granted to Kwon and Che Corporation, doing business as Silk Road -- Downtown, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 218 South State Street. Said sidewalk cafe area shall be twenty (20) feet in length and fifteen (15) feet, six (6) inches in width, for a total of three hundred ten (310) square feet and shall begin twelve (12) feet from the face of the building line along South State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 7:00 P.M.

Compensation: $434.00/Seating: 20.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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 from and after April 1, 1995 through, and including, November 1, 1995.

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.

R.B.I. Sluggers, Inc. (Doing Business As Slugger's).

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

SECTION 1. Permission and authority are hereby given and granted to R.B.I. Sluggers, Inc., doing business as Slugger's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3540 North Clark Street. Said sidewalk cafe area shall be seventy-five (75) feet in length and twelve (12) feet in width, for a total of nine hundred (900) square feet and shall begin eight (8) feet from the face of the curb line along

West Eddy 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: $900.00/Seating: 72.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 Work 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.

Southport Lanes And Billiards.

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

SECTION 1. Permission and authority are hereby given and granted to Southport Lanes and Billiards, 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 3325 North Southport Avenue. Said sidewalk cafe area on North Southport Avenue shall be thirty-three (33) feet, six (6) inches in length and nine (9) feet in width; and on West Henderson Street shall be thirty-one (31) feet, six (6) inches in length and nine (9) feet in width, for a total of five hundred eighty-five (585) square feet and shall begin six (6) feet from the face of the curb/building line along North Southport Avenue and West Henderson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 12:00 Noon to 10:30 P.M.
Friday and Saturday, 12:00 Noon to 11:00 P.M.

Compensation: $585.00/Seating: 48.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Speedy Ennui, Inc. (Doing Business As Speedy Ennui).

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

SECTION 1. Permission and authority are hereby given and granted to Speedy Ennui, Inc., doing business as Speedy Ennui, 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 6981 North Sheridan Road. Said sidewalk cafe area shall be thirty-eight (38) feet in length and twelve (12) feet in width, for a total of four hundred fifty-six (456) square feet and shall begin seven (7) feet from the face of the building line and six (6) feet from the curb line along West Lunt Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 8:00 A.M. to 10:30 P.M.
Friday and Saturday, 8:00 A.M. to 12:00 Midnight

Compensation: $311.00/Seating: 52.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Sports Corner.

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

SECTION 1. Permission and authority are hereby given and granted to the Sports Corner, 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 952 -- 956 West Addison Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and eight (8) feet in width for a total of two hundred eighty (280) square feet and shall begin seven (7) feet from the face of the curb line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 11:00 P.M.
Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance

or restoration. The Commissioner of transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of Revenue.

Standing Room Only Chicago, Inc. (Doing Business As Standing Room Only Chicago Grill).

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

SECTION 1. Permission and authority are hereby given and granted to Standing Room Only Chicago, Inc., doing business as Standing Room Only Chicago 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 610 South Dearborn Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and seven (7) feet, four (4) inches in width, for a total of one hundred eighty-four (184) square feet and shall begin eight (8) feet back from the face of the building 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 Friday, 11:00 A.M. to 8:00 P.M.
Saturday, 12:00 Noon to 8:00 P.M.

Compensation: $300.00/Seating: 16.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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 from and after April 1, 1995 through, and including, November 1, 1995.

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.

Starbucks Coffee.
(3358 North Broadway)

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee, 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 3358 North Broadway. Said sidewalk cafe area shall be thirty (30) feet in length and eight (8) feet in width, for a total of two hundred forty (240) square feet and shall begin eight (8) feet from the face of the curb line along West Roscoe Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: $300.00/Seating: 12.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of

Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Starbucks Coffee Company (Doing Business As Starbucks Coffee).
(401 East Ontario Street)

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee Company, doing business as Starbucks Coffee, 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 401 East Ontario Street. Said sidewalk cafe area shall be twenty (20) feet in length and four (4) feet in width, for a total of eighty (80) square feet and shall begin twenty (20) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: $300.00/Seating: 12.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Starbucks Coffee Company (Doing Business As Starbucks Coffee).
(948 North Rush Street)

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee Company, doing business as Starbucks Coffee, 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 948 North Rush Street. Said sidewalk cafe area shall be twenty-three (23) feet in length and six (6) feet in width, for a total of one hundred thirty-eight (138) square feet and shall begin six (6) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: $300.00/Seating: 8.

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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Starbucks Coffee Company (Doing Business As Starbucks Coffee).
(600 North State Street)

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee Company, doing business as Starbucks Coffee, 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 600 North State Street. Said sidewalk cafe area shall be twenty (20) feet in length and eight (8) feet in width, for a total of one hundred sixty (160) square feet and shall begin twenty (20) feet from the face of the curb line along North State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: $300.00/Seating: 12.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Starbucks Coffee Company (Doing Business As Starbucks Coffee).
(1533 North Wells Street)

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee Company, doing business as Starbucks Coffee, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1533 North Wells Street. Said sidewalk cafe area shall be ten (10) feet in length and ten (10) feet in width, for a total of one hundred (100) square feet and shall begin six (6) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 8:00 P.M.

Compensation: $300.00/Seating: 12.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Sutton Place Grande Hotel, Inc. (Doing Business As Sutton Grande Hotel).

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

SECTION 1. Permission and authority are hereby given and granted to Sutton Place Grande Hotel, Inc., doing business as Sutton Grande Hotel, 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 21 East Bellevue Place. Said sidewalk cafe area shall be sixty-eight (68) feet in length and eight (8) feet, nine (9) inches in width, for a total of five hundred ninety-five (595) square feet and shall begin six (6) feet from the face of the curb/building line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: $1,071.00/Seating: 48.

Amplification of sound is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be no tables and chairs permitted along East Bellevue Place. 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, 1995 through, and including, November 1, 1995.

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 Swing'n Door Lounge.

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

SECTION 1. Permission and authority are hereby given and granted to The Swing'n Door Lounge, 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 933 North State Street. Said sidewalk cafe area shall be thirty-three (33) feet in length and nine (9) feet in width, for a total of two hundred ninety-seven (297) square feet and shall begin six (6) feet from the face of the curb line along North State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.
Sunday, 11:00 A.M. to 10:00 P.M.

Compensation: $535.00/Seating: 20.

Amplification of sound 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, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Tapas Barcelona, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Tapas Barcelona, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 111 West Hubbard Street. Said sidewalk cafe area shall be twenty (20) feet in length and eight (8) feet, six (6) inches in width, for a total of one hundred seventy-two (172) square feet and shall begin six (6) feet from the face of the curb/building line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $309.00/Seating: 18.

Amplification of sound 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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Sparta Gyros On Chicago, Inc. (Doing Business As Tony's Place).

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

SECTION 1. Permission and authority are hereby given and granted to Sparta Gyros on Chicago, Inc., doing business as Tony's Place, 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 22 East Chicago Avenue. Said sidewalk cafe area shall be seventeen (17) feet in length and sixteen (16) feet in width, for a total of two

hundred seventy-two (272) square feet and shall begin six (6) feet from the face of the curb line along East Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 10:00 P.M.

Compensation: $489.00/Seating: 24.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

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, 1995 through, and including, November 1, 1995.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Toons.

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

SECTION 1. Permission and authority are hereby given and granted to Toons, 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 3857 North Southport Avenue. Said sidewalk cafe area shall be twenty-three (23) feet in length and twelve (12) feet in width, for a total of two hundred seventy-six (276) square feet and shall begin six (6) feet from the face of the curb/building line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Saturday and Sunday, 11:30 A.M. to 9:00 P.M.

Compensation: $541.00/Seating: 16.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Fassk, Inc. (Doing Business As Trattoria Caterina).

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

SECTION 1. Permission and authority are hereby given and granted to Fassk, Inc., doing business as Trattoria Caterina, 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 616 South Dearborn Street. Said sidewalk cafe area shall be thirty-three (33) feet, four (4) inches in length and five (5) feet in width, for a total of one hundred sixty-seven (167) square feet and shall begin eight (8) feet from the face of the building 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 Thursday, 11:00 A.M. to 9:00 P.M.
Friday, 11:00 A.M. to 10:00 P.M.
Saturday, 5:00 P.M. to 9:00 P.M.

Compensation: $300.00/Seating: 20.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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 from and after April 1, 1995 through and including November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 Transportation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of transportation is hereby authorized to determine what cost would be involved to perform said removal, relocation,

alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the 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, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of Revenue.

Hamm Family Enterprises, Inc. (Doing Business As Tuscany On The Park).

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

SECTION 1. Permission and authority are hereby given and granted to Hamm Family Enterprises, Inc., doing business as Tuscany on the Park, 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 3700 North Clark Street. Said sidewalk cafe area shall be sixty-three (63) feet in length and fifteen (15) feet in width, for a total of nine hundred forty-five (945) square feet and shall begin nine (9) feet, six (6) inches from the face of the curb line along West Waveland Avenue. The compensation for the said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $643.00/Seating: 50.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

Tutto Pronto Deli.

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

SECTION 1. Permission and authority are hereby given and granted to Tutto Pronto Deli, 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 401 East Ontario Street. Said sidewalk cafe area No. 1 shall be nine (9) feet, seven (7) inches, in length and four (4) feet in width and sidewalk cafe area No. 2 shall be twenty-one (21) feet in length and four (4) feet in width, for a total of one hundred ninety-one (191) square feet and shall begin eleven (11) feet, six (6) inches, from the face of the curb line along East Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:30 A.M. to 8:00 P.M.
Saturday and Sunday, 10:30 A.M. to 7:00 P.M.

Compensation: $344.00/Seating: 28.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

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 for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Pizzolato's Restaurant Number 1, Inc.
(Doing Business As U Dawg U).

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

SECTION 1. Permission and authority are hereby given and granted to Pizzolato's Restaurant No. 1, Inc., doing business as U Dawg U, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 111 North Wells Street. Said sidewalk cafe area shall be twenty-four (24) feet in length and seven (7) feet, six (6) inches in width, for a total of

one hundred eighty (180) square feet and shall begin seven (7) feet, six (6) inches 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, 9:00 A.M. to 6:00 P.M.

Compensation: $699.00/Seating: 36.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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, 1995 through, and including, November 1, 1995.

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.

Veracruz Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Veracruz Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 6207 North Milwaukee Avenue. Said sidewalk cafe area shall be twelve (12) feet in length and six (6) feet in width, for a total of seventy-two (72) square feet and shall begin six (6) feet from the face of the curb line along North Milwaukee Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 9:00 P.M.
Saturday and Sunday, 4:00 P.M. to 10:00 P.M.

Compensation: $300.00/Seating: 20.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Viennese Kaffee-Haus Brandt.

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

SECTION 1. Permission and authority are hereby given and granted to Viennese Kaffee-Haus Brandt, 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 3423 North Southport Avenue. Said sidewalk cafe area shall be twenty-eight (28) feet in length and nine (9) feet, six (6) inches in width, for a total of two hundred sixty-six (266) square feet and shall begin six (6) feet from the face of the curb line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Thursday, 7:00 A.M. to 10:00 P.M.
Friday, 7:00 A.M. to 11:00 P.M.
Saturday through Sunday, 9:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 16.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

V.G.B., Inc. (Doing Business As Vinny's Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to V.G.B., Inc., doing business as Vinny's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of

the public right-of-way for a sidewalk cafe adjacent to its premises located at 2901 North Sheffield Avenue. Said sidewalk cafe area shall be forty-four (44) feet in length and six (6) feet, six (6) inches in width, for a total of two hundred eighty-six (286) square feet and shall begin six (6) feet from the face of the building line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 11:00 P.M.
Saturday through Sunday, 4:00 P.M. to 11:00 P.M.

Compensation: $300.00/Seating: 24.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

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.

K.D.K., Inc. (Doing Business As Vivo Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to K.D.K., Inc., doing business as Vivo Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 838 West Randolph Street. Said sidewalk cafe area shall be forty-four (44) feet in length and eight (8) feet in width, for a total of three hundred fifty-two (352) square feet and shall begin eight (8) feet from the face of the curb line along West Randolph Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 12:00 Midnight
Saturday and Sunday, 4:00 P.M. to 12:00 Midnight

Compensation: $300.00/Seating: 30.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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, 1995 through, and including, November 1, 1995.

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 Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Websters' Wine Bar.

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

SECTION 1. Permission and authority are hereby given and granted to Websters' Wine Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1480 West Webster Avenue. Said sidewalk cafe area No. 1 shall be ten (10) feet, six (6) inches in length and ten (10) feet, six (6) inches in width and sidewalk cafe area No. 2 shall be ten (10) feet, six (6) inches in length and ten (10) feet, six (6) inches in width, for a total of one hundred twenty (120) square feet and shall begin six (6) feet from the face of the curb/building line along West Webster Avenue and North Dominick Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 5:00 P.M. to 12:00 Midnight

Compensation: $300.00/Seating: 18.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation, 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Windy City Fruit And Nut Company, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Windy City Fruit and Nut Company, Inc., 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 3308 North Broadway. Said sidewalk cafe area shall be eight (8) feet in length and six (6) feet in width, for a total of forty-eight (48) square feet and shall begin seven (7) feet from the face of the curb line along North Broadway. 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 10:00 P.M.

Compensation: $300.00/Seating: 10.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation, 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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.

Zephyr's Ice Cream Shop, Inc. (Doing Business As Zephyr's Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Zephyr's Ice Cream Shop, Inc., doing business as Zephyr's 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 1777 West Wilson Avenue. Said sidewalk cafe area shall be forty (40) feet in length and ten (10) feet in width, for a total of four hundred (400) square feet and shall begin eight (8) feet from the face of the curb line along West Wilson 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: $300.00/Seating: 40.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1,

in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Revenue no later than 30

days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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332 Deli.

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

SECTION 1. Permission and authority are hereby given and granted to 332 Deli, 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 332 South Michigan Avenue. Said sidewalk cafe area shall be sixteen (16) feet in length and twelve (12) feet in width, for a total of one hundred ninety-two (192) square feet and shall begin fourteen (14) feet from the face of the curb line along South Michigan 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 10:00 P.M.

Compensation: $300.00/Seating: 18.

No signage shall be located in the public right-of-way at any time other than a two (2) foot by two (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 from and after April 1, 1995 through, and including, November 1, 1995.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Transportation 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 Transportation.

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 Transportation 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 Transportation 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 Transportation 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 ALLEY IMPROVEMENTS BY SPECIAL ASSESSMENT.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 improvement ordinances transmitted herewith (referred on April 12, 1995) submitted by the Board of Local Improvements.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

Alley Between Belt Railroad, West 76th Street, South Honore Street And South Wolcott Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $4,864.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

Belt Railroad, West 76th Street, South Honore Street and South Wolcott Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$ 97,298.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	4,864.00
TOTAL:	$102,162.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between Belt Railroad, West 76th Street, South Wolcott Avenue And South Winchester Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $5,085.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

Belt Railroad, West 76th Street, South Wolcott Avenue and South Winchester Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$101,713.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	5,085.00
TOTAL:	$106,798.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West Chicago Avenue, West Huron Street, North Elizabeth Street And North Throop Street.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,949.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West Chicago Avenue, West Huron Street, North Elizabeth Street and North Throop Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$78,981.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,949.00
TOTAL:	$82,930.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between South Hillock Avenue, South Grove Street, South Crowell Street And South Bonfield Street.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $2,468.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost attached to this ordinance read as follows:

Recommendation By Board Of Local Improvements

To the Mayor and Aldermen of the City of Chicago in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

South Hillock Avenue, South Grove Street, South Crowell Street and South Bonfield Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$49,379.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	2,468.00
TOTAL:	$51,847.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West Raven Street To Triangle, North Nettleton Avenue And North Navarre Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $2,900.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West Raven Street to triangle, North Nettleton Avenue and North Navarre Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$58,000.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	2,900.00
TOTAL:	$60,900.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 78th Street, East 79th Street, South Chappel Avenue And South Jeffery Boulevard.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $1,758.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 78th Street, East 79th Street, South Chappel Avenue and South Jeffery Boulevard in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$35,161.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	1,758.00
TOTAL:	$36,919.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 81st Street, South South Chicago Avenue, South Bennett Avenue And South Constance Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $2,329.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 81st Street, South South Chicago Avenue, South Bennett Avenue and South Constance Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$46,586.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	2,329.00
TOTAL:	$48,915.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 83rd Street, East 84th Street, South Bennett Avenue And South Constance Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,454.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost attached to this ordinance read as follows:

Recommendation By Board Of Local Improvements

To the Mayor and Aldermen of the City of Chicago in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 83rd Street, East 84th Street, South Bennett Avenue and South Constance Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$69,087.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,454.00
TOTAL:	$72,541.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 83rd Street, East 84th Street, South Crandon Avenue And South Luella Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,957.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 83rd Street, East 84th Street, South Crandon Avenue and South Luella Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$79,155.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,957.00
TOTAL:	$83,112.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 83rd Street, West 84th Street, South La Salle Street And South Wentworth Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,738.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land

therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 83rd Street, West 84th Street, South LaSalle Street and South Wentworth Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$74,763.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,738.00
TOTAL:	$78,501.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 83rd Street, East 84th Street, South Paxton Avenue And South Merrill Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $4,329.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 83rd Street, East 84th Street, South Paxton Avenue and South Merrill Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$86,586.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	4,329.00
TOTAL:	$90,915.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 83rd Street, East 84th Place, South Stony Island Avenue And South Blackstone Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $4,068.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land

therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost attached to this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 83rd Street, East 84th Place, South Stony Island Avenue and South Blackstone Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$81,378.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	4,068.00
TOTAL:	$85,446.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 84th Street, East 85th Street, South Bennett Avenue And South Euclid Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,571.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 84th Street, East 85th Street, South Bennett Avenue and South Euclid Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$71,434.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,571.00
TOTAL:	$75,005.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 85th Street, East 86th Street, South Dorchester Avenue And South Dante Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $2,537.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 85th Street, East 86th Street, South Dorchester Avenue and South Dante Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$70,757.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	2,537.00
TOTAL:	$74,294.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 87th Street, East 87th Place, South Kimbark Avenue And Railroad Right-Of-Way.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $2,573.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 87th Street, East 87th Place, South Kimbark Avenue and railroad right-of-way in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$52,463.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	2,573.00
TOTAL:	$54,036.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 89th Street, East 89th Place, South Dorchester Avenue And New York Central Railroad.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $4,798.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land

therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance reads as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 89th Street, East 89th Place, South Dorchester Avenue and New York Central Railroad in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$ 95,965.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	4,798.00
TOTAL:	$100,763.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 89th Place, East 90th Street, South Dorchester Avenue And Illinois Central Railroad Right-Of-Way.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,793.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 89th Place, East 90th Street, South Dorchester Avenue and Illinois Central Railroad right-of-way in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$75,862.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,793.00
TOTAL:	$79,655.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 89th Street, East 90th Street, South Essex Avenue And South Phillips Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,600.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land

therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost attached to this ordinance read as follows:

Recommendation By Board Of Local Improvements

To the Mayor and Aldermen of the City of Chicago in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 89th Street, East 90th Street, South Essex Avenue and South Phillips Avenue, in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein,

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$72,018.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,600.00
TOTAL:	$75,618.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 91st Street, East 92nd Street, South Chappel Avenue And South Clyde Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,951.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 91st Street, East 92nd Street, South Chappel Avenue and South Clyde Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$79,023.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,951.00
TOTAL:	$82,974.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 92nd Street, West 93rd Street, South Peoria Street And South Sangamon Street.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,675.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 92nd Street, West 93rd Street, South Peoria Street and South Sangamon Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$73,501.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,675.00
TOTAL:	$77,176.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 97th Street, West 98th Street, South Hoyne Avenue And South Hamilton Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,444.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 97th Street, West 98th Street, South Hoyne Avenue and South Hamilton Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$ 68,884.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,444.00
TOTAL:	$ 72,328.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between East 97th Place, East 98th Street, Rock Island Right-Of-Way And South Avalon Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $2,796.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land

therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

East 97th Place, East 98th Street, Rock Island right-of-way and South Avalon Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$55,926.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	2,796.00
TOTAL:	$58,722.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 99th Street, West 100th Street, South Walden Parkway And South Longwood Drive.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,595.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 99th Street,West 100th Street, South Walden Parkway and South Longwood Drive in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$71,918.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,595.00
TOTAL:	$75,513.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 100th Street, West 101st Street, South Washtenaw Avenue And South Fairfield Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,942.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement

(except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 100th Street, West 101st Street, South Washtenaw Avenue and South Fairfield Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance,

and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$78,844.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,942.00
TOTAL:	$82,786.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 101st Street, West 102nd Street, South Wallace Street And South Lowe Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses

attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,171.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 101st Street, West 102nd Street, South Wallace Street and South Lowe Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$63,426.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,171.00
TOTAL:	$66,597.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 101st Street, West 102nd Street, South Washtenaw Avenue And South Fairfield Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,634.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the

second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 101st Street, West 102nd Street, South Washtenaw Avenue and South Fairfield Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance,

and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$72,684.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,634.00
TOTAL:	$76,318.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 102nd Street, West 103rd Street, South Eberhart Avenue And South Vernon Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses

attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $4,083.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 102nd Street, West 103rd Street, South Eberhart Avenue and South Vernon Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$81,661.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	4,083.00
TOTAL:	$85,744.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 102nd Street, West 103rd Street, South Emerald Avenue And South Halsted Street.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,929.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement

(except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 102nd Street, West 103rd Street, South Emerald Avenue and South Halsted Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance,

and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$78,590.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,929.00
TOTAL:	$82,519.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 104th Street, West 105th Street, South Hoyne Avenue And South Hamilton Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses

attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $2,501.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 104th Street, West 105th Street, South Hoyne Avenue and South Hamilton Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$50,039.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	2,501.00
TOTAL:	$52,540.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West *106th Street, West 107th Street, South Hamilton Avenue And South Leavitt Street.*

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $4,151.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement

(except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 106th Street, West 107th Street, South Hamilton Avenue and South Leavitt Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance,

and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$83,030.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	4,151.00
TOTAL:	$87,181.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 111th Street, West 112th Street, South Eggleston Avenue And South Normal Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses

attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $4,522.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 111th Street, West 112th Street, South Eggleston Avenue and South Normal Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$90,449.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	4,522.00
TOTAL:	$94,971.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 113th Street, West 114th Street, South Emerald Avenue And South Halsted Street.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $2,415.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement

(except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 113th Street, West 114th Street, South Emerald Avenue and South Halsted Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance,

and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$48,302.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	2,415.00
TOTAL:	$50,717.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 114th Street, West 115th Street, South Eggleston Avenue And South Normal Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses

attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $4,472.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 114th Street, West 115th Street, South Eggleston Avenue and South Normal Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$89,445.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	4,472.00
TOTAL:	$93,917.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 114th Street, West 115th Street, South Normal Avenue And South Parnell Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,793.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement

(except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements

To the Mayor and Aldermen of the City of Chicago in City Council Assembled:

We hereby submit an ordinance for construction of an alley with Portland cement concrete and otherwise improving the roadway between:

West 114th Street, West 115th Street, South Normal Avenue and South Parnell Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance,

and the making of the improvement contemplated therein,

Respectfully submitted,

(Signed) George Migala
(Signed) Kenneth Smoot
(Signed) Larry Garnet
(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$75,869.00
Deficiency in interest on the assessment, cost of making, leving and collecting said assessment and lawful expenses attending the making of said improvements	3,793.00
TOTAL:	$79,662.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 114th Street, West 115th Street, South Yale Avenue And South Princeton Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost thereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $4,390.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property, and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands), bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost attached to this ordinance read as follows:

Recommendation By Board Of Local Improvements

To the Mayor and Aldermen of the City of Chicago in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 114th Street, West 115th Street, South Yale Avenue and South Princeton Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein,

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$87,804.00
Deficiency in interest on the assessment, cost of making, leving and collecting said assessment and lawful expenses attending the making of said improvements	4,390.00
TOTAL:	$92,194.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 120th Street, Central Illinois Railroad Right-Of-Way, South Wentworth Avenue And South Yale Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,423.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement

(except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 120th Street, Central Illinois Railroad right-of-way, South Wentworth Avenue and South Yale Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance,

and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$68,462.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,423.00
TOTAL:	$71,885.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 120th Street, Central Illinois Railroad Right-Of-Way, South Yale Avenue And South Princeton Avenue.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses

attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $3,736.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 120th Street, Central Illinois Railroad right-of-way, South Yale Avenue and South Princeton Avenue in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance, and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$74,727.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	3,736.00
TOTAL:	$78,463.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

Alley Between West 126th Street, West 126th Place, South Parnell Avenue And South Wallace Street.

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

SECTION 1. That the recommendation of the Board of Local Improvements of the City of Chicago, providing for said improvement, together with the estimate of the cost hereof, including the lawful expenses attending the same, made by the engineer of said Board both hereto attached, be and the same are hereby approved.

SECTION 2. That said improvement shall be made and the cost thereof, including the lawful expenses attending the same, be paid by special assessment in accordance with an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto, and that of said special assessment of the sum of $1,893.00 not exceeding five (5) per centum of the amount of said assessment as finally determined after the completion of said improvement in accordance with Article 9-2 of said Act, shall be applied toward the payment of the cost of making, levying and collecting said special assessment, and of letting and executing contracts, advertising, clerical hire, engineering and inspection, court costs and deficiency in interest in the matter of said special assessment, in accordance with the provisions of said Act.

SECTION 3. That the aggregate amount herein ordered to be assessed against the property and also the assessment on each lot and parcel of land therein assessed shall be divided into five (5) installments in the manner provided by the statute in such cases made and provided, and each of said installments shall bear interest at the rate of seven (7) per centum per annum according to law until paid, or as otherwise provided by law.

SECTION 4. That for the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement (except such part, if any, that is chargeable to the City of Chicago for public

benefits to public lands) bonds shall be issued payable out of said installments bearing interest at the rate of seven (7) per centum per annum, or as otherwise provided by law, payable annually, and signed by the Mayor and by the President of the Board of Local Improvements, countersigned by the City Comptroller and attested by the City Clerk under the corporate seal of the City of Chicago. Said bonds shall be issued in accordance with and shall in all respects conform to the provisions of the Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Local Improvements", approved June 14th, A.D. 1897, and the amendments thereto.

SECTION 5. That the Corporation Counsel be and she is hereby directed to file a petition in the Circuit Court of Cook County, Illinois, in the name of the City of Chicago, praying that steps may be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

SECTION 6. That all ordinances, or parts of ordinances, conflicting with this ordinance be and the same are hereby repealed.

SECTION 7. This ordinance shall be in force from and after its passage.

Recommendation by Board of Local Improvements and Estimate of Cost referred to in this ordinance read as follows:

Recommendation By Board Of Local Improvements.

To the Mayor and Aldermen of the City of Chicago, in City Council Assembled:

We hereby submit an ordinance for construction of an alley with portland cement concrete and otherwise improving the roadway between:

West 126th Street, West 126th Place, South Parnell Avenue and South Wallace Street in the City of Chicago, County of Cook and State of Illinois,

together with an estimate of the cost of said improvement and the lawful expenses attending the same, and recommend the passage of said ordinance,

and the making of the improvement contemplated therein.

Respectfully submitted,

(Signed) George Migala

(Signed) Kenneth Smoot

(Signed) Larry Garnet

(Signed) Frank Pauley

Board of
Local Improvements
of the
City of Chicago

We hereby submit an estimate of the costs of such improvement including labor and materials.

	$37,868.00
Deficiency in interest on the assessment, cost of making, levying and collecting said assessment and lawful expenses attending the making of said improvements	1,893.00
TOTAL:	$39,761.00

We hereby certify that in our opinion the above estimate does not exceed the probable cost of the above proposed improvement, and lawful expenses attending the same.

Dated, Chicago, February 24, 1995, the Board of Local Improvements.

AUTHORIZATION FOR APPROVAL OF PLAT OF CENTRAL STATION -- 3RD RESUBDIVISION LYING BETWEEN SOUTH INDIANA AVENUE AND SOUTH PRAIRIE AVENUE, NORTH OF EAST 16TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Superintendent of Maps to approve a proposed plat of Central Station -- 3rd Resubdivision located north of the north line of East 16th Street along the east line of South Indiana Avenue, lying between the east line of South Indiana Avenue and the westerly line of South Prairie Avenue. This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Central Station -- 3rd Resubdivision located 1,118.97 feet north of the north line of East 16th Street (as measured along the east line of South Indiana

Avenue), lying between the east line of South Indiana Avenue and the westerly line of South Prairie Avenue, also having a frontage of 58.00 feet along the east line of South Indiana Avenue (as measured along said east line of South Indiana Avenue) and a frontage of 38.20 feet along the west line of South Prairie Avenue (as measured along said west line of South Prairie Avenue) as shown on the attached plat, when the necessary certificates are shown on said plat for the MCL/Central Station Limited Partnership (File No. 22-42-95-1928).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF CORNELL SQUARE SUBDIVISION LYING BETWEEN ILLINOIS CENTRAL GULF RAILROAD AND SOUTH CORNELL AVENUE, NORTH OF EAST HYDE PARK BOULEVARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Superintendent of Maps to approve a proposed plat of Cornell Square Subdivision lying between the Illinois Central Gulf Railroad and South Cornell Avenue, north of the north line of East Hyde Park Boulevard. This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Cornell Square Subdivision lying between the Illinois Central Gulf Railroad (formerly the Illinois Central Railroad) and South Cornell Avenue, located 679.00 feet north of the north line of East Hyde Park Boulevard, as measured along the east line of South Cornell Avenue and having a frontage of 246.00 feet along the east line of South Cornell Avenue shown on the attached plat, when the necessary certificates are shown on said plat for the MCL Corporation (File No. 11/12-4-95-1929).

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

[Drawings referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF GLEN LAKE CONDOMINIUMS SUBDIVISION ON PORTION OF NORTH NARRAGANSETT AVENUE AND DEDICATION OF PORTIONS OF WEST BERTEAU AVENUE, WEST WARNER AVENUE, NORTH NATCHEZ AVENUE AND NORTH NARRAGANSETT AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Superintendent of Maps to approve a proposed plat of Glen Lake Condominiums Subdivision located north and parallel to the centerline of West Irving Park Road, on the west line of North Narragansett Avenue; and providing for the dedication of West Berteau Avenue, West Warner Avenue, North Natchez Avenue and an additional 10 feet along the west side of North Narragansett Avenue. This ordinance was referred to the committee on May 2, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Glen Lake Condominiums Subdivision located north of a line 1,010.71 feet, more or less, north of and parallel with the centerline of West Irving Park Road, on the west line of North Narragansett Avenue, having a frontage of 613.95 feet, more or less, on the west line of North Narragansett Avenue lying southerly of the southerly line of Community College District No. 508 (Wright College) and east of a line 824.68 feet, more or less, west of the west line of North Narragansett Avenue, and providing for the dedication of West Berteau Avenue, West Warner Avenue, North Natchez Avenue and an additional 10.00 feet along the west side of North Narragansett Avenue, as shown on the attached plat when the necessary certificates are shown on said plat for the Dunning Development, L.L.C. (File No. 18-38-95-1943).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF HIGGINS SUBDIVISION LYING BETWEEN SOUTH JASPER PLACE AND SOUTH ASHLAND AVENUE, NORTH OF WEST 37TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Superintendent of Maps to approve a proposed plat of Higgins Subdivision located north of the north line of West 37th Street along the southerly extension of South Jasper Place and east of the east line of South Ashland Avenue along the north line of West 37th Street. This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Higgins Subdivision located 150.00 feet, more or less, north of the north line of West 37th Street as measured along the southerly extension of South

Jasper Place (a private street) and 813.00 feet, more or less, east of the east line of South Ashland Avenue as measured along the north line of West 37th Street, having a frontage of 430.00 feet along the west line of South Jasper Place (a private street) shown on the attached plat, when the necessary certificates are shown on said plat for the 2155 Hubbard Building Partnership (File No. 32-11-95-1935).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF HOMAN SQUARE PHASE TWO -- SECTION ONE IN BLOCK BOUNDED BY WEST POLK STREET, WEST ARTHINGTON STREET, SOUTH ST. LOUIS AVENUE AND SOUTH HOMAN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Superintendent of Maps to approve a proposed plat of Homan Square Phase Two -- Section One in the block bounded by West Polk Street, West Arthington Street, South St. Louis Avenue and South Homan Avenue. This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Homan Square Phase Two -- Section One in the block bounded by West Polk Street, West Arthington Street, South St. Louis Avenue and South Homan Avenue shown on the attached plat, when the necessary certificates are shown on said plat for the West Side Affordable Housing Limited Partnership (File No. 14-24-95-1937).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF HOMAN SQUARE PHASE TWO -- SECTION TWO IN BLOCK BOUNDED BY WEST POLK STREET, WEST ARTHINGTON STREET, SOUTH HOMAN AVENUE AND SOUTH SPAULDING AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Superintendent of Maps to approve a proposed plat of Homan Square Phase Two -- Section Two in the block bounded by West Polk Street, West Arthington Street, South Homan Avenue and South Spaulding Avenue. This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Homan Square Phase Two -- Section Two in the north 140.85 feet, more or less, of the block bounded by West Polk Street, West Arthington Street, South Homan Avenue and South Spaulding Avenue as shown on the attached plat, when the necessary certificates are shown on said plat for the Homan Square Phase Two -- Section Two (File No. 14-24-95-1938).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF LINCOLN, ASHLAND, BELMONT VERTICAL SUBDIVISION ON WEST SCHOOL STREET BETWEEN NORTH ASHLAND AVENUE, NORTH MARSHFIELD AVENUE AND NORTH LINCOLN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Superintendent of Maps to approve a proposed plat of Lincoln, Ashland, Belmont, a vertical subdivision located on the north line of West School Street, between North Ashland Avenue and North Marshfield Avenue; also on the south line of West School Street, between North Ashland Avenue and North Lincoln Avenue. This ordinance was referred to the committee on May 2, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Lincoln, Ashland, Belmont, a vertical subdivision located on the north line of West School Street, between the west line of North Ashland Avenue and the east line of North Marshfield Avenue, having a frontage of 200.00 feet, more or less, on the west line of North Ashland Avenue and having a frontage of 194.00 feet, more or less, on the east line of North Marshfield Avenue;

Also

being located on the south line of West School Street, between the west line of North Ashland Avenue and the easterly line of North Lincoln Avenue having a frontage on the west line of North Ashland Avenue of 234.12 feet, more or less, and having a frontage of 260.14 feet, more or less, on the easterly line of North Lincoln Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat for the Lincoln, Ashland, Belmont, L.L.C. (File No. 19-32-95-1941).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk].

AUTHORIZATION FOR APPROVAL OF PLAT OF MANOR HOMES OF DEARBORN PARK ON PORTIONS OF SOUTH PLYMOUTH COURT AND WEST 14TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Superintendent of Maps to approve a proposed plat of Manor Homes of Dearborn Park, located at the northwest corner of South Plymouth Court and West 14th Street. This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Manor Homes of Dearborn Park located at the northwest corner of South Plymouth Court and West 14th Street, having a frontage of 207.15 feet along the west line of South Plymouth Court (as measured along said west line) and having a frontage of 168.00 feet along the north line of West 14th Street (as measured along said north line) as shown on the attached plat, when the necessary certificates are shown on said plat for the Dearborn Prairie Homes Corporation (File No. 21-2-95-1940).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk].

AUTHORIZATION FOR APPROVAL OF PLAT OF PAIGE AND PIERCE'S SUBDIVISION IN AREA GENERALLY BOUNDED BY CHICAGO TRANSIT AUTHORITY'S SOUTHWEST TRAIN LINE, INDIANA HARBOR BELT RAILROAD, SOUTH KILBOURN AVENUE AND SOUTH KEELER AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Superintendent of Maps to approve a proposed plat of Paige and Pierce's Subdivision, lying northwest of and adjoining the northwest right-of-way line of the Chicago Transit Authority's southwest train line and lying within the right-of-way lines of the Indiana Harbor Belt Railroad lying between the east line of South Kilbourn Avenue and the west line of South Keeler Avenue. This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Paige and Pierce's Subdivision lying northwesterly of and adjoining the northwesterly right-of-way line of the Chicago Transit Authority's southwest train line and lying within the right-of-way lines of the Indiana Harbor Belt Railroad lying between the east line of South Kilbourn Avenue

and the west line of South Keeler Avenue as shown on the attached plat, when the necessary certificates are shown on said plat for the Indiana Harbor Belt Railroad and the Marquette National Bank, as Trustee, under Trust No. 13137 (File No. 10-23-95-1939).

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

[Drawings referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk].

AUTHORIZATION FOR APPROVAL OF PLAT OF SECOND FEDERAL SAVINGS AND LOAN SUBDIVISION ON PORTIONS OF WEST LYNDALE STREET AND NORTH MILWAUKEE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Superintendent of Maps to approve a proposed plat of Second Federal Savings and Loan Subdivision, located between West Lyndale Street and North Milwaukee Avenue. This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Second Federal Savings and Loan Subdivision, located between West Lyndale Street and North Milwaukee Avenue, having a frontage of 155.90 feet along the south line of West Lyndale Street and a frontage of 223.69 feet along the northeasterly line of North Milwaukee Avenue as shown on the attached plat, when the necessary certificates are shown on said plat for the Second Federal Savings and Loan Association of Chicago (File No. 36-26-95-1932).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

VACATION OF PORTION OF TRIANGULAR AREA LOCATED AT NORTHEAST CORNER OF EAST CERMAK ROAD AND SOUTH INDIANA AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance vacating the triangular area (91.0 feet by 150.0 feet) at the northeast corner of East Cermak Road and South Indiana Avenue. This ordinance was referred to the committee on May 16, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of South Indiana Avenue as widened by Order of Possession by the County Court August 2, 1928 (General No. 47685) described as follows: that part of Lots 10, 11 and 12 lying east of a line 34.0 feet east of and parallel to the west line of said Lots 10, 11 and 12 and lying westerly of a line drawn from a point in the north line of said Lot 12 which is 34.0 feet east of the northwest corner of said Lot 12 to a point in the south line of said Lot 10 which is 125.0 feet east of the southwest corner of said Lot 10, all in Block 25 in Gurley's Subdivision of Blocks 24, 25, 26, 27 and 28 in Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian; said part of public street herein vacated being further described as a triangular area (91.0 feet by 150.0 feet) at the northeast corner of East Cermak Road and South Indiana Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. It is hereby made a condition of this vacation that the first driveway fronting on South Indiana Avenue north of East Cermak Road providing vehicular access between the property hereby vacated and the roadway in South Indiana Avenue shall be limited to a width of 24 feet, 0 inches with its centerline not less than 45 feet, 0 inches north of the present north right-of-way line of East Cermak Road. The City hereby reserves to itself an easement to such effect.

The City of Chicago hereby reserves for the benefit of Ameritech, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of telephonic and associated services under, over, and along the street as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Lakeside Bank shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public street hereby vacated, the sum of _____ Dollars ($), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) 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 around the area hereby vacated, similar to the sidewalk and curb in East Cermak Road and South Indiana Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance Lakeside Bank shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 1852 of this Journal.]

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST 78TH STREET, WEST 79TH STREET, SOUTH ASHLAND AVENUE AND SOUTH LAFLIN STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance vacating the first east/west 16 foot public alley south of West 78th Street in the block bounded by West 78th Street, West 79th Street, South Ashland Avenue and South Laflin Street. This ordinance was referred to the committee on May 16, 1995.

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 1853)

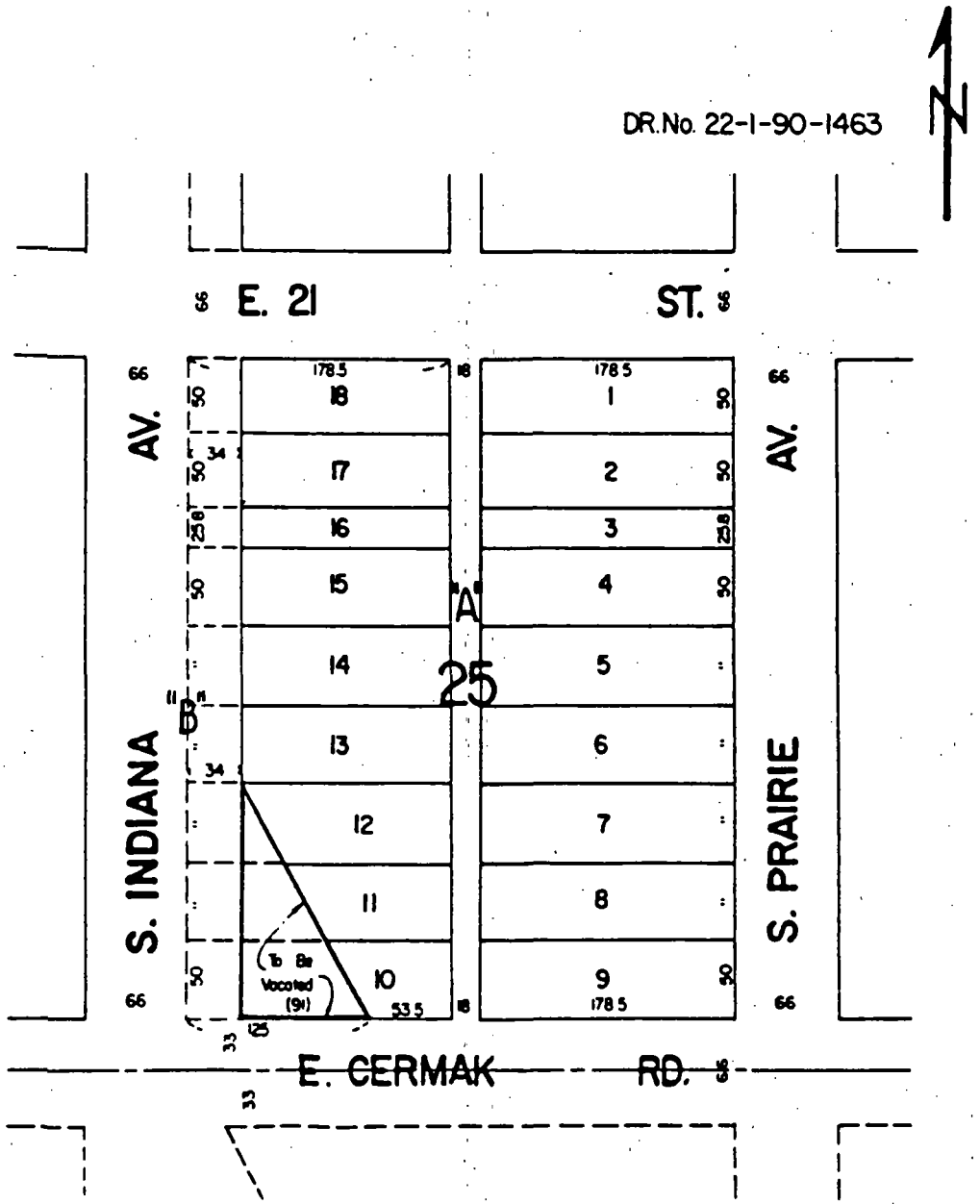
Ordinance associated with this drawing printed on pages 1849 through 1851 of this Journal.

"A"

Gurley's Subdivision of Blks. 24, 25, 26, 27 and 28, Assessor's Division of S.W. frac'l 1/4 of Sec. 22-39-14

"B"

Ordinance for Widening Indiana Av. between E. 23rd St. and the N. line of the first private N. of E. 16th St. Boul. Passed Dec. 14, 1921. Order of Possession by County Court Aug. 2, 1928 Gen. 47685



(Continued from page 1851)

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of 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 of the east/west 16 foot public alley dedicated by plat approved by the City Council of the City of Chicago by ordinance passed June 18, 1924 and recorded July 15, 1924 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 8510705 being described as the north 16.0 feet of Lot 34 in M. J. Flynn's Addition to West Auburn, being a subdivision of Block 32 in Jones' Subdivision of the west half of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian; said public alley herein vacated being further described as the first east/west 16 foot public alley south of West 78th Street in the block bounded by West 78th Street, West 79th Street, South Ashland Avenue and South Laflin Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Ameritech Corporation, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and

associated equipment and underground conduits, cables, and associated equipment for the transmission and distribution of telephonic and associated services, under, over, and along the first east/west 16 foot public alley south of West 78th Street in the block bounded by West 78th Street, West 79th Street, South Ashland Avenue and South Laflin Street as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, the Ambassador's For Christ shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of Thirteen Thousand Seven Hundred and no/100 Dollars ($13,700.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) 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 the public alley hereby vacated, similar to the sidewalk and curb in South Ashland Avenue between West 78th Street and West 79th Street.

SECTION 4. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, the Ambassador's For Christ shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 1855 of this Journal.]

VACATION OF EAST/WEST PUBLIC ALLEY IN BLOCK BOUNDED BY WEST 107TH STREET, WEST 108TH STREET, SOUTH GREEN STREET AND SOUTH HALSTED STREET.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 1856)

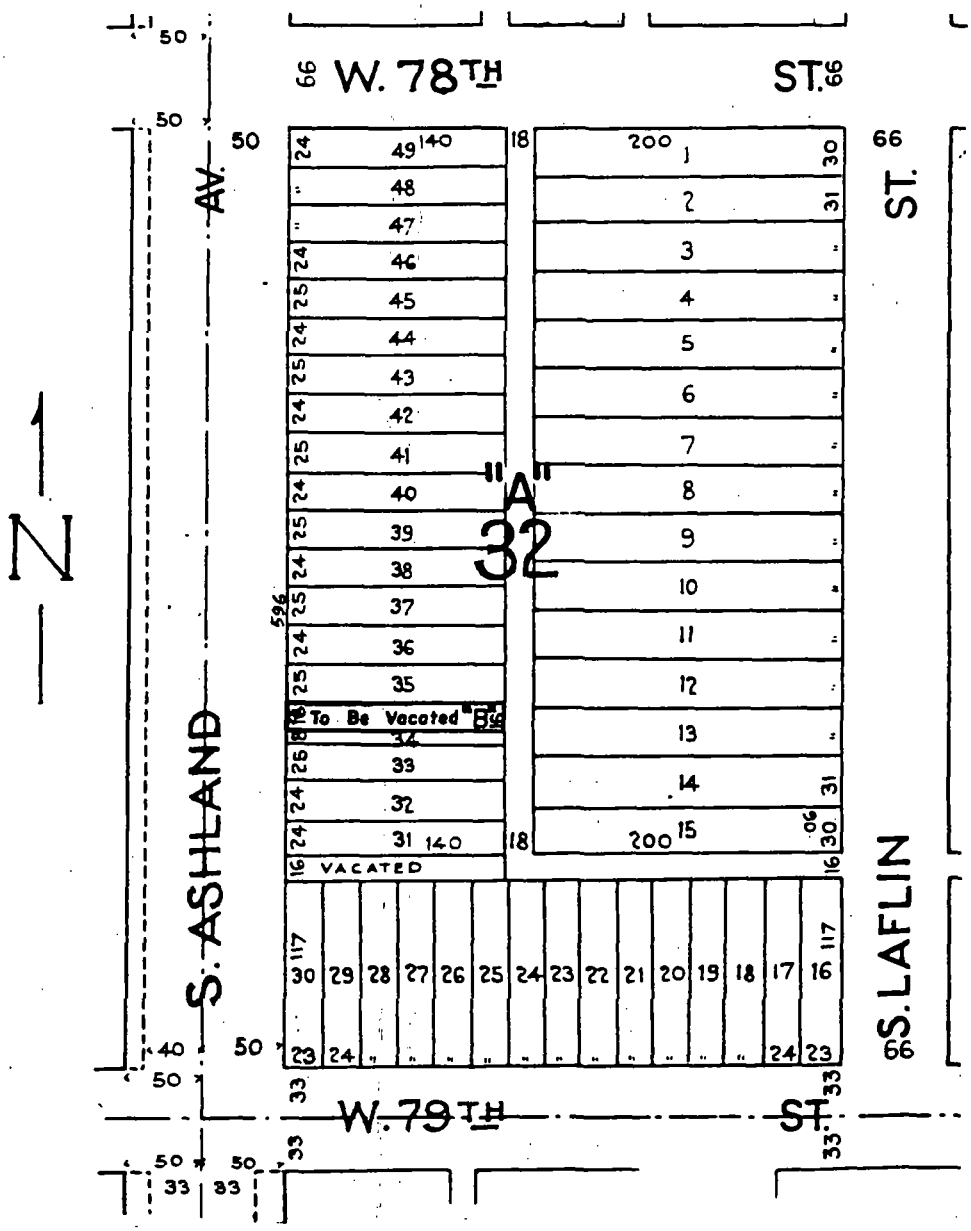
Ordinance associated with this drawing printed on pages *1853 through 1854 of this Journal.*

"A"

M. J. Flynn's Addition to West Auburn Being a Subdivision of Block 32 in Jones' Subdivision of the W. 1/2 of Section 29-38-14.

"B"

Dedication for a Public Alley. Ordinance Passed June 18, 1924.
Rec. July 15, 1924 Doc. 8510705



DR. NO. 29-17-93-1798

(Continued from page 1854)

CHICAGO, May 16, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance vacating the east 108.07 feet, more or less, of the east/west 16 foot public alley in the block bounded by West 107th Street, West 108th Street, South Green Street and South Halsted Street. This ordinance was referred to the committee on May 16, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. All that part of the east/west 16 foot public alley lying south of the south line of Lots 17 to 20, both inclusive; lying north of the north line of Lot 21; lying east of a line drawn from the southwest corner of Lot 17 to the northwest corner of Lot 21 in Block 13 in First Addition to Sheldon Heights Northwest, being a subdivision of the east half of the southeast quarter of the southeast quarter of the southeast quarter of Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, together with the east half of the east half of the east half of the east half of the north three-quarters of the southeast quarter of said Section 17, lying west of the west line of South Halsted Street, as widened, by Order of Possession entered March 5, 1940 as Superior Court General No. 422439 being described in said Order of Possession as lying west of "a line 50.0 feet west of and parallel with the east line of said Section 17, said part of public alley herein vacated being further described as the east 108.07 feet, more or less, of the east/west 16 foot public alley in the block bounded by West 107th Street, West 108th Street, South Green Street and South Halsted Street" as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Delray Farms, Inc. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Ten Thousand Two Hundred Fifty and no/100 Dollars ($10,250.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in South Halsted Street, between West 107th Street and West 108th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, Delray Farms, Inc. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 1859 of this Journal.]

TIME EXTENSION GRANTED FOR VEHICULAR TRAFFIC CLOSURE ON PORTIONS OF WEST 44TH STREET, SOUTH LEAMINGTON AVENUE AND SOUTH LECLAIRE AVENUE AND DEDICATION OF PORTIONS OF SPECIFIED PUBLIC ALLEYS ADJACENT THERETO.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 time extension request for an ordinance originally passed by the City Council on November 2, 1994, pages 58756 -- 58761 of the Council Journal of Proceedings which closes to vehicular traffic various alleys within the boundaries of West 44th Street, South Lawler Avenue, South Leamington Avenue, South Leclaire Avenue and the Atchison, Topeka and Santa Fe Railroad. This ordinance was referred to the committee on May 16, 1995.

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 1860)

Ordinance associated with this drawing printed on page 1857 of this Journal.

"A"

1st Addition to Sheldon Heights Northwest being a Subdivision of E.1/2 of S.E.1/4 of S.E.1/4 of S.E.1/4 of Sec.17-37-14, together with E.1/2 of E.1/2 of E.1/2 of E.1/2 of N.3/4 of S.E.1/4 of said Sec.17. Rec. Oct.16,1925.

"B"

Sheldon Heights Northwest Second Addition being a Subdivision of the W.2/3 of the E.3/8 of the N.3/4 of the E.1/2 of the S.E.1/4 of Sec.17-37-14. (except the N.174 ft. thereof)

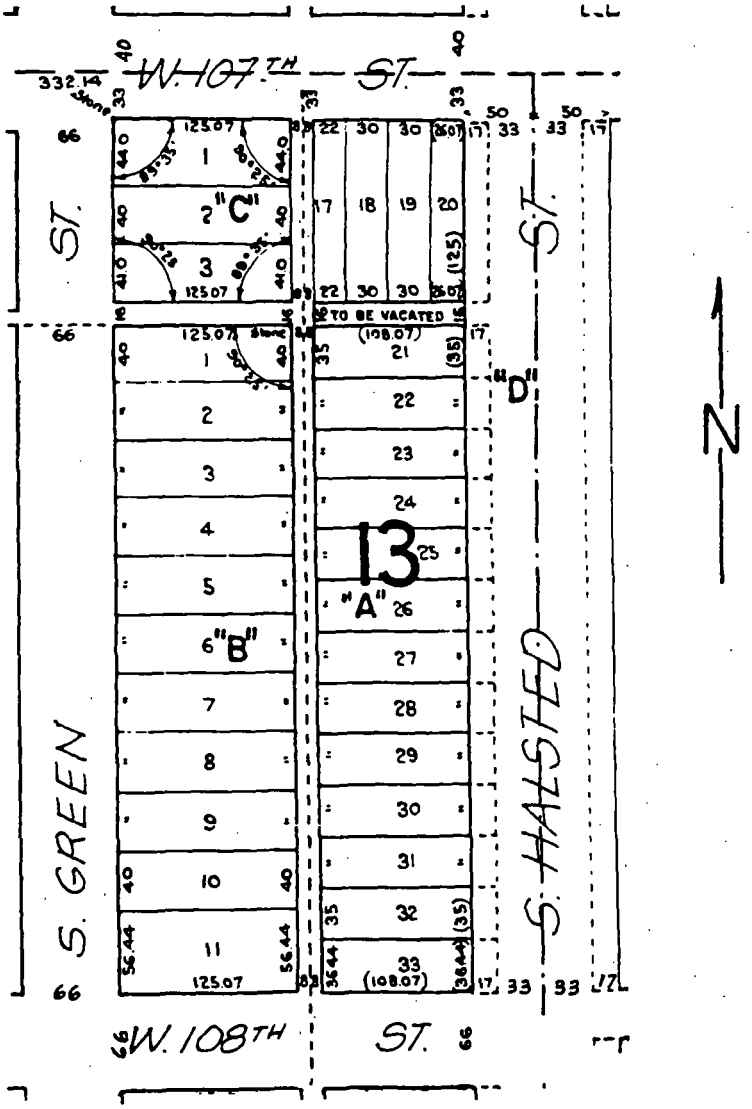
"C"

Sheldon Heights Northwest 107th St. Resub. being a Resub. of lots 1, 2 and 3 in Sheldon Heights Northwest Fourth Add. etc. and the W.8 ft. of lot 17 in Blk.13 of 1st Add. to Sheldon Heights Northwest etc.

"D"

Ordinance for widening S. Halsted St. from Vincennes Av. to S'ly. City Limits. Passed June 17,1925 Order of Possession Mar.5,1940. Superior Court Gen'l. No.422439.

DR. NO. 17-34-94-1849



(Continued from page 1858)

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council on November 2, 1994 appearing on pages 58756 through 58761 inclusive of the Journal of the Proceedings of said date, providing for "Vehicular Traffic Closure on Portions Of West 44th Street, South Leamington Avenue and South Leclaire Avenue and Dedication of Portions of Specified Public Alleys Adjacent Thereto"; and

WHEREAS, Said ordinance was not recorded within the six (6) month time period as provided in the ordinance; and

WHEREAS, The City Council desires to extend such period; and

WHEREAS, The Chicago Park District in connection with the Leclaire-Hearst Park Expansion Project desires to close to vehicular traffic West 44th Street, between the west line of South Lawler Avenue and the east line of South Leamington Avenue; also South Leamington Avenue, between the north line of West 44th Street and the southeasterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad (formerly the Chicago and Alton Railroad); also South Leclaire Avenue, between the south line of West 44th Street and a line 99.90 feet, more or less, south thereof; also the north 99.90 feet, more or less, of the two (2) north/south 16 foot public alleys in the area bounded by West 44th Street, West 45th Street, South Leamington Avenue and South Lawler Avenue; and

WHEREAS, The Chicago Park District in connection with Leclaire-Hearst Park Expansion Project desires to dedicate two (2) east/west twenty (20) foot public alleys running east and west to South Leclaire Avenue from

the south terminus of the two (2) north/south 16 foot public alleys to be closed to vehicular traffic; and

WHEREAS, The parts of streets and alleys to be closed to vehicular traffic will be landscaped, developed and improved in accordance with city standards and used as green space with grass, trees and walks; now, therefore,

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

SECTION 1. All that part of West 44th Street which lies south of a line drawn from the southwest corner of Lot 9 in Block 83 of Frederick H. Bartlett's Second Addition to Central Chicago, being a subdivision in the southeast quarter of the northeast quarter of Section 4 and in the northwest quarter of the southeast quarter of said Section 4, Township 38 North, Range 13 East of the Third Principal Meridian; lying south of the Chicago and Alton Railroad right-of-way (now the Atchison, Topeka and Santa Fe Railroad), to the southeast corner of Lot 13, in Block 82 in said Frederick H. Bartlett's Second Addition to Central Chicago and which lies north of a line drawn from the northwest corner of Lot 36 in Block 11, in said Frederick H. Bartlett's Central Chicago, being a subdivision in the southeast quarter of Section 4 and in the northeast quarter and the southeast quarter of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, to the northeast corner of Lot 1 in Block 10 in said Frederick H. Bartlett's Central Chicago Subdivision and which lies east of a line drawn from the southwest corner of Lot 9 in Block 83, in said Frederick H. Bartlett's Second Addition to Central Chicago Subdivision, to the northwest corner of Lot 36 in Block 11, in said Frederick H. Bartlett's Central Chicago Subdivision and which lies west of a line drawn from the southeast corner of Lot 13 in Block 82, in said Frederick H. Bartlett's Second Addition to Central Chicago Subdivision, to the northeast corner of Lot 1 in Block 10 in Frederick H. Bartlett's Central Chicago Subdivision;

Also

all that part of South Leamington Avenue lying east of the east line of Lots 1, 2, 3 and 4 and said east line extended north in Block 84, in said Frederick H. Bartlett's Second Addition to Central Chicago Subdivision; and which lies west of the west line of Lots 9, 10, 11, 12, 13 and 14, and said west line extended north and which lies north of a line drawn from the southeast corner of Lot 4 in Block 84, in said Frederick H. Bartlett's Second Addition to Central Chicago Subdivision to the southwest corner of Lot 9 in Block 83, in said Frederick H. Bartlett's Second Addition to Central Chicago Subdivision and which lies southerly of the south line of the right-of-way of the Chicago Alton Railroad (now the Atchison Topeka and Santa Fe Railroad);

Also

all that part of South Leclaire Avenue which lies east of the east line of Lots 1, 2 and 3 in Block 11 in said Frederick H. Bartlett's Central Chicago Subdivision and which lies west of the west line of Lots 34, 35 and 36 in Block 10 in said Frederick H. Bartlett's Central Chicago Subdivision and which lies south of a line drawn from the northeast corner of Lot 1 in Block 11 in said Frederick H. Bartlett's Central Chicago Subdivision, to the northwest corner of Lot 36 in Block 10 in said Frederick H. Bartlett's Central Chicago Subdivision, and which lies north of a line drawn from a point on the east line of said Lot 3, said point being 20.0 feet north of the southeast corner of said Lot 3 in Block 11 in said Frederick H. Bartlett's Central Chicago Subdivision, to a point on the west line of said Lot 34, said point being 20.0 feet north of the southwest corner of said Lot 34 in Block 10, in said Frederick H. Bartlett's Central Chicago Subdivision;

Also

all that part of the north/south 16 foot public alley in Block 10 in said Frederick H. Bartlett's Central Chicago Subdivision, which lies west of the west line of Lots 1, 2 and 3 in Block 10, in said Frederick H. Bartlett's Central Chicago Subdivision and which lies east of the east line of Lots 34, 35 and 36 in Block 10 in said Frederick H. Bartlett's Central Chicago Subdivision and which lies south of a line drawn from the northwest corner of Lot 1 in Block 10 in said Frederick H. Bartlett's Central Chicago Subdivision, to the northeast corner of Lot 36 in Block 10 in said Frederick H. Bartlett's Central Chicago Subdivision and which lies north of a line drawn from a point in the west line of Lot 3, said point being 20.0 feet north of the southwest corner of Lot 3 in Block 10 in said Frederick H. Bartlett's Central Chicago Subdivision, to a point in the east line of Lot 34, said point being 20.0 feet north of the southeast corner of Lot 34 in Block 10, in said Frederick H. Bartlett's Central Chicago Subdivision;

Also

all that part of the north/south 16 foot public alley in Block 11, in said Frederick H. Bartlett's Central Chicago Subdivision, which lies west of the west line of Lots 1, 2 and 3 in Block 11, in said Frederick H. Bartlett's Central Chicago Subdivision and which lies east of the east line of Lots 34, 35 and 36 in Block 11 of said Frederick H. Bartlett's Central Chicago Subdivision and which lies south of a line drawn from the northwest corner of Lot 1 in Block 11 in said Frederick H. Bartlett's Central Chicago Subdivision, to the northeast corner of Lot 36 in Block 11 in said Frederick H. Bartlett's Central Chicago Subdivision and which lies north of a line

drawn from a point in the west line of Lot 3, said point being 20.0 feet north of the southwest corner of Lot 3 in Block 11 in said Frederick H. Bartlett's Central Chicago Subdivision, to a point in the east line of Lot 34, said point being 20.0 feet north of the southeast corner of Lot 34 in Block 11 in said Frederick H. Bartlett's Central Chicago Subdivision as colored in blue and indicated by the words "To Be Closed To Vehicular Traffic" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same are hereby closed to vehicular traffic, except for police, fire and other emergency vehicles.

SECTION 2. The Chicago Park District shall dedicate or cause to be dedicated to the public and open up for public use as 20 foot public alleys, the following described property:

the south 20.0 feet of Lot 3, in Block 11, in Frederick H. Bartlett's Central Chicago, being a subdivision in the southeast quarter of Section 4 and in the northeast quarter and the southeast quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian;

Also

the south 20.0 feet of Lot 34, in Block 10, in Frederick H. Bartlett's Central Chicago, being a subdivision in the southeast quarter of Section 4 and in the northeast quarter and the southeast quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The closing to vehicular traffic herein provided for is made upon the express condition that the Chicago Park District shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a properly executed and acknowledged plat of dedication approved by the Superintendent of Maps showing the closings to vehicular traffic and the dedications herein provided for.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 1864 of this Journal.]

Ordinance associated with this drawing printed on pages 1861 through 1863 of this Journal.

"A"

FRED'K H. BARTLETT'S CENTRAL CHICAGO being a Sub. in the S.E. 1/4 of Sec. 4 and in the N.E. 1/4 and the S.E. 1/4 of Sec. 9-38-13.

"B"

FRED'K H. BARTLETT'S 2 ADDITION TO CENTRAL CHICAGO being a Sub. in the S.E. 1/4 of the N.E. 1/4 of Sec. 4 and in the N.W. 1/4 of the S.E. 1/4 of said Sec. 4-38-13, Lying South of the C.B.A.R.R Right of Way.

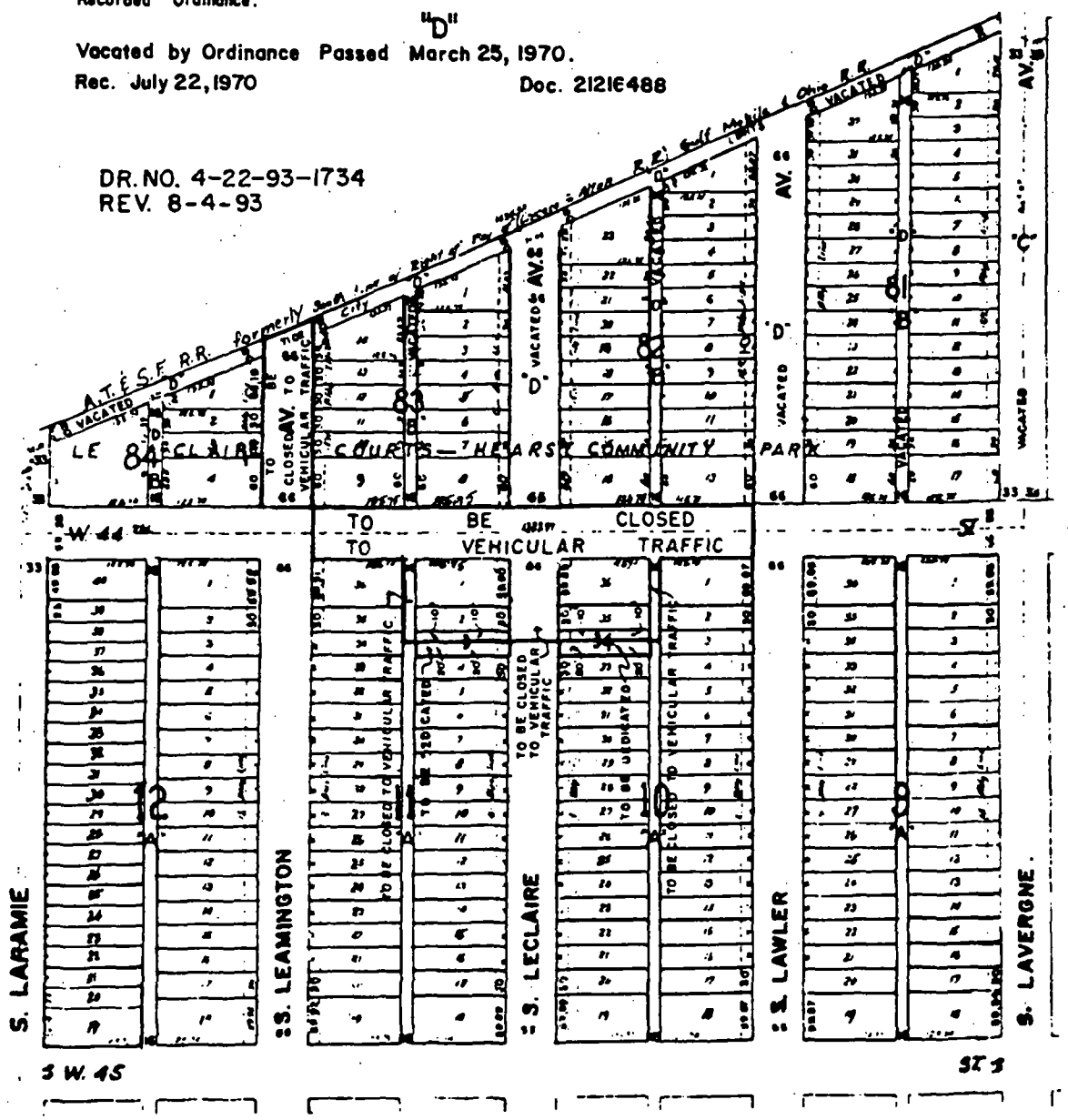
"C"

Vacated by Ordinance Passed October 28, 1949.
Rec. April 4, 1950 Doc. No. 14778841
For Reservations for Sewer and Water Mains See Exhibit "B" on Recorded Drawing of Recorded Ordinance.

"D"

Vacated by Ordinance Passed March 25, 1970.
Rec. July 22, 1970 Doc. 21216488

DR. NO. 4-22-93-1734
REV. 8-4-93



1 N

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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* two proposed ordinances transmitted herewith (referred on April 15 and May 2, 1995) authorizing and directing the Commissioner of Transportation to construct cul-de-sacs at various locations.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

West Wolfram Street, West Of North Lakewood Avenue.

WHEREAS, The residents of the 1300 block of West Wolfram Street have requested that a cul-de-sac be constructed at the intersection of North Lakewood Avenue and West Wolfram Street; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On West Wolfram Street, west of North Lakewood Avenue.

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

West 64th Street, West Of South Cicero Avenue.

WHEREAS, The residents of the 6300 block of South La Crosse Avenue have requested that a cul-de-sac be constructed at the intersection of South Cicero Avenue and West 64th Street; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On West 64th Street, west of South Cicero Avenue.

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

AUTHORIZATION FOR ISSUANCE OF PERMITS TO EAST BANK CLUB FOR IMPROVEMENTS TO PUBLIC WAY ON PORTION OF WEST HUBBARD STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 widen an existing recessed taxi stand on the west side of North Kingsbury Street, from the property line of West Hubbard Street to a point 49 feet south thereof. Also, to install a recessed bay on the east side of North Kingsbury Street, from the property line of West Hubbard Street to a point 131 feet south thereof. This order was referred to the committee on March 9, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to issue the necessary permits to the East Bank Club, located at 500 North Kingsbury Street, for the following improvements to the public way:

1. On the west side of North Kingsbury Street, to widen existing recessed taxi stand from the property line of West Hubbard Street to a point 49 feet south.

2. On the east side of North Kingsbury Street, to install a recessed bay from the property line of West Hubbard Street to a point 131 feet south.

PROHIBITION ON SALE OF FROZEN DESSERTS FROM VEHICLES WITHIN BOUNDARIES OF THIRTEENTH WARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 prohibiting any person or persons from selling or offering for sale any frozen dessert from a vehicle within the 13th Ward. This ordinance was referred to the committee on May 2, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 4-36-071 of the Municipal Code of Chicago, no person shall sell or offer for sale any frozen dessert from a vehicle within the following area:

beginning at the intersection of West 79th Street and South Springfield Avenue; thence west on West 79th Street to South Cicero Avenue; thence north on South Cicero Avenue and following the City Limit Line to South Melvina Avenue; thence north on South Melvina Avenue to West 64th Place; thence west on West 64th Place to South Narragansett Avenue; thence north on South Narragansett Avenue to West 64th Street; thence east on West 64th Street to South Melvina Avenue; thence north on South Melvina Avenue to West 63rd Place; thence east on West 63rd Place to South Austin Avenue; thence north on South Austin Avenue to West 59th Street; thence east on West 59th Street and West 59th Street extended to South Central Avenue; thence south on South Central Avenue to West 63rd Street; thence east on West 63rd Street to South Cicero Avenue; thence north on South Cicero Avenue to West 59th Street; thence east on West 59th Street to the centerline of the Belt Railway of Chicago; thence north on the center of the Belt Railway of Chicago to West 55th Street; thence east on West 55th Street to South Pulaski Road; thence south on South Pulaski Road to West 59th Street; thence east on West 59th Street to South Kedzie Avenue; thence south on South Kedzie Avenue to West 63rd Street; thence west on West 63rd Street to South St. Louis Avenue; thence south on South St. Louis Avenue to West Marquette Road; thence east on West Marquette Road to South Kedzie Avenue; thence south on South Kedzie Avenue to West 79th Street; thence west on West 79th Street to South

Trumbull Avenue; thence south on South Trumbull Avenue to West 80th Street; thence west on West 80th Street to South Springfield Avenue; and thence north on South Springfield Avenue to the place of beginning.

SECTION 2. This ordinance shall take effect ten (10) days after its passage and publication.

REMOVAL OF PAY TELEPHONE FROM PUBLIC WAY AT 2211 EAST 71ST STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Director of Revenue to remove a pay telephone from the public way located at 2211 East 71st Street. This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 10-28-265(f) of the Municipal Code of Chicago, Federal Telephone Company is hereby ordered to remove from the public way the pay telephone located at 2211 East 71st Street. If Federal Telephone Company fails or refuses to remove the telephone within fourteen (14) days after delivery of notice, the Director of Revenue is authorized to remove or cause the removal of this telephone.

SECTION 2. The Director of Revenue shall deliver notice to Federal Telephone Company in accordance with the concession agreement between the City of Chicago and Federal Telephone Company for the placement of pay telephones in the public way.

SECTION 3. This ordinance shall take effect upon its passage.

ESTABLISHMENT OF BUS STAND ON PORTION OF EAST 131ST STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on May 2, 1995) authorizing and directing the Chicago Transit Authority to establish a bus stand on East 131st Street from the east property line of South Ingleside Avenue to a point 150 feet east thereof, from 12:00 Midnight to 5:00 A.M., everyday.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 9-64-140 of the Municipal Code of Chicago, there is hereby established a bus stand between the hours of 12:00 Midnight and 5:00 A.M. upon the following public way in the area indicated:

Public Way	Area
East 131st Street	From the east property line of South Ingleside Avenue, to a point 150 feet east thereof.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 9-64-140 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 9-64-020 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred and no/100 Dollars ($200.00) for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

CHICAGO TRANSIT AUTHORITY URGED TO INSTALL BUS PASSENGER SHELTER ON NORTHWEST CORNER OF WEST PRATT BOULEVARD AND NORTH KEDZIE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 April 15, 1995) memorializing the Chicago Transit Authority to install a bus shelter on the northwest corner of West Pratt Boulevard and North Kedzie 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority for the installation of a bus shelter on the northwest corner of West Pratt Boulevard and North Kedzie Avenue.

ESTABLISHMENT OF TAXICAB STANDS ON PORTIONS OF NORTH RUSH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 April 12, 1995) to establish Taxicab Stand Numbers 722 and 723 on portions of North Rush Street.

These recommendations were 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

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):

Taxicab Stand Number 722.

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

SECTION 1. That the Commissioner of the Department of Transportation establish Taxicab Stand Number 722 located on the east side on North Rush Street, from a point 30 feet south of East Grand Avenue, to a point 40 feet south thereof -- 2 vehicles.

SECTION 2. That this ordinance shall be in force upon its passage and publication.

Taxicab Stand Number 723.

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

SECTION 1. That the Commissioner of the Department of Transportation establish Taxicab Stand Number 723 located on the east side on North Rush Street, from a point 20 feet north of East Grand Avenue, to a point 36 feet north thereof -- 2 vehicles.

SECTION 2. That this ordinance shall be in force upon its passage and publication.

REPEAL OF ORDINANCE WHICH ESTABLISHED TAXICAB STAND NUMBER 573 ON PORTION OF EAST GRAND AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 15, 1995) to repeal an ordinance originally passed by the City Council on September 9, 1987, page 3460 of the Council Journal of Proceedings, establishing Taxicab Stand Number 573 on East Grand Avenue, along the north curb, from a point 85 feet east of the east building line of North Rush Street, to a point 44 feet east thereof -- 2 vehicles.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council on September 9, 1987, page 3460 of the Council Journal of Proceedings, establishing Taxicab Stand Number 573 on East Grand Avenue, along the north curb, from a point 85 feet east of the east building line of North Rush Street, to a point 44 feet east thereof -- 2 vehicles, is hereby repealed.

SECTION 2. This ordinance shall be in full force and effect from and after 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, May 16, 1995.

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 April 15 and May 2, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

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

The Agape Community.

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 The Agape Community, in care of Milton Masse, 341 West 111th Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities adjacent thereto.

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

Boston International.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of the City of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Boston International of 3549 North Clark Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 3549 North Clark Street.

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

Marty's Service Station.

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 Marty's Service Station/Martin Golobic, 335 West 119th Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

Public Building Commission Of Chicago.

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 the Public Building Commission of Chicago of 3641 West Armitage Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for the aforementioned address.

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

Mr. John S. Selimos.

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 John S. Selimos of 5900 South Ashland Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 5900 South Ashland Avenue.

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

Mr. Donald Sharko.

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 Donald Sharko of 6331 West 63rd Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 6331 West 63rd Street.

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SOUTH HALSTED STREET AS "REVEREND CHARLES FLENOY DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 South Halsted Street, from West 108th Street to West 109th Street, as "Reverend Charles Flenoy Drive". This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Halsted Street, between West 108th Street and West 109th Street, as "Reverend Charles Flenoy Drive".

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SOUTH HALSTED STREET AS "EVANGELIST SAMUEL L. JORDAN DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 South Halsted Street, from West 113th Street to West 114th Street, as "Evangelist Samuel L. Jordan Drive". This ordinance was referred to the committee on May 2, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Halsted Street, between West 113th Street and West 114th Street, as "Evangelist Samuel L. Jordan Drive".

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF WEST TOUHY AVENUE AS "JWV/JWVA PLAZA".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Touhy Avenue, from North Rockwell Street (2600 west) to North Washtenaw Avenue (2700 west), as "JWV/JWVA Plaza". This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinances as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of West Touhy Avenue, from North Rockwell Street (2600 west) to North Washtenaw Avenue (2700 west), as "JWV/JWVA Plaza".

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF EAST DELAWARE PLACE AS "JACK KROMELOW WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 East Delaware Place, from North State Street to North Wabash Avenue, as "Jack Kromelow Way". This ordinance was referred to the committee on May 2, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance 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 East Delaware Place, between North State Street and North Wabash Avenue, as "Jack Kromelow Way".

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SOUTH LECLAIRE AVENUE AS "MIKE MONACO WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 South Leclaire Avenue, from West 51st Street to West 52nd Street, as "Mike Monaco Way". This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Journal of Proceedings of said date, authorizing the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Leclaire Avenue, between West 51st Street and West 52nd Street, as "Mike Monaco Way".

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SOUTH OAKLEY BOULEVARD AS "BISHOP DR. CHARLES E. POOLE DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 South Oakley Boulevard, from West Harrison Street to West Madison Street, as "Bishop Dr. Charles E. Poole Drive". This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to an ordinance passed by the City Council of the City of Chicago on December 3, 1984, and appearing on page 11460 of the Journal of Proceedings of the City Council of that date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of South Oakley Boulevard, between West Harrison Street and West Madison Street, as "Bishop Dr. Charles E. Poole Drive".

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SOUTH OAKLEY BOULEVARD AS "BISHOP DR. A.C. RICHARDS DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 South Oakley Boulevard, from West Madison Street to West Washington Boulevard, as "Bishop Dr. A.C. Richards Drive". This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to an ordinance passed by the City Council of the City of Chicago on December 3, 1984, and appearing on page 11460 of the Journal of Proceedings of the City Council of that date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of South Oakley Boulevard, between West Madison Street and West Washington Boulevard, as "Bishop Dr. A.C. Richards Drive".

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF NORTH CAMPBELL AVENUE AS "RICHARD B. VALENTIN WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Irving Park Road to West Byron Street, as "Richard B. Valentin Way". This ordinance was referred to the committee on May 2, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of North Campbell Avenue, between West Irving Park Road and West Byron Street, as "Richard B. Valentin Way".

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

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF NORTH KEELER AVENUE AS "GEORGE B. WATERSTRAAT DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Keeler Avenue, from West Waveland Avenue to West Grace Street, as "George B. Waterstraat Drive". This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of North Keeler Avenue, from West Waveland Avenue to West Grace Street, as "George B. Waterstraat Drive".

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED STANDARDIZATION OF PORTION OF SPECIFIED PUBLIC ALLEY AS "JORDAN ADAM HASSE WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an amendment to an ordinance originally passed by the City Council on November 30, 1994, page 62949 of the Council Journal of Proceedings, which honorarily designated the first east/west alley north of West Delaware Place, from North LaSalle Street to the first north/south alley east thereof, as "Jordan Adam Hasse Way". Said amendment changes "Hasse" to "Haase". This ordinance was referred to the committee on May 2, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on November 30, 1994, and found on Council Journal of Proceedings, page 62949, be and the same is hereby amended by deleting the language in brackets and adding the language in italics below to read as follows:

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 the first east/west alley north of West Delaware Place, between North LaSalle Street and the first north/south alley east thereof, as "Jordan Adam [Hasse] *Haase* Way".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH ELLIS AVENUE AS "ESTHER WHEELER STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 Ellis Avenue, from East 130th Street to East 131st Street, as "Esther Wheeler Street". This order was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to honorarily designate South Ellis Avenue, from East 130th Street to East 131st Street, memorializing the street to "Esther Wheeler Street".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST 32ND STREET AS "FELLOWSHIP WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 32nd Street, from South Halsted Street to South Lituanica Avenue, as "Fellowship Way". This order was referred to the committee on May 2, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designating West 32nd Street, from South Halsted Street to South Lituanica Avenue, as "Fellowship Way".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH CORLISS AVENUE AS "MUKITA W. HOUGH STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Ways 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 Corliss Avenue, from East 104th Street to East 105th Street, as "Mukita W. Hough Street". This order was referred to the committee on May 2, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate South Corliss Avenue, from East 104th Street to East 105 Street, memorializing the street to "Mukita W. Hough Street".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH PAULINA STREET AS "SS. PETER AND PAUL PLACE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Ways 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 the 3700 block of South Paulina Street, as "SS. Peter and Paul Place". This order was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designating the 3700 block of South Paulina Street as "SS. Peter and Paul Place".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH WALLACE STREET AS "MYIA WHITE STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

To the President and Members of the City Council:

Your Committee on Transportation and Public Ways 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 Wallace Street, from East 102nd Street to East 103rd Street, as "Myia White Street". This order was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate South Wallace Street, from East 102nd Street to East 103rd Street, memorializing the street to "Myia White Street".

REPEAL OF ORDER WHICH AUTHORIZED CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF EAST 63RD STREET AS "DR. MARMADUKE CARTER DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 order originally passed by the City Council on November 2, 1994, page 58773 of the Council Journal of Proceedings which honorarily designated East 63rd Street, from South Dr. Martin Luther King, Jr. Drive to South Kimbark Avenue, as "Dr. Marmaduke Carter Drive". This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an order passed by the City Council on November 2, 1994, printed on page 58773 of the Council Journal of Proceedings of said date, establishing an honorary street designation on portion of a designated street, be and the same is hereby amended by striking therefrom the following:

"East 63rd Street	From South Dr. Martin Luther King, Jr. Drive to South Kimbark Avenue, as Dr. Marmaduke Carter Drive".

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

PORTION OF WEST MAPLE STREET RENAMED AS "WEST LA SALLE PLACE" AND AUTHORIZATION FOR INSTALLATION OF APPROPRIATE STREET-NAME SIGNS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 16, 1995.

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 rename West Maple Street, from North LaSalle Boulevard west to the dead end, as "West LaSalle Place". This ordinance was referred to the committee on April 15, 1995.

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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That West Maple Street, between North LaSalle Boulevard west to the dead end is hereby renamed West LaSalle Place.

SECTION 2. That the Commissioner of the Department of Transportation is hereby authorized and directed to post street-name signs on West LaSalle Place.

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

JOINT COMMITTEE.

COMMITTEE ON HOUSING AND REAL ESTATE.

COMMITTEE ON POLICE AND FIRE.

AUTHORIZATION FOR EXECUTION OF LICENSE AGREEMENT WITH FEDERAL BUREAU OF INVESTIGATION FOR USE OF SPACE AT 727 EAST 111TH STREET.

A Joint Committee, composed of the members of the Committee on Housing and Real Estate and the members of the Committee on Police and Fire, submitted the following report:

CHICAGO, May 15, 1995.

To the President and Members of the City Council:

Your Joint Committee on Housing and Real Estate and Police and Fire, to which was referred an ordinance by the Department of Police authorizing the execution of a license agreement between the City of Chicago and the Federal Bureau of Investigation that will allow the FBI to utilize space at 727 East 111th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Committee on Housing and Real Estate,
Chairman.

(Signed) WILLIAM M. BEAVERS,
Committee on Police and Fire,
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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago Department of Police (Licensor) a license agreement with the Federal Bureau of Investigation (Licensee), for the use of roof space of the building located at 727 East 111th Street for the installation and maintenance of a receiver antenna in the VHF frequency, such license to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[License Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective upon its passage.

License Agreement referred to in this ordinance reads as follows:

License Agreement.

This Agreement ("Agreement") is made and entered into this ____ day of _____, 1995, by and between the City of Chicago, a municipal corporation of the State of Illinois ("Licensor"), and the Federal Bureau of Investigation ("Licensee").

In consideration of the mutual covenants hereinafter stated, the parties hereby agree as follows:

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereinafter stated, the roof of the building located at 727 East 111th Street ("Property").

The Property shall be occupied and used by Licensee, at its expense, solely for the installation, operation and maintenance of a receiver antenna in the VHF frequency band ("Equipment") and necessary appurtenances related thereto during the period beginning on the date of acceptance hereof and continuing for a period of no more than five (5) years. Licensor shall have the right to approve the size, height and design of said Equipment, which approval shall not be unreasonably withheld. Licensee shall provide detailed drawings identifying the exact locations which the Equipment will occupy on the Property. Said drawings must be approved by the Commander of the Electronics and Motor Maintenance Division of the Chicago Police Department prior to the installation of the Equipment. Licensee, at its expense, shall obtain all federal, state and local licenses and permits necessary to install, operate and maintain said Equipment and appurtenances.

Licensor hereby grants to the Licensee a license to occupy and use the Property, subject to all of the terms and conditions hereinbefore and hereinafter stated, with the right of ingress to and egress from the Property at all times upon reasonable notice to Licensor for any and all such purposes. Licensor reserves the right to itself use and to grant to tenants of the Property and other users or licensees of the Property, other licenses, easements or rights to use the Property for any purposes whatsoever. The license herein granted shall be nonassignable and is

limited to the uses and purposes hereinabove expressed and for no other purposes whatsoever.

This Agreement shall continue for period of no more than five (5) years at an annual rate of $1.00, and may be terminated at any time without cause by Licensee and Licensor upon written notice by one party to the other. Notwithstanding anything to the contrary contained herein, this Agreement shall be contingent upon Congressional approval of funding needed to cover each fiscal year.

Licensee shall be solely responsible for and maintain the Equipment and shall install, maintain and operate same in a good, safe and legal manner so as to avoid interference with the use or operation of the Property or of any other communication equipment, facilities or appurtenances located in, on, or attached to the Property.

Licensee agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of this license, by occupancy or use hereunder.

Upon termination of this Agreement, Licensee within five (5) days of receipt of written notice, shall quit the Property, and shall remove therefrom the Equipment installed in, on, or attached to the Property, at no cost or expense to Licensor and return the area used to its original condition.

The Licensee agrees to indemnify and save harmless Licensor, its beneficiary and their respective officers, partners, agents and employees from any and all expenses (including reasonable attorney's fees), claims, suits or demands on account or growing out of any injury to or the death of any person or persons whomsoever, or damage to property, resulting in any manner from the exercise of the privileges herein given. The Licensee's liability shall be governed by the Federal Tort Claims Act.

The making, execution and delivery of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter thereof.

This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

In Witness Whereof, This Agreement is signed by and on behalf of the parties hereto the day and year first above written.

Benjamin Reyes
Commissioner,
Department of General Services

Matt L. Rodriguez,
Superintendent of Police

Federal Bureau of Investigation

Title

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 Shaw, Jones, Coleman, Murphy, Rugai, Zalewski, E. Smith, Wojcik, O'Connor, Doherty, Natarus, Bernardini, Levar, M. Smith and Moore. 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Sponsored by the elected City officials 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 MR. JOHN W. MOUTOUSSAMY.

WHEREAS, Architect John W. Moutoussamy died on May 6, 1995, at the age of seventy-three; and

WHEREAS, Mr. Moutoussamy was an award-winning fellow of the American Institute of Architects and a member for nearly twenty years; and

WHEREAS, He was known for his work on several major Chicago buildings, including the Johnson Publications building, Richard J. Daley Junior College, Chicago Urban League and Southwest Transit project designs; and

WHEREAS, He studied architecture under Mies van der Rohe and received his degree at the Illinois Institute of Technology in 1948; and

WHEREAS, His design of Theodore Lawless Gardens, a middle-income housing development at 35th and Rhodes, won him an Honor Award from the American Institute of Architects; and

WHEREAS, A native Chicagoan, Mr. Moutoussamy was a resident of the Chatham community and managing partner of the architectural firm of Dubin, Dubin and Moutoussamy; and

WHEREAS, Mr. Moutoussamy was the father-in-law of the late tennis star Arthur Ashe, and is survived by his wife of fifty-three years, Elizabeth;

a son, Claude; a daughter, Jeanne Ashe; a sister, Bernadette Harris; five grandchildren; and a great-granddaughter; and

WHEREAS, Although he will be greatly missed by his family, friends and colleagues, his spirit lives on in the architectural designs he created, which have given pleasure to so many Chicagoans and enhanced our City both culturally and aesthetically; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this seventeenth day of May, 1995, do hereby honor John W. Moutoussamy for his contributions to our City and offer our condolences to his family and friends; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of John W. Moutoussamy as tokens of our esteem and admiration.

Presented By

ALDERMAN BEAVERS (7th Ward):

DENUNCIATION OF ANTI-POLICE STATEMENTS MADE BY HARVARD LAW PROFESSOR AND ATTORNEY ALAN DERSHOWITZ.

WHEREAS, Many citizens throughout this nation were incensed by specific anti-police comments made by Harvard law professor and attorney, Alan Dershowitz on national television ("The Larry King Show") recently; and

WHEREAS, During this telecast, Professor Dershowitz demeaned and insulted police officers throughout the United States by stating that they are taught to intentionally lie whenever giving testimony in court; and

WHEREAS, This thoughtless and unfounded comment was particularly insensitive to the legions of law enforcement officers who, during May's Police Week, honor the many officers killed in the line of duty; and

WHEREAS, The members of Chicago Lodge Number 7, the Fraternal Order of Police of the State of Illinois have already passed a resolution, dated May 1, 1995, denouncing the statements made by professor/attorney Alan Dershowitz, in his continuous maligning of members of the law enforcement profession; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby join the members of Chicago Lodge Number 7, Fraternal Order of Police, in their denunciation of the statements made by Harvard law professor and attorney Alan Dershowitz on national television, and we reaffirm our unswerving support of law enforcement officers everywhere, who so unselfishly preserve and protect public peace, safety and welfare.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MR. GEORGE F. GILL.

WHEREAS, God in his infinite wisdom has called to his eternal reward George F. Gill, beloved citizen, public servant and friend, April 19, 1995; and

WHEREAS, George F. Gill was born in Alabama, October 5, 1932, and received his Bachelor of Science degree in Elementary Education in 1956. He later received degrees in engineering, and in 1957 began a nine-year association with the City of Chicago Department of Streets and Sanitation. From 1963 to 1971, he worked for the Department of Water and later became an engineer for the Department of Public Works. Since 1979, he was chief operating engineer for the Chicago Public Library's Property Management Division; and

WHEREAS, George F. Gill married the former Ruth E. Booth in 1962, and together they raised a loving and nurturing family. He leaves to mourn his loving wife; two children, George F. II and Phyllis; other relatives and many friends; now, therefore,

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

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. George F. Gill and family.

TRIBUTE TO LATE MRS. NELLYCE PETERS KIRKWOOD.

WHEREAS, God in his infinite wisdom has called to her eternal reward Nellyce Peters Kirkwood, beloved citizen, public servant and friend, April 12, 1995; and

WHEREAS, Born in Louisiana on July 5, 1914, Nellyce Peters came to Chicago at the age of thirteen, graduated from Wendell Phillips High School and, after attending one year at John Marshall Law School, eventually graduated from Loop Junior (Harold Washington) College; and

WHEREAS, Nellyce Peters married Nathan Kirkwood, Sr., a popular bandleader, and their union lasted over forty years; he preceded her in death, as did two of their sons; and

WHEREAS, In addition to raising a large and loving family, Nellyce Peters Kirkwood worked almost thirty years for the Illinois Departments of Labor and Public Aid, and for fifty years she was a vital and active member of Saint Elizabeth Catholic Church. She leaves to mourn four sons, ten grandchildren, three great-grandchildren, four godchildren, other relatives, and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our sorrow on the passing of Nellyce Peters Kirkwood, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Nellyce Peters Kirkwood.

TRIBUTE TO LATE MR. ROBERT C. WHITMORE, JR.

WHEREAS, God in his infinite wisdom has called to his eternal reward Robert C. Whitmore, Jr., beloved citizen and friend; and

WHEREAS, A lifelong Chicagoan, Robert C. Whitmore, Jr., was educated at Parkman Elementary and Tilden Technical High Schools. He later served his country honorably in the United States Marines; and

WHEREAS, The only son of Mr. and Mrs. Robert C. Whitmore, Sr., Robert C. Whitmore, Jr. thrived, with them and his three sisters, in a loving and nurturing atmosphere. The 8th Ward community shares this great loss.

Robert's mother, Mary, has long been active throughout this grateful neighborhood, taking a leadership role in assuring the safety and stability of the area. A strong political influence, Mrs. Whitmore is also a strong supporter of Cook County Board President John H. Stroger, Democratic Committeeman and of Alderman Lorraine L. Dixon; and

WHEREAS, In addition to his parents and sisters, Robert C. Whitmore, Jr. leaves to mourn three children, one grandchild, other relatives, and a host of friends throughout the community; 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 Robert C. Whitmore, Jr., and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Robert C. Whitmore, Jr..

RECOGNITION OF FORTIETH ANNIVERSARY OF VERNON PARK CHURCH OF GOD AND MAY 28, 1995 DECLARED "VERNON PARK CHURCH OF GOD DAY IN CHICAGO".

WHEREAS, On Sunday, May 28, 1995, the leaders, members and many friends of Vernon Park Church of God, 9011 South Stony Island Avenue, are gathering in recognition of the fortieth anniversary of this great religious institution; and

WHEREAS, This is a double anniversary, because the fortieth anniversary of Vernon Park Church of God is also the fortieth anniversary of its dynamic co-pastors, the Reverend Claude S. Wyatt, Jr., and his wife, the Reverend Addie L. Wyatt, under whose ministry the church and congregation have flourished; and

WHEREAS, Vernon Park Church of God has a distinguished history of service to its grateful south side community. Its television ministry reaches out to thousands of viewers, including the sick and shut-ins; and its double anniversary carries the theme: "Moving Toward The Future With Purpose, Faith And Vision"; and

WHEREAS, Ever mindful of the great debt owed our spiritual leaders, the leaders of this great City also recognize that the Reverend Claude S. Wyatt, Jr., and the Reverend Addie L. Wyatt are observing fifty-five years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council in meeting assembled this seventeenth day of May, nineteen hundred ninety-five, do hereby recognize the fortieth anniversary of Vernon Park Church of God, and in that regard do hereby declare that Sunday, May 28, 1995, be known as "Vernon Park Church Of God Day In Chicago"; and

Be It Further Resolved, That we salute the Reverend Claude S. Wyatt, Jr. and the Reverend Addie L. Wyatt on forty years of outstanding leadership and ministry, and on fifty-five years of blissful union; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Reverend Claude S. Wyatt, Jr., the Reverend Addie L. Wyatt, and the congregation of Vernon Park Church of God.

Presented By

ALDERMAN SHAW (9th Ward):

TRIBUTE TO LATE MR. ERNEST BENJAMIN ROBERTS.

WHEREAS, God in his infinite wisdom has called to his eternal reward Ernest Benjamin Roberts, beloved citizen and friend, May 6, 1995; and

WHEREAS, Born on August 3, 1941 in Beaumont, Texas, Ernest Benjamin Roberts was raised and educated there, and on April 6, 1972, married the former Delbra McCain, a union which thrived until his death. He spent most of his professional life with Braniff Airlines, and afterwards as an independent decorator and with the Amalgamated Clothing and Textile Workers Union; and

WHEREAS, Besides his loving wife of twenty-three years, Ernest Benjamin Roberts leaves to mourn three daughters, Wanda, Marvette and Mary, other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby express our sorrow on the passing of Ernest Benjamin Roberts, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Ernest Benjamin Roberts and family.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. JAMES M. DAHL, SR.

WHEREAS, James M. Dahl, Sr. passed away on Friday, April 28, 1995 at the age of fifty-three; and

WHEREAS, James M. Dahl, Sr., devoted father of James M., Jr. (Maureen); and

WHEREAS, James M. Dahl, Sr., loving grandfather of Caitlin and Collin; and

WHEREAS, James M. Dahl, Sr., cherished son of Mae and the late James "Pete" Dahl; and

WHEREAS, James M. Dahl, Sr., dear brother of Mary Ellen, Joan (Daniel) Sheehan, Carolyn (Luke) Heeter, and Peter (Sandra); and

WHEREAS, James M. Dahl, Sr., fond nephew of many; and

WHEREAS, James M. Dahl, Sr., member of Riggers Local No. 136; and

WHEREAS, A cherished friend of many and a good neighbor to all, James M. Dahl, Sr. will be greatly missed by his many family members, friends 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 seventeenth day of May in 1995, do hereby extend to the family of the late James M. Dahl, Sr. 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 the late James M. Dahl, Sr..

TRIBUTE TO LATE MR. THOMAS J. DILLON.

WHEREAS, Thomas J. Dillon passed away on Friday, May 5, 1995, at the age of seventy-five; and

WHEREAS, Thomas J. Dillon, devoted son of the late Thomas and Agnes Dillon; and

WHEREAS, Thomas J. Dillon, loving brother of Art Dillon; and

WHEREAS, Thomas J. Dillon, cherished friend of Patricia K. O'Keefe; and

WHEREAS, Thomas J. Dillon, United States veteran of World War II; and

WHEREAS, A treasured friend of many and a good neighbor to all, Thomas J. Dillon will be greatly missed by his family, friends 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 seventeenth day of May in 1995, do hereby extend to the family of the late Thomas J. Dillon 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 the late Thomas J. Dillon.

TRIBUTE TO LATE MR. JOSEPH S. GIO, SR.

WHEREAS, Joseph S. Gio, Sr. passed away on Friday, April 21, 1995, at the age of eighty-two; and

WHEREAS, Joseph S. Gio, Sr., beloved husband of the late Josephine (nee Imparato); and

WHEREAS, Joseph S. Gio, Sr., loving father of Michael (Jeanette), Anna Marie "Amy" (Frank, C.P.D.) Gurgone, Joseph (Janice) and Charles (Kitty); and

WHEREAS, Joseph S. Gio, Sr., beloved son of the late Michael and Rosalie Giglio; and

WHEREAS, Joseph S. Gio, Sr., fond grandfather of Jacqueline, Michele, Ramona, Deborah, Jo Ann, Joseph, Tiffany, Joseph, Ginamarie, James, Jacqueline and Mark; and

WHEREAS, Joseph S. Gio, Sr., great-grandfather of Ryan Christopher Machay; and

WHEREAS, Joseph S. Gio, Sr., dear brother of Sam and the late Josephine, Anna and Lillie; and

WHEREAS, Joseph S. Gio, Sr., fond uncle of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Joseph S. Gio, Sr. will be greatly missed by his many family members, friends 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 seventeenth day of May in 1995, do hereby extend to the family of the late Joseph S. Gio, Sr. 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 the late Joseph S. Gio, Sr..

TRIBUTE TO LATE MRS. FRANCES MONTESANO.

WHEREAS, Frances Montesano (nee Versetto) passed away on Thursday, May 4, 1995, at the age of sixty-one; and

WHEREAS, Frances Montesano, wife of the late Frank; and

WHEREAS, Frances Montesano, dear mother of Theresa (Frank) Galvin; and

WHEREAS, Frances Montesano, grandmother of Erica; and

WHEREAS, Frances Montesano, loving daughter of the late Dominick and Amelia Versetto; and

WHEREAS, Frances Montesano, fond sister of Ann (the late Robert), Allen, Millie (Sam) Leodoro, Don Versetto and the late Nick (Rita) and Angelo Versetto; and

WHEREAS, Frances Montesano, fond aunt of many nieces and nephews; and

WHEREAS, A cherished friend of many and good neighbor to all, Frances Montesano 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 seventeenth day of May in 1995, do hereby extend to the family of the late Frances Montesano 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 the late Frances Montesano.

TRIBUTE TO LATE MRS. DEBRA PETRIK PREUSSER.

WHEREAS, Debra Petrik Preusser passed away on Monday, April 24, 1995 at the age of forty-one; and

WHEREAS, Debra Preusser, dearly beloved wife of Raymond W. Jr.; and

WHEREAS, Debra Preusser, devoted mother of Raymond W. III, Debra L., Katie and Stanley Preusser; and

WHEREAS, Debra Preusser, loving grandmother of Michael; and

WHEREAS, Debra Preusser, cherished daughter of Dolores and Frank Petrik; and

WHEREAS, Debra Preusser, dear sister of Donald, David, Sandra and the late Frank and Sharon; and

WHEREAS, Debra Preusser, fond sister-in-law of Debbie, Mary, Dolores, James, Joseph and Antoinette; and

WHEREAS, Debra Preusser, dear aunt of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Debra Petrik Preusser will be greatly missed by her many family members, friends, 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 seventeenth day of May in 1995, do hereby extend to the family of the late Debra Petrik Preusser 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 the late Debra Petrik Preusser.

TRIBUTE TO LATE MR. JOSEPH R. VACCARO.

WHEREAS, Joseph R. Vaccaro passed away on Wednesday, May 3, 1995, at the age of eighty-six; and

WHEREAS, Joseph R. Vaccaro, beloved husband of Ruth (nee Patten); and

WHEREAS, Joseph R. Vaccaro, loving father of Joan (Roman) Rome, Mary (John) Gleason and the late Le Roy (Rose) Vaccaro; and

WHEREAS, Joseph R. Vaccaro, fond grandfather of twelve and great grandfather of fourteen; and

WHEREAS, Joseph R. Vaccaro, dear brother of Vincent (the late Jeanette) and the late Ella (the late Carmen) Parello and Alfred (Josephine) Vaccaro; and

WHEREAS, Joseph R. Vaccaro, fond uncle of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Joseph R. Vaccaro will be greatly missed by his many family members, friends 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 seventeenth day of May in 1995, do hereby extend to the family of the late Joseph R. Vaccaro 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 Joseph R. Vaccaro.

CONGRATULATIONS EXTENDED TO MR. AND MRS. GENE DENGLER ON THEIR THIRTY-FIFTH WEDDING ANNIVERSARY.

WHEREAS, Gene and Emily Dengler celebrated their thirty-fifth wedding anniversary on May 7, 1995; and

WHEREAS, Gene and Emily Dengler were married in the Chicago City Hall on May 7, 1960; and

WHEREAS, Their thirty-five years of married life have produced a close and loving family consisting of their daughters, Judy Dingles and Janet Plezbert, and their son, Eugene; and

WHEREAS, Throughout their children's youth, Gene and Emily worked hard to provide them with a loving and supportive environment; and

WHEREAS, Lifelong residents of the 11th Ward's Bridgeport community, Gene and Emily Dengler are devout members of All Saints/St. Anthony Parish; and

WHEREAS, The family of Gene and Emily Dengler has since expanded to include their sons-in-law, Gerald and John; their daughter-in-law, Pauline; and their grandchildren, Alyssa, Dana, Kristin, Michael, Jennifer, Jill and Joyann; and

WHEREAS, Gene Dengler is a loyal member of the 11th Ward Regular Democratic Organization, serving as the captain of the 47th precinct; and

WHEREAS, Gene and Emily Dengler have passed thirty-five years of marriage in loving and consistent devotion to one another, truly exemplifying the spirit of matrimony and serving as a model of inspiration to their children; and

WHEREAS, Gene and Emily Dengler are richly deserving of the fond and warm wishes of all who know them as they mark this marital milestone of their thirty-fifth anniversary; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this seventeenth day of May in 1995, do hereby extend to Gene and Emily Dengler our heartiest congratulations upon the thirty-fifth anniversary of their marriage, and join with their many friends and family members in wishing them many, many more years of happiness together; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Gene and Emily Dengler.

Presented By

ALDERMAN OLIVO (13th Ward):

CONGRATULATIONS EXTENDED TO REVEREND RAYMOND M. BARLOG ON FORTIETH ANNIVERSARY OF HIS ORDINATION.

WHEREAS, Reverend Raymond M. Barlog is celebrating the fortieth anniversary of his ordainment; and

WHEREAS, Reverend Barlog was first ordained on May 3, 1955 at Saint Mary of the Lake Seminary in Mundelein, Illinois; and

WHEREAS, Reverend Barlog performed his first Solemn Mass on May 8, 1955 at the Assumption Blessed Virgin Mary Church in Chicago; and

WHEREAS, Reverend Barlog attended the Assumption Blessed Virgin Mary from 1935 to 1943, the Quigley Preparatory Seminary from 1943 to 1948 and the Saint Mary of the Lake Seminary from 1948 to 1955; and

WHEREAS, Reverend Barlog earned a Bachelor of Arts degree from the Saint Mary of the Lake Seminary in 1951, and a Master of Arts degree from Saint Mary of the Lake Seminary in 1954; and

WHEREAS, Reverend Barlog was an associate at Saint Casimir Church from 1955 to 1960; Saint Bruno Church from 1960 to 1966; Saint Constance Church from 1966 to 1977; Saint Blase Church from 1977 to 1980; and was pastor at Saint Joseph Church in 1980 and at Saint Turibius Church in 1987; and

WHEREAS, Reverend Barlog was a Separation Court Judge in the Metropolitan Tribunal since 1962; an Archdiocesan School Board Member from 1972 to 1978; a District Moderator in the Archdiocesan Council of Catholic Women since 1980 and a Presbyteral Senate Senator from 1978 to 1980; and

WHEREAS, Reverend Barlog has established himself to be a person of the utmost integrity and of the highest standards; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventeenth day of May, 1995, do hereby congratulate Reverend Raymond Barlog on the fortieth anniversary of his ordainment, and do hereby wish Reverend Raymond Barlog much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Reverend Raymond Barlog.

CONGRATULATIONS EXTENDED TO MR. AND MRS. ANTHONY FEDERICI ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Anthony and Ethel Federici will celebrate their golden wedding anniversary on June 23, 1995; and

WHEREAS, The Chicago City Council was informed of this historical and momentous occasion by Alderman Frank Olivo; and

WHEREAS, Anthony and Ethel Federici exchanged their wedding vows on June 23, 1945 at Holy Rosary Church in Chicago; and

WHEREAS, Anthony and Ethel Federici are the loving parents of their children, Barbara, Richard, and Cynthia, and the proud grandparents of Laura, Janet, Lisa, Richard, Keri, Tony, Jennifer and Matthew; and

WHEREAS, Anthony and Ethel Federici 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 seventeenth day of May, 1995, do hereby extend our heartiest congratulations to Anthony and Ethel Federici on the very happy occasion of their fiftieth wedding anniversary, and join with their 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 Anthony and Ethel Federici.

CONGRATULATIONS EXTENDED TO MR. DAVID KUNKA ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, David Kunka of Scout Troop 647 at Saint Nicholas of Tolentine Church will be presented with an Eagle Scout award; and

WHEREAS, A young man of character and intelligence, David demonstrated strong values and leadership skills; and

WHEREAS, By earning the highest award in scouting, David distinguished himself and his parents, Joseph and Terry; and

WHEREAS, David'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 seventeenth day of May, 1995, do hereby congratulate David Kunka and his family and do hereby wish David Kunka much success in the years to come; and

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

CONGRATULATIONS EXTENDED TO MR. GREGORY STRELCZYK ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Gregory Strelczyk of Scout Troop 647 at Saint Nicholas of Tolentine Church will be presented with an Eagle Scout award; and

WHEREAS, A young man of character and intelligence, Gregory demonstrated strong values and leadership skills; and

WHEREAS, By earning the highest award in scouting, Gregory distinguished himself and his parents, Peter and Carol; and

WHEREAS, Gregory'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 seventeenth day of May, 1995, do hereby congratulate Gregory Strelczyk and his family and do hereby wish Gregory Strelczyk much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gregory Strelczyk.

CONGRATULATIONS EXTENDED TO MR. AND MRS. EDMUND WOJCIK ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Edmund and Eleanor Wojcik will celebrate their golden wedding anniversary on June 23, 1995; and

WHEREAS, The Chicago City Council was informed of this historical and momentous occasion by Alderman Frank Olivo; and

WHEREAS, Edmund and Eleanor Wojcik exchanged their wedding vows on June 23, 1945 at Saint Mary Czestochowa Church in Cicero; and

WHEREAS, Edmund and Eleanor Wojcik are the loving parents of their children, Marilyn, Thomas, Michael, and Lawrence, and the proud grandparents of Brian, Melissa, Kevin, Tim, John, Christopher, Steven, Jennifer and Sarah; and

WHEREAS, Edmund and Eleanor Wojcik 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 seventeenth day of May, 1995, do hereby extend our heartiest congratulations to Edmund and Eleanor Wojcik on the very happy occasion of their fiftieth wedding anniversary, and join with their 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 Edmund and Eleanor Wojcik.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. MATHEW BIESZCZAT.

WHEREAS, Almighty God in his infinite wisdom has called Mathew Bieszczat to his eternal reward at the age of ninety-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Bieszczat was a prominent political figure in Chicago for forty-one years, serving as an alderman and Democratic committeeman of the 26th Ward, a Cook County Board member and a secretary of the Democratic Party of Cook County; and

WHEREAS, Mr. Bieszczat was also an official delegate to the elevation of Pope John Paul II; and

WHEREAS, Mr. Bieszczat was chosen alderman in a special election in 1945, at the time he was a city license inspector; and

WHEREAS, In 1953, Mr. Bieszczat was named secretary of the Cook County Democratic Party, the same time that Richard J. Daley was chosen its chairman. Mr. Bieszczat held the position until 1982; and

WHEREAS, Mr. Bieszczat remained alderman until 1960, when he became the bailiff of the Municipal Court; and

WHEREAS, In 1966, Mr. Bieszczat was elected to the Cook County Board and served in that position for twenty years; and

WHEREAS, Throughout his long and distinguished career, Mr. Bieszczat upheld the highest standards, earning the respect and admiration of his colleagues and constituents alike; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Bieszczat 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. Bieszczat was a devoted and loving father to his two daughters, Barbara Troy and Mary Jane Klein, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, Mr. Bieszczat 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 seventeenth day of May, 1995, do hereby commemorate Mathew Bieszczat for his fruitful life 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 Mathew Bieszczat.

TRIBUTE TO LATE MR. WILLIAM P. CLAIR.

WHEREAS, Almighty God in his infinite wisdom has called William P. Clair to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Clair was a retired sergeant in the Chicago Police Department; and

WHEREAS, Throughout his career, Mr. Clair exhibited the utmost bravery and valor, and proved himself to be an asset to the Chicago Police Department; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Clair 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. Clair was a devoted husband to his wife, Geraldine and a loving father to his daughter, Sheila, and to his son, Reverend Jack Clair, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, Mr. Clair 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 seventeenth day of May, 1995, do hereby commemorate William P. Clair for his fruitful life 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 P. Clair.

TRIBUTE TO LATE MR. VERNON HARNISH.

WHEREAS, Almighty God in his infinite wisdom has called Vernon Harnish to his eternal reward at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Harnish served as Algonquin village president and as a village trustee in a public career that spanned twenty-five years; and

WHEREAS, During his public-service career, Mr. Harnish encouraged Algonquin's economic growth, ushering in the arrival of several major retail chains; and

WHEREAS, Mr. Harnish was the owner of a service station, and was sensitive to the needs of small businesses; and

WHEREAS, Mr. Harnish served as village president from 1969 to 1973 and from 1985 to 1989. He was trustee from 1959 to 1965 and from 1975 to 1979; and

WHEREAS, Mr. Harnish was a former president of the Algonquin Business Association and twice served as president of the McHenry County Mayors Association; and

WHEREAS, Mr. Harnish also helped organize Algonquin's Founders Day; and

WHEREAS, Throughout his long and distinguished career, Mr. Harnish upheld the highest standards, earning the respect and admiration of his colleagues and constituents alike; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Harnish 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. Harnish was a devoted husband to his wife, Dorothy, and a loving father to his daughter, Candace Lee Downing, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, Mr. Harnish 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 seventeenth day of May, 1995, do hereby commemorate Vernon Harnish for his fruitful life 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 Vernon Harnish.

TRIBUTE TO LATE MRS. EVELYN LINCOLN.

WHEREAS, Almighty God in his infinite wisdom has called Evelyn Lincoln to her eternal reward at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Lincoln was the personal secretary to President John F. Kennedy from January, 1953, when he started his first term in the Senate, until November 22, 1963, when he was assassinated in a motorcade in Dallas; and

WHEREAS, Mrs. Lincoln's father was John N. Norton, a member of the House of Representatives; and

WHEREAS, After President Kennedy's death, she worked on his personal papers, many of which are in the National Archives in Washington; and

WHEREAS, Mrs. Lincoln was also the author of two books, *My 12 Years With John F. Kennedy* and *Kennedy And Johnson*; and

WHEREAS, Throughout her distinguished career, Mrs. Lincoln upheld the highest standards and possessed the utmost loyalty; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Lincoln 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. Lincoln was a loving and devoted wife to her husband of sixty-four years, Harold W. Lincoln; and

WHEREAS, Mrs. Lincoln 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 seventeenth day of May, 1995, do hereby commemorate Evelyn Lincoln 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 Evelyn Lincoln.

TRIBUTE TO LATE MR. JOHN PAUL MANTHEY.

WHEREAS, Almighty God in his infinite wisdom has called John Paul Manthey to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Manthey was a Cook County deputy sheriff; and

WHEREAS, Throughout his long and distinguished career, Mr. Manthey upheld the highest standards and possessed the utmost integrity; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Manthey 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. Manthey was the loving son of John and Germaine Manthey; the dear brother of Mary Walsh, Jacqueline and Holly Manthey; the fond grandson of Mary K. Doerr, the late Richard Bombenger and Virginia, and the late Paul Manthey; and

WHEREAS, Mr. Manthey 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 seventeenth day of May, 1995, do hereby commemorate John Paul Manthey for his fruitful life 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 John Paul Manthey.

TRIBUTE TO LATE MR. JOHN W. MOUTOUSSAMY.

WHEREAS, Almighty God in his infinite wisdom has called John W. Moutoussamy to his eternal reward at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Moutoussamy was a Chicago architect who worked on such projects as the Richard J. Daley City College, the Johnson Publishing Company building and the Chicago Urban League building; and

WHEREAS, Mr. Moutoussamy was the father-in-law of the late tennis star Arthur Ashe; and

WHEREAS, Mr. Moutoussamy was an award-winning fellow of the American Institute of Architects, of which he was a member for nearly twenty years; and

WHEREAS, Mr. Moutoussamy studied under Mies van der Rohe and earned his degree in architecture from the Illinois Institute of Technology; and

WHEREAS, Mr. Moutoussamy was a managing partner of the architectural firm of Dubin, Dubin and Moutoussamy; and

WHEREAS, Mr. Moutoussamy was a member of the Art Institute Board of Trustees and a member of the Wayfarers' Club; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Moutoussamy 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. Moutoussamy was a devoted husband to his wife, Elizabeth, and a loving father to his daughter, Jeanne Moutoussamy-Ashe, and to his son, Claude, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, Mr. Moutoussamy 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 seventeenth day of May, 1995, do hereby commemorate John W. Moutoussamy for his fruitful life 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 John W. Moutoussamy.

TRIBUTE TO LATE MR. ROBERT P. REGAN.

WHEREAS, Almighty God in his infinite wisdom has called Robert P. Regan 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, Mr. Regan was a former state representative from the southern suburbs, was also an activist with the Illinois Campaign to Protect Our Children and a member of the Task Force to Investigate Cult Crimes Against Children; and

WHEREAS, Mr. Regan was a longtime insurance broker and had served since 1993 as a supervisor in the State of Illinois Department of Insurance; and

WHEREAS, Mr. Regan was also a past vice chairman of the Will County Board; and

WHEREAS, As a Republican, Mr. Regan represented the 80th District from 1985 to 1993, and was co-chairman of the Citizens Council on Children, served as a member of the House and Senate Joint Committee on Ritualistic Abuse of Children, the Governor's Drug-Free Illinois Oversight Task Force, the Comprehensive Health Insurance Plan Board and the Illinois Campaign to Protect Our Children; and

WHEREAS, Throughout his long and distinguished career, Mr. Regan upheld the highest standards, earning the respect and admiration of his colleagues and constituents alike; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Regan 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. Regan was a devoted husband to his wife, Carol, and a loving father to his four daughters, Barbara, Elizabeth Teson, Renee Foss and Kelly Rollins, and to his three stepsons, Ronald Lewis, Randall Lewis and Richard Lewis, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, Mr. Regan 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 seventeenth day of May, 1995, do hereby

commemorate Robert P. Regan for his fruitful life 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 P. Regan.

TRIBUTE TO LATE MRS. ELISA A. RYAN.

WHEREAS, Almighty God in his infinite wisdom has called Elisa A. Ryan to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Ryan was the beloved wife of the late Edward L. Ryan, and the loving mother of Illinois Attorney General James Ryan, Marie Koch and Peggy Noldan; and

WHEREAS, Mrs. Ryan was the dear grandmother of John, Jimmy, Mathew, Amy, Patrick and Annie Ryan, Terry and Tom Koch, John, Katie, Jenny and Maggie Noldan; and

WHEREAS, Mrs. Ryan was the proud great-grandmother of Caitlyn Ryan; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Ryan 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. Ryan 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 seventeenth day of May, 1995, do hereby commemorate Elisa A. Ryan 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 Elisa A. Ryan.

CONGRATULATIONS EXTENDED TO MR. GERY J. CHICO ON HIS DISTINGUISHED TENURE AS MAYOR'S CHIEF OF STAFF.

WHEREAS, Gery J. Chico, Mayor Richard M. Daley's Chief of Staff, has announced his intention to resign from his post in order to pursue a career in the private sector; and

WHEREAS, Mr. Chico first joined the Mayor's office in December of 1991 as the Mayor's deputy chief of staff; and

WHEREAS, Mr. Chico was named the Mayor's chief of staff in September of 1992; and

WHEREAS, Mr. Chico tirelessly devoted his efforts to such accomplishments as the direct management of the Family Entertainment Project, the Two Billion Dollar mixed-use theme park and casino proposal for downtown Chicago, as well as the coordination of the activities of all city departments and agencies, issues of city development and many other management endeavors that effected all Chicagoans; and

WHEREAS, Mr. Chico served as general counsel to the Chicago Development Council, from 1990 -- 1991, where he advised the Executive Committee, represented the Council and oversaw day-to-day operations of the organization; and

WHEREAS, Mr. Chico was an associate attorney with the firm of Sidley & Austin, where he practiced in the firm's government regulation, land use and legislative departments; and

WHEREAS, Mr. Chico was a research manager and attorney with the Chicago City Council's Committee on Finance, from 1980 to 1987; and

WHEREAS, From 1977 to 1980, Mr. Chico was a senior research assistant with the City of Chicago Department of Planning; and

WHEREAS, Mr. Chico is a current member of the Young Men's Christian Association of Metropolitan Chicago's board of managers, The Economic Club of Chicago, Lambda Alpha International, and serves as vice chairman of the Central Area Circulator Project, vice chairman of the Mexican-American Lawyers Scholarship Fund, and as president of the Mexican-American Chamber of Commerce of Illinois; and

WHEREAS, Mr. Chico was awarded the Whitney M. Young, Jr. Service Award in 1995, by the Chicago Area Council, Boy Scouts of America, the 1994 Villa Guadalupe Endowment Appeal Award from the Claretian Associates Neighborhood Development Office, the 1994 Government

Advocate Award from the Midwest Women's Center, the 1993 Saint Robert Bellarmine Award from the Loyola Law Alumni Association, the 1993 Government Leadership Award from the Hispanic American Construction and Industrial Association, the 1993 Aztec Award for Leadership from the Mexican-American Lawyer's Association, the Mexican-American Lawyer's Association's 1992 Lawyer of the Year and was the 1984 recipient of the American Bar Association's Top Student Award in Local Government Law; and

WHEREAS, Mr. Chico proved to be a valuable asset to the Office of the Mayor; and

WHEREAS, His professionalism, poise, energy, dedication and loyalty were admired by all; and

WHEREAS, Mr. Chico has established himself to be a person of the utmost integrity and of the highest legal standards; and

WHEREAS, Through his diligence, loyalty and dedication, Mr. Chico remains an attorney worthy of imitation and emulation; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventeenth day of May, 1995, do hereby congratulate Gery J. Chico on a distinguished tenure as the Mayor's Chief of Staff, and do hereby wish Gery J. Chico much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gery J. Chico.

CONGRATULATIONS EXTENDED TO THE MOST REVEREND EDWIN CONWAY ON HIS ORDINATION AS BISHOP.

WHEREAS, On March 20, Bishop Edwin Conway was ordained bishop by Joseph Cardinal Bernardin at the Holy Name Cathedral; and

WHEREAS, Bishop Conway, who graduated from Quigley Preparatory Seminary in 1953, is the director of the archdiocesan Department of Human Services; and

WHEREAS, Bishop Conway is also the administrator of Catholic Charities; and

WHEREAS, Bishop Conway will now serve in Vicariate II on the north side of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, in meeting assembled this seventeenth day of May, 1995, do hereby congratulate Bishop Edwin Conway on his being ordained bishop, and do hereby wish Bishop Edwin Conway much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bishop Edwin Conway.

CONGRATULATIONS EXTENDED TO THE MOST REVEREND GERALD KICANAS ON HIS ORDINATION AS BISHOP.

WHEREAS, On March 20, Bishop Gerald Kicanas was ordained bishop by Joseph Cardinal Bernardin at the Holy Name Cathedral; and

WHEREAS, Bishop Kicanas was a former rector of Mundelein Seminary who graduated from Quigley Preparatory Seminary in 1960, and retained strong ties to the school; and

WHEREAS, Bishop Kicanas started teaching at Quigley South in 1969 and succeeded Bishop James Kelleher as rector at Quigley South in 1978 when Bishop Kelleher took over at Mundelein; and

WHEREAS, Bishop Kicanas again succeeded Bishop Kelleher as rector, when Bishop Kelleher was ordained a bishop and sent to Belleville, Illinois; and

WHEREAS, Bishop Kicanas will now serve in Vicariate I in Lake County and northern Cook County; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, in meeting assembled this seventeenth day of May 1995, do hereby congratulate Bishop Gerald Kicanas on his being ordained bishop, and do hereby wish Bishop Gerald Kicanas much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bishop Gerald Kicanas.

CONGRATULATIONS EXTENDED TO THE MOST REVEREND GEORGE MURRY ON HIS ORDINATION AS BISHOP.

WHEREAS, On March 20, Bishop George Murry was ordained bishop by Joseph Cardinal Bernardin at the Holy Name Cathedral; and

WHEREAS, Bishop Murry is the associate provost of the University of Detroit -- Mercy; and

WHEREAS, Bishop Murry was ordained in 1960 and earned a Master's Degree in Social Work; and

WHEREAS, Bishop Murry will now serve in Vicariate VI on the south side of Chicago and the south suburbs; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, in meeting assembled this seventeenth day of May, 1995, do hereby congratulate Bishop George Murry on his being ordained bishop, and do hereby wish Bishop George Murry much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bishop George Murry.

Presented By

ALDERMAN BURKE (14th Ward) And ALDERMAN STONE (50th Ward):

TRIBUTE TO LATE JUDGE KATHERINE NOHELTY.

WHEREAS, Almighty God in his infinite wisdom has called Katherine Nohelty to her eternal reward at the age of ninety-three; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke and Alderman Bernard L. Stone; and

WHEREAS, Judge Nohelty was a retired municipal court judge and in 1956 became the first woman ever elected to that position in the City's history; and

WHEREAS, Prior to that, Judge Nohelty had been the first woman referee in traffic court; and

WHEREAS, Judge Nohelty came to Chicago in 1921 and got a job as a legal stenographer. She started taking night classes in 1929 at Loyola University School of Law and graduated in 1937. She subsequently served as a public defender in women's and narcotics courts; and

WHEREAS, In 1953, Judge Nohelty became a referee in traffic court, and in 1956, she was slated by the Democratic Party for a judgeship in the Municipal Court of Chicago and became the first woman candidate endorsed by either party; and

WHEREAS, In 1945 and 1946, Judge Nohelty was president of the Women's Bar Association of Illinois; and

WHEREAS, Throughout her long and distinguished career, Judge Nohelty upheld the highest standards and possessed the utmost integrity; and

WHEREAS, Judge Nohelty will be remembered as a pioneer in the women's movement and an inspiration to all; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Judge Nohelty 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, Judge Nohelty 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 seventeenth day of May, 1995, do hereby commemorate Judge Katherine Nohelty 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 Judge Katherine Nohelty.

Presented By

ALDERMAN JONES (15th Ward):

TRIBUTE TO LATE MS. THELMA LOUISE JACKSON-BROOKS.

WHEREAS, God in his infinite wisdom has called to her eternal reward Thelma Louise Jackson-Brooks, beloved citizen and friend on March 29, 1995; and

WHEREAS, Born in Chicago on May 21, 1943, Thelma Louise Jackson-Brooks attended public schools here and ultimately received a degree in nursing, in which capacity she served until her health began to fail; and

WHEREAS, Thelma Louise Jackson-Brooks leaves to mourn her loving mother, Catherine Porter; three children, Belinda Jackson, Wardell Jackson, Jr., and Alicia Jackson; eleven sisters; six brothers; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby express our sorrow on the passing of Thelma Louise Jackson-Brooks, and extend to her family our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Thelma Louise Jackson-Brooks.

Presented By

ALDERMAN COLEMAN (16th Ward):

CONGRATULATIONS EXTENDED TO REVEREND H. L. MESSENGER OF HOLY ROCK MISSIONARY BAPTIST CHURCH FOR CONTRIBUTIONS TO ENGLEWOOD COMMUNITY.

WHEREAS, Reverend H. L. Messenger, Pastor of the Holy Rock Missionary Baptist Church, 5843 South Morgan Street in Chicago's 16th Ward, exemplifies integrity, stamina, and great faith. Thus it is united that the Pastor's family members, friends, relatives and the entire church family believe that he has been and still remains an essential contributor and asset

to the Englewood Community and surrounding areas. He is performing great work in a "Community in Crisis"; and

WHEREAS, For the last several years, he has pastored the Holy Rock Missionary Baptist Church, located in the very core of the Englewood community; and

WHEREAS, He is the founder and director of the Helping Arms Outreach Ministries, Inc., a comprehensive community center that is reaching out to homeless and battered women and children; and

WHEREAS, He conducts a continuous clothing and food pantry for emergency services; and

WHEREAS, He supervises and orchestrates the Christian Counselor Ministry in a monthly neighborhood walk; and

WHEREAS, He sponsored an annual Thanksgiving Day sit-down dinner; and

WHEREAS, He has aided the 59th Street Block Club for the last five years by allowing their monthly meeting to be held at the church; and

WHEREAS, He sat on the board of the Englewood Social Service Organization and made the church available for an after school program for approximately one and one-half years; and

WHEREAS, Reverend Messenger is actively involved with the community work program through the Cook County Court System for Juvenile Offenders; and

WHEREAS, Pastor Messenger has a deep love for his congregation, a new yearning to build up the body of Christ, and a sincere desire to reach out to Englewood and the surrounding community. He has taught the unreachable, encouraged the down-hearted, provided hope for the seemingly hopeless, extended himself to the distressed, and made himself available to the Body of Christ on a continuous basis; and

WHEREAS, Reverend Messenger is currently in the process of establishing a scholarship fund in the pursuance of the field of Gospel Music for the perfecting of the saints, for the work of the ministry; and for the edifying of the Body of Christ. Pastor Messenger is a man who is laboring in the word, sacrificing his livelihood, and is doing great work not only for the Englewood Community, but for the City as a whole. He is a man whose joy lies in seeing others prosper, achieve goals and glorify our Father in heaven. Also, he is a man with a God-inspired vision, spiritual insight and tremendous wisdom for a world in need; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby express our gratitude to Pastor H. L. Messenger and the congregation of Holy Rock Missionary Baptist Church for their outstanding community accomplishments and endeavors and extend to them all our best wishes for past achievements and for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Pastor H. L. Messenger and the congregation of Holy Rock Missionary Baptist Church.

Presented By

ALDERMAN MURPHY (18th Ward):

CONGRATULATIONS EXTENDED TO MR. GERRY ADAMS ON HIS EFFORTS TO INITIATE PEACEFUL POLITICAL SOLUTION IN IRELAND AND WELCOME EXTENDED ON HIS VISIT TO CHICAGO.

WHEREAS, The Chicago City Council has always taken positions consistent with recognizing the human rights of man; and

WHEREAS, We recognize that all people must share the basic human rights of life, liberty and pursuit of happiness; and

WHEREAS, We acknowledge that the thirty-two counties of Ireland are one, culturally, geographically and historically; and

WHEREAS, We acknowledge and support the Irish people in their centuries-old struggle for self-determination and reunification; and

WHEREAS, Gerry Adams, from the Falls Road area of West Belfast and twice elected member of the British Parliament on a non-participation ticket, has gone on to become president of Sinn Fein and in said capacity has been successful in initiating the Irish peace initiative by calling for a complete cessation of all military operations; and

WHEREAS, Gerry Adams is here today making his first visit to the great City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend to Gerry Adams our heartiest welcome to our fine City and congratulate him and Sinn Fein on their peace initiative, and we encourage him and all participants in the peace process to work diligently and peacefully to find a political solution that recognizes the rights of all Irish people to self-determination; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Gerry Adams.

CONGRATULATIONS EXTENDED TO OFFICER JACK E. JOHNSON ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Chicago Police Officer Jack E. Johnson retired on May 16, 1995, after having served the people of the City of Chicago with diligence and dedication for some thirty-three years; and

WHEREAS, After serving his country honorably in the United States Army, Jack E. Johnson joined the Chicago Police Department on August 6, 1962, and during his long career he has received many honors and awards, among them the South Chicago Chamber of Commerce "Man of the Year" Award, the Illinois Crime Commission Award, two department commendations, forty-four honorable mentions and one hundred ten letters of commendation. He is truly one of "Chicago's Finest"; and

WHEREAS, Symbolizing the strength and solidity of family life, Officer Jack E. Johnson retires to spend quality time with his lovely wife of twenty-six years, JoAnne, his four children and two step-children; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and our congratulations to Chicago Police Officer Jack E. Johnson on the occasion of his retirement from an outstanding career of public service, and we express 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 Mr. Jack E. Johnson.

CONGRATULATIONS EXTENDED TO DR. ANGELO C. LARCHER ON BEING NAMED 1994 CHIROPRACTIC PHYSICIAN OF THE YEAR BY ILLINOIS CHIROPRACTIC SOCIETY.

WHEREAS, Dr. Angelo C. Larcher, D.C., F.A.C.O., has been named Chiropractic Physician of the Year 1994 by the Illinois Chiropractic Society; and

WHEREAS, Dr. Angelo C. Larcher, a cum laude graduate of the National College of Chiropractic Medicine (1949) has been in practice for over thirty-five years, and furthermore is a well-known inventor, having been listed in the 1992 -- 1993 Edition of *Who's Who Of American Inventors;* and

WHEREAS, A member of numerous civic and professional organizations, Dr. Angelo C. Larcher also represents the strength and solidity of family life. He and his lovely wife, Edith, are the proud parents of six children: two boys and four girls; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby express our gratitude to Dr. Angelo C. Larcher, the Illinois Chiropractic Society's 1994 Chiropractic Physician of the Year, for his expertise as an inventor and for his inestimable contributions to the health care of the people of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Angelo C. Larcher.

CONGRATULATIONS EXTENDED TO REVEREND LAWRENCE MALCOLM ON TWENTY-FIFTH ANNIVERSARY OF HIS ORDINATION.

WHEREAS, The Reverend Lawrence Malcolm, Pastor of Saint Daniel the Prophet Roman Catholic Church, is currently celebrating the twenty-fifth anniversary of his ordination; and

WHEREAS, A lifelong Chicagoan, Father Lawrence Malcolm has been associated with Saint Bonaventure's, Saint Teresa's and Saint Bede's churches before coming to head Saint Daniel's; and

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

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our heartiest congratulations to the Reverend Lawrence Malcolm, Pastor of Saint Daniel the Prophet Roman Catholic Church, on the twenty-fifth anniversary of his ordination, and 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 Father Lawrence Malcolm.

Presented By

ALDERMAN RUGAI (19th Ward):

CONGRATULATIONS EXTENDED TO MRS. MARILYN A. DAVIDSON ON BEING NAMED MOUNT GREENWOOD CIVIC ASSOCIATION "WOMAN OF THE YEAR".

WHEREAS, Marilyn A. Davidson has been named Woman of the Year by a unanimous vote of the members of the Mount Greenwood Civic Association; and

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

WHEREAS, Mrs. Davidson is the loving wife of Herbert, proud mother of Kermit, Robert and Jean, and grandmother of Melissa and Ashley Lauren; and

WHEREAS, Mrs. Davidson, a resident of Mount Greenwood for forty-seven years, is a founding member of the Mount Greenwood Civic Association and remains active in the 22nd Police District C.A.P.S. and Court Advocacy programs; and

WHEREAS, Mrs. Davidson, a chairman for the Saint Christina Church Seniors is also chairman of the REACH program, a support group for families of the mentally ill; and

WHEREAS, Mrs. Davidson has been a certified nursing assistant and is skilled in the thereapeutic massage, reflexology, hypnosis and handwriting analysis; and

WHEREAS, Mrs. Davidson's commitment to her community has enabled her to enrich, the lives of each Mount Greenwood resident in countless ways; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this seventeenth day of May, 1995, do hereby pay tribute to Marilyn A. Davidson for her contributions to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Mount Greenwood Civic Association "Woman of the Year", Marilyn A. Davidson.

CONGRATULATIONS EXTENDED TO MR. JAMES W. MC KEEVER ON BEING NAMED MOUNT GREENWOOD CIVIC ASSOCIATION "MAN OF THE YEAR".

WHEREAS, James W. McKeever has been named Man of the Year by a unanimous vote of the members of the Mount Greenwood Civic Association; and

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

WHEREAS, Mr. McKeever and his loving wife of thirty-four years, Kay, are the proud parents of five children and grandparents of five grandchildren; and

WHEREAS, Mr. McKeever received his education in the City of Chicago at Saint Sabina Grammar School, Leo High School, where he has served on the board of directors and is a member of its Alumni Hall of Fame and DePaul University; and

WHEREAS, Mr. McKeever, a United States Army veteran, has served as president of the Chicago Junior Chamber of Commerce, the Chicago Retail Executive Association and was honored as Man of the Year by the Oak Lawn Chamber of Commerce in 1967; and

WHEREAS, Mr. McKeever has served as vice-president to several prominent corporations, including: Goldblatt Bros., Baskin Clothiers, Chas A. Stevens & Co. and Service Corporation; and

WHEREAS, Mr. McKeever's hard work and dedication have earned him the respect and admiration of his family, community and business colleagues; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this seventeenth day of May, 1995, pay tribute to James W. McKeever for his many contributions to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Mount Greenwood Civic Association "Man of the Year", James W. McKeever.

CONGRATULATIONS EXTENDED TO SERGEANT RICHARD L. NORRIS ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Sergeant Richard L. Norris, Star Number 1891, has announced his retirement from the Chicago Police Department after thirty years of dedicated service; and

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

WHEREAS, Sergeant Norris began his career with the Chicago Police Department in January of 1966 as a patrolman in the 22nd District and through his hard work and commitment he was rewarded in May of 1984 when he attained the rank of sergeant; and

WHEREAS, Sergeant Norris received his primary and formal education in the City of Chicago as a graduate of Saint Felicitas Grammar School, Leo High School in 1960 and Loyola University in 1972; and

WHEREAS, Sergeant Norris plays an integral part in the organization of the Southside Irish Parade which entertains more than a quarter of a million spectators a year; and

WHEREAS, Sergeant Norris, throughout his career, has upheld the finest traditions of the Chicago Police Department and will always be respected for his character, intelligence and courage; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this seventeenth day of May, 1995, do hereby pay tribute to Sergeant Richard L. Norris for thirty years of service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sergeant Richard L. Norris.

CONGRATULATIONS EXTENDED TO BROTHER MICHAEL SEGVICH ON BEING HONORED FOR HIS CONTRIBUTIONS AND LEADERSHIP AT BROTHER RICE HIGH SCHOOL.

WHEREAS, Brother Michael Segvich is being honored on June 2, 1995 at Beverly Country Club by the Board of Directors of Brother Rice High School in recognition of his outstanding contributions to its students and faculty; and

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

WHEREAS, Brother Segvich was born in Oak Lawn, Illinois, attended Saint Laurence High School, and received a bachelors degree from Lewis University, and a masters degree from the University of Notre Dame; and

WHEREAS, Brother Segvich assumed the principalship of Brother Rice in September of 1989. During his six-year term he has been responsible for many achievements including strengthening the leadership in the area of student and faculty relations; increased emphasis on moral values, as he supported the student retreat program, which strives to make Brother Rice High School a truly Catholic Christian school; under his guidance the enrollment has seen an increase; the school has maintained its premier position in the community; the alumni activities have prospered; and the academic base was broadened; and

WHEREAS, Brother Segvich's hard work, commitment and dedication have earned him the respect and admiration of the students, faculty and parents of Brother Rice High School; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this seventeenth day of May, 1995, do hereby congratulate and pay tribute to Brother Michael Segvich for his contributions to Brother Rice High School; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Brother Michael Segvich.

Presented By

ALDERMAN MUNOZ (22nd Ward) And OTHERS:

RECOGNITION OF FIFTEEN PUBLIC HIGH SCHOOLS FOR THEIR COMMITMENT TO CIVIC EDUCATION THROUGH PARTICIPATION IN PROJECT S.E.D. (STUDENTS FOR AN EDUCATED DEMOCRACY).

A resolution, presented by Aldermen Munoz, Granato, Frias, Burke, Coleman, Zalewski, Medrano, Ocasio, Suarez, Laurino, Bernardini, Schulter and M. Smith, reading as follows:

WHEREAS, Young people are the future participants in and recipients of our democracy; and

WHEREAS, Civic participation is central to the vitality of a democracy; and

WHEREAS, Civic education is a critical tenet of our school curriculum to prepare youth to be informed participants in the affairs of our government; and

WHEREAS, Project S.E.D. is a complete supplementary voter education program, sponsored by the Midwest Northeast Voter Registration Education Project, available to high schools to enhance students' civic education through first-hand participation; and

WHEREAS, Fifteen Chicago Public High Schools have included Project S.E.D. in their school curricula and have conducted Mock 1995 Chicago Municipal Election exercises through Project S.E.D. to help more than 20,000 students to be educated voters and prepared leaders in our democracy; now, therefore,

Be It Resolved, That on this seventeenth day of May, 1995, the Chicago City Council and Mayor Richard M. Daley join in recognizing the fifteen Chicago Public High Schools that are leading a citywide initative to raise youth civic awareness and involvement and that have shown their commitment to providing civic education to their students through their participation in Project S.E.D.:

Roald Amundsen High School

Roberto Clemente Community Academy

Marie Sklodowska Curie Metro High School

David G. Farragut Career Academy

Gage Park High School

Benito Juarez High School

Thomas Kelly High School

Kelvyn Park High School

John F. Kennedy High School

Lake View High School

Albert G. Lane Technical High School

Lincoln Park High School

Theodore Roosevelt High School

Senn Metro Academy of Liberal Arts and Technology

William H. Wells Community Academy; and

Be It Further Resolved, That the Chicago City Clerk provide suitable copies of this resolution to Project S.E.D. and all fifteen Chicago Public Schools herein named.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

CONGRATULATIONS EXTENDED TO MR. JASON MICHAEL BAUMANN ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Jason Michael Baumann, outstanding young citizen of Chicago's great southwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Saint Symphorosa Boy Scout Troop 1439, Jason Michael Baumann has applied his energies and talents to upholding the great traditions of scouting; and

WHEREAS, Jason Michael Baumann represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby offer our heartiest congratulations to Jason Michael Baumann on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Jason Michael Baumann.

CONGRATULATIONS EXTENDED TO MS. CARMEN R. CARRANZA ON HER INDUCTION INTO 1995 CHICAGO SENIOR CITIZENS HALL OF FAME.

WHEREAS, Carmen R. Carranza, outstanding resident of Chicago's great 23rd Ward, is being inducted into the 1995 Chicago Senior Citizens Hall of Fame; and

WHEREAS, Born in Tampico, Mexico, Carmen R. Carranza, now sixty-five years of age, began an outstanding nursing career in the 1960s as a registered nurse at the Chicago Maternity Center. As a member of a pilot midwife program, she helped deliver hundreds of children in Chicago. Now

retired, and despite the loss of her sight, Carmen R. Carranza helps to train and prepare foreign candidates for the nursing profession; she is an inspiration to them; and

WHEREAS, The leaders of this great City are indeed proud of our seniors who contribute so generously to our quality of life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby congratulate Carmen R. Carranza on having been inducted into the 1995 Chicago Senior Citizens Hall of Fame, and extend to this fine citizen 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 Carmen R. Carranza.

CONGRATULATIONS EXTENDED TO MR. BRIAN J. DUFFY ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Brian J. Duffy, outstanding young citizen of Chicago's great southwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Saint Symphorosa Boy Scout Troop 1439, Brian J. Duffy has applied his energies and talents to upholding the great traditions of scouting; and

WHEREAS, Brian J. Duffy represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby offer our heartiest congratulations to Brian J. Duffy on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Brian J. Duffy.

CONGRATULATIONS EXTENDED TO MR. WALTER F. DYBALA ON HIS INDUCTION INTO 1995 CHICAGO SENIOR CITIZENS HALL OF FAME.

WHEREAS, Walter F. Dybala, outstanding resident of Chicago's great 23rd Ward, is being inducted into the 1995 Chicago Senior Citizens Hall of Fame; and

WHEREAS, Born in Chicago eighty-four years ago, Walter F. Dybala is a retired salesman who is an active and vital member of Saint Daniel the Prophet Church as well as the Southwest Senior Center's Auxiliary Council, where he deals with many senior issues, including health care and financial members. As a member of the Marquette Midwest Garden Society, he has won numerous "Garden of the Year" awards; and

WHEREAS, The leaders of this great city are indeed proud of our seniors who contribute so generously to our quality of life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby congratulate Walter F. Dybala on having been inducted into the 1995 Chicago Senior Citizens Hall of Fame, and extend to this fine citizen 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 Walter F. Dybala.

CONGRATULATIONS EXTENDED TO MS. JEANETTE S. GREENE ON HER INDUCTION INTO 1995 CHICAGO SENIOR CITIZENS HALL OF FAME.

WHEREAS, Jeanette S. Greene, outstanding resident of Chicago's great 23rd Ward, is being inducted into the 1995 Chicago Senior Citizens Hall of Fame; and

WHEREAS, Born in Chicago eighty years ago, Jeanette S. Greene is an active community volunteer affectionately known as "the Sunshine Lady". She has worked with parents of students with special needs, helped raise funds for the American Heart Association and the National Cancer Society. She has received acknowledgements of appreciation from Catholic Charities and the Chicago Police Department's 8th District Senior Advisory Council. She continues to give of her time and energies to helping the sick and the

elderly, and remains a vital member of Saint Daniel the Prophet Senior Citizen Club; and

WHEREAS, The leaders of this great city are indeed proud of our seniors who contribute so generously to our quality of life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby congratulate Jeanette S. Greene on having been inducted into the 1995 Chicago Senior Citizens Hall of Fame, and extend to this fine citizen 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 Jeanette S. Greene.

Presented By

ALDERMAN E. SMITH (28th Ward):

FIRST SUNDAY IN MAY DECLARED "RACHEL'S DAY" IN REMEMBRANCE OF URBAN YOUTH VICTIMIZED BY VIOLENCE.

WHEREAS, Young people residing mostly in poor neighborhoods must confront and are often victimized by waves of violent crimes; and

WHEREAS, Newborn drug addicted babies must not only compete for survival against increased risks of sudden infant death syndrome, but must also compete against cocaine in a losing battle for their mother's love; and

WHEREAS, Expectant drug addicted teenage mothers are compelled to expose their bodies and fetuses to sexually transmitted diseases, namely AIDS and hepatitis; and

WHEREAS, Infants born of adolescent drug users themselves may inherit not only sexually transmitted diseases, but also addictions that cause learning disabilities and anti-social behavior; and

WHEREAS, Anti-social behavior may culminate in deviate or criminal conduct, lifelong membership and participation in gang activity; and

WHEREAS, Participation in gang activity is often manifested in misguided love and loyalty as well as alliance with symbols and emblems

reflecting satanic messages; drive-by senseless shootings; internal conflicts leading to the execution of one's own gang member; and

WHEREAS, Families are often confined to neighborhoods of a one- or two-block radius, as their children are unable to walk to nearby parks and recreational places for fear of travel through hostile areas; and

WHEREAS, The hearts of parents are gripped with fear at the sounds and peals of violence, fearfully dreading that they toll for their own children; and

WHEREAS, Family members who should be planning for first parties and higher education are instead planning for and conducting funeral arrangements for their deceased young children; now, therefore,

Be It Resolved, That God's people be called to mourn, fast, pray and seek God's deliverance for an end to the violence, devastation and destruction of youth in the inner cities and urban areas of our nation; and

Be It Further Resolved, That in light of these sorrowful and unfortunate circumstances and our responsibility as people of God, called to be parents in the Lord, servants to our community and protectors of our children, that a day of prayer and fasting be declared to mourn the loss of our children and to renounce the forces of evil and fear that plague our nation; and that it be known to all people that the first Sunday in May of each year shall be called "Rachel's Day".

Presented By

ALDERMAN WOJCIK (30th Ward):

CONGRATULATIONS EXTENDED TO MR. MICHAEL ALLEN JAROTKIEWICZ ON HIS FORTIETH BIRTHDAY.

WHEREAS, Michael Allen Jarotkiewicz was born May 5, 1955 to his late father, Stanley Jarotkiewicz and his mother, Rita Jarotkiewicz; and

WHEREAS, Michael Allen Jarotkiewicz lives with his wife of seventeen years, Kim and four children, Tim, Mark, Matthew and Carrie; and

WHEREAS, Michael Allen Jarotkiewicz successfully completed an exemplary education as a graduate from Saint Viator Elementary School, Gordon Technical High School, Northwestern University of Respiratory

Therapy, and in 1975 received a bachelors degree in science from Northeastern University; and

WHEREAS, Michael Allen Jarotkiewicz is currently continuing his education as he began his graduate education in 1993 with National Louis College for Business Management; and

WHEREAS, Michael Allen Jarotkiewicz proudly purchased his first home in 1978 at 3319 North Kilbourn Avenue, within the Kilbourn Park community; and

WHEREAS, Michael Allen Jarotkiewicz volunteers his time to his community and church by presiding on the Saint Viator School Board for six years, three years in which he served as president, and is currently president of Saint Viator's Athletic Association; and

WHEREAS, Michael Allen Jarotkiewicz is thought of by his many friends, colleagues, and family members as a sensitive, conscientious individual with a tireless dedication to his family and community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., hereby extend our sincerest appreciation and in commemoration of his fortieth birthday, offer our best wishes for his future endeavors as he continues in his outstanding service to his community, family and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Michael Allen Jarotkiewicz.

Presented By

ALDERMAN AUSTIN (34th Ward):

TRIBUTE TO LATE REVEREND RAYMOND GEORGE WARD.

WHEREAS, The Reverend Raymond George Ward, Pastor of Starlight Saint James Missionary Baptist Church from 1959 until his recent death, proved to be one of our great city's outstanding religious leaders; and

WHEREAS, A native Chicagoan, Reverend Raymond George Ward answered the call to religious service, following his honorable discharge from the United States Navy. He attended the Chicago Baptist Institute and

was ordained in August, 1953. In the same year, he organized the Israel Missionary Baptist Church and served as pastor there until he was called to Starlight Saint James Missionary Baptist Church; and

WHEREAS, This inspiring and productive religious leader was also a great labor leader. Reverend Raymond George Ward, before and during his pastorates, was employed by Wilson Laboratories, and so meaningful was his influence that his co-workers elected him as their union representative. He was an excellent arbitrator and he helped to gain many workers' benefits, especially early retirement which he and many others were able to enjoy; and

WHEREAS, From 1959, the Reverend Raymond George Ward led the relatively small and poor Starlight Saint James Missionary Baptist Church into the 21st Century. His pastorate was marked by success after success, climaxing in the construction and establishment of the beautiful church building located at 11300 South State Street; and

WHEREAS, In addition to his loving congregation and a grateful City, Reverend Raymond George Ward has left to share his inspiration and to thrive in the warmth of his legacy a loving wife, Lou Ella; six children, Cassandra, Loretta, Rena, Minister Aaron, Raymond and LaWanda; five grandchildren, Theresa, Bernard, Janea, Aaron and Alysia; and a host of other relatives and friends; now, therefore,

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Mrs. Raymond George Ward and family and to the congregation of Starlight Saint James Missionary Baptist Church.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MRS. ANNE R. KREUTZER.

WHEREAS, God in his infinite wisdom has called to her eternal reward Anne M. Kreutzer, beloved citizen and friend; and

WHEREAS, Anne M. Kreutzer was a vital and active member of Chicago's great northwest side community and will be sorely missed. She leaves to mourn her husband, Robert; two daughters, Marianne and Bette; her grandchildren, John and Timothy; her great grandchild, John; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May 1995, A.D., do hereby express our sorrow on the death of Anne M. Kreutzer, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Anne M. Kreutzer.

CONGRATULATIONS EXTENDED TO MR. AND MRS. LARRY ANDERSON ON BIRTH OF THEIR SON, LARS RASMUS.

WHEREAS, On May 9, 1995, a new citizen came into the world, Lars Rasmus Anderson, son of Larry and Patty Anderson, outstanding residents of Chicago's 39th Ward; and

WHEREAS, The leaders of this great City are always ready to welcome into our midst the youth in whom we place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995 A.D., do hereby congratulate Mr. and Mrs. Larry Anderson on the birth of their son, Lars Rasmus, May 9, 1995, and extend to this fine family 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 Mr. and Mrs. Larry Anderson.

GRATITUDE EXTENDED TO PARTICIPANTS IN 39TH WARD SPRING CLEAN UP 1995.

WHEREAS, The 39th Ward sponsored its first annual ward-wide spring clean up, which took place on April 29, 1995, A.D.; and

WHEREAS, This event calls upon and receives cooperation from numerous citizens, organizations and businesses without whose help, strength and ideas such a massive effort could not not be properly coordinated; and

WHEREAS, This 39th Ward Spring Clean Up was a major success, a project of great benefit to the City, and to all residents and visitors of the 39th Ward; and

WHEREAS, A debt of gratitude is owed the following, whose diligence and drive made the 39th Ward Spring Clean Up an outstanding community effort: Ace Hardware on West Foster Avenue, Albany Park Chamber of Commerce, Bagel World, Chicago Thunder Football Team, Chicago Police Department/Area Five Youth Division, Christ Evangelical Church, Dominick's Finer Foods, Dunkin Donuts, Eugene Field Civic Association, Fancy Colors, Friends and Merchants of West Foster Avenue, Hibbard Civic Association, Hollywood North Park Improvement Association, Hollywood Park, Korean American Chamber of Commerce, Korean Self Help Center, Lindsey Truck Rental, Northeastern Fruit Market, North Mayfair Improvement Association, North Park College/Urban Outreach, North Park Covenant Church, Northside Learning Center, Roosevelt High School, Sauganash Park Improvement Association, Sauganash School, Sauganash Village Association, Wonder Montessori School and residents of the 3700 block of West Agatite Avenue; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995 A.D., do hereby express our gratitude to all of the above organizations and businesses and to all citizens whose coordinated efforts helped so greatly in the success of the 39th Ward Spring Clean Up 1995; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to each of the above organizations.

Presented By

ALDERMAN O'CONNOR (40th Ward):

MAY 27 THROUGH JUNE 4, 1995 PROCLAIMED "NATIONAL AQUATIC WEEK".

WHEREAS, Individual and organized forms of recreation and the creative use of free time are vital to the happy lives of all our citizens; and park and recreation programs throughout the City of Chicago encompass a multitude of activities that can result in personal accomplishment, self satisfaction and family unity for all citizens, regardless of their background, ability level or age; and

WHEREAS, Citizens of Chicago should recognize the vital role that swimming and aquatic-related activities relate to good physical and mental health and enhance the quality of life for all people; and

WHEREAS, The City of Chicago is extremely proud of the swimming facilities and aquatic program of this community and their contribution to providing all ages a healthy place to recreate, a place to learn and grow, to learn to swim, build self-esteem, confidence and a sense of self-worth, which contributes significantly to the quality of life in our community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in meeting this seventeenth day of May, 1995, A.D., do hereby proclaim the week of May 27 through June 4, 1995 as "National Aquatic Week" and do urge all those in the City of Chicago to support and promote this observance; and

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

Presented By

ALDERMAN DOHERTY (41st Ward):

CONGRATULATIONS EXTENDED TO ALL SAINTS CATHEDRAL PARISH OF POLISH NATIONAL CATHOLIC CHURCH OF CHICAGO ON ITS ONE HUNDREDTH ANNIVERSARY AND MAY 21, 1995 DECLARED "ALL SAINTS CATHEDRAL PARISH DAY IN CHICAGO".

WHEREAS, In a very short period during the year 1895, All Saints Parish was organized by Bishop Anthony Kozlowski and an energetic group of Polish immigrants who had settled on Chicago's great northwest side; and on May 21, 1995, All Saints Cathedral Parish of the Polish National Catholic Church of Chicago celebrates its one hundredth anniversary; and

WHEREAS, Within a period of seven months, a parish was formed, a committee elected, a temporary chapel was dedicated, a church building erected, and a cemetery provided. Throughout its history, which has complemented the growth of our great City of Chicago, All Saints Parish has exemplified the power of faith and dedication; and

WHEREAS, Now headed by the Right Reverend Robert M. Nemkovich, All Saints Cathedral Parish will commence a year-long celebration with a Centennial Mass of Praise and Thanksgiving on Sunday, May 21, 1995; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby congratulate the pastor, staff and members of All Saints Cathedral Parish of the Polish National Catholic Church of Chicago on the one hundredth anniversary of this great religious institution, and in that regard we declare that May 21, 1995, be known as "All Saints Cathedral Parish Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Right Reverend M. Nemkovich, Pastor, and members of All Saints Cathedral Parish of the Polish National Catholic Church of Chicago.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. JACK A. KROMELOW.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Jack A. Kromelow to his eternal reward on the thirtieth day of March, 1995 A.D.; and

WHEREAS, Jack A. Kromelow was born in London in 1905 and came to live on Chicago's south side in 1907; and

WHEREAS, Mr. Kromelow, as a teenager, worked for the White City Amusement Park and for the 1934 Chicago's World's Fair; and

WHEREAS, As a young man, he entered the hotel business following World War II and purchased properties on Chicago's near north side; and

WHEREAS, Mr. Jack A. Kromelow, in 1959, bought and completely refurbished the 18 Elm Apartment Hotel; and

WHEREAS, Mr. Jack A. Kromelow, in 1963, began managing the Delaware Towers at 25 East Delaware Place; and

WHEREAS, In 1965, he purchased the property at 20 East Delaware Place that become the Talbott Hotel; and

WHEREAS, He not only improved these properties but that neighborhood as well by actively planning and directing improvements as chairman of the Gold Coast Group; and

WHEREAS, Mr. Jack A. Kromelow, with each acquisition, focused on much more than personal profit by working endlessly to promote Chicago's growth and development; and

WHEREAS, Mr. Kromelow, in 1992, received the Manfred Steinfeld Lifetime Achievement Award and was made an honorary graduate of Roosevelt University's Hospitality Management Program; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this seventeenth day of May, 1995, A.D., do hereby express our deepest sorrow at the passing of Mr. Jack A. Kromelow and do also extend to his beloved wife, Victoria; his two sons, Basil and Marc; his seven grandchildren; his great grandchild; and his many friends, our deepest and most sincere condolences on the occasion of their profound loss. Mr. Jack A. Kromelow 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. Jack A. Kromelow.

TRIBUTE TO LATE MRS. MINNIE LEAF.

WHEREAS, Almighty God in his infinite mercy and wisdom called Minnie Leaf to her eternal reward on the eighth day of February, 1995; and

WHEREAS, Minnie Leaf, as a young girl living in New York, produced lollipops in her father's candy store; and

WHEREAS, Minnie Leaf, after moving to Chicago, married Harry Leaf, whose brother Sol started the Leaf Confectionery Co. in the 1920s; and

WHEREAS, Minnie Leaf and her husband subsequently joined the Leaf Confectionery Co. and made penny candy during the Great Depression; and

WHEREAS, Minnie Leaf, through her continuous efforts, helped make the Leaf Confectionery Co. the eighth largest candy company in the country, producing such well-known products as Milk Duds, Heath Bars and many others; and

WHEREAS, Minnie Leaf was a founder and for fifty years a volunteer in the care of emotionally-handicapped children at the Sonia Shankman Orthogenic School at the University of Chicago; and

WHEREAS, Minnie Leaf was a founder of the Leaf Center of Learning in Cincinnati and a benefactor of the Leaf Library at Spertus College of Judaica; and

WHEREAS, Minnie Leaf, as a local resident of the Lincoln Park area, has been honored by both the City of Chicago and the White House for her community service; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this seventeenth day of May, 1995, do hereby express our deepest sorrow at the passing of Minnie Leaf and do also extend to her son, Martin; her eight grandchildren; her ten great-grandchildren; and her many friends, our deepest and most sincere condolences on the occasion of their profound loss. Minnie Leaf was a fine woman 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 Minnie Leaf.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

CONGRATULATIONS EXTENDED TO MR. PETER C. ALEGI ON HIS SIXTIETH BIRTHDAY.

WHEREAS, Peter C. Alegi will soon celebrate his sixtieth birthday with his wife, Lynda, family and friends from around the world; and

WHEREAS, Peter Alegi has distinguished himself for many years as an outstanding international lawyer, first with the Chicago law firm of Baker & McKinzie, then by founding his own successful firm based in Rome, Italy; and

WHEREAS, Peter Alegi has, over the years, assisted many Chicago businesses and professionals in Italy, Europe and Africa and in contacts with the Holy See in Vatican City and has always been gracious in his hospitality and good counsel; and

WHEREAS, Peter Alegi is a past chair and founder of the Federated League of Americans Around the Globe and in that capacity has testified before Congress on numerous occasions on behalf of American citizens living abroad; and

WHEREAS, Peter Alegi has also served for many years as an active supporter of his political party on the Democratic National Committee, where his views and leadership have been recognized and appreciated; and

WHEREAS, Through his leadership in the American business community in Rome, he is looked to for guidance by countless Americans, including President and Mrs. Clinton, who personally recognized and thanked him in 1994 during their trip to Italy; and

WHEREAS, Peter Alegi has always kept an open door to elected officials from Chicago who have traveled to Rome on business or pleasure and enjoyed his company and advice; and

WHEREAS, The City of Chicago and the government of the United States is fortunate to have Peter Alegi as a friend in Italy; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventeenth day of May, 1995, do hereby honor Peter C. Alegi on his sixtieth birthday and wish him many more such happy days and do hereby invite him and his lovely wife, Lynda, to visit Chicago often in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Peter C. Alegi.

RECOGNITION AND HONOR EXTENDED TO UNITED STATES CONSUL GENERAL FOR MILAN, ITALY, MR. RICHARD SHINNICK AND TO MRS. ONETHA SHINNICK.

WHEREAS, Mr. Richard J. Shinnick will soon leave his position as United States Consul General for Milan, Italy and surrounding areas of northern Italy to assume a position of responsibility in Washington, D.C. in the United States State Department; and

WHEREAS, Richard Shinnick has served admirably in his position in Milan and received plaudits from all who have come in contact with him and his office; and

WHEREAS, Richard Shinnick has been particularly helpful to the City of Chicago during his tenure in Milan, in terms of assisting and promoting our sister city relation with Milan; in terms of serving on the Advisory Board of our Saint Xavier University; in terms of assisting with humanitarian projects involving the police departments of our two cities; and in terms of greatly assisting and wisely counseling officials of our city who have been engaged in promoting Illinois businesses in Milan and Italy; and

WHEREAS, The Shinnick family of Chicago has a long and respected tradition of service and participation in the life of our community, which continues to this day, including their pharmacy in Lincoln Park; and

WHEREAS, Onetha Shinnick has served in an equally admirable fashion as the spouse of the Consul General and as a person in her own right of great charm, intelligence and wit and, as a result has impressed Milan and enhanced the image of the United States and its consular representatives; and

WHEREAS, As a former New York fireman, Richard Shinnick appreciates the great tradition of the Chicago Fire Department as one of the finest in the world; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this seventeenth day of May, 1995, do hereby honor Richard and Onetha Shinnick and wish them well in their new surroundings and assignments and do hereby invite them to visit Chicago often in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Richard Shinnick.

Presented By

ALDERMAN M. SMITH (48th Ward):

CONGRATULATIONS EXTENDED TO ETHIOPIAN COMMUNITY ASSOCIATION OF CHICAGO ON ITS TENTH ANNIVERSARY.

WHEREAS, On Sunday, May 21, 1995, its many friends and supporters are gathering to kick off the tenth anniversary celebrations of the Ethiopian Community Association of Chicago; and

WHEREAS, The Ethiopian Community Association of Chicago (E.C.A.C.) was organized ten years ago to provide advocacy and assistance to Ethiopian refugees and immigrants, and in one short but highly active decade, has expanded to embrace groups of Somali, Sudanese, Liberian, Zairian, Iraqi, Assyrian, Bosnian, Haitian, Congolese, Kurdish, Angolan and Cuban refugees as well; and

WHEREAS, In providing quality service to those who may need it most, and in its openness to cultural and ethnic expansion, the Ethiopian Community Association of Chicago has become one of our great city's most vital and important organizations; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our heartiest congratulations to the Ethiopian Community Association of Chicago on its tenth anniversary celebration, and call public attention to the events associated with this great organization; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Ethiopian Community Association of Chicago.

RECOGNITION OF THIRTIETH ANNIVERSARY OF HEAD START PROGRAM AND CONGRATULATIONS EXTENDED TO HULL HOUSE HEAD START PROGRAM IN CHICAGO.

WHEREAS, On May 18, 1995, Head Start programs throughout the United States simultaneously celebrate the thirtieth anniversary of Head Start, which has always given impoverished children from three to five years old an educational and cultural lift; and

WHEREAS, By compensating for possible deficits in health care, nutrition and intellectual stimulation, Head Start has provided a need and a positive direction to children who would otherwise have no access to such an enriching outlet; and

WHEREAS, High among such programs is Hull House Uptown Head Start, one of six of its kind in Chicago. Hull House Uptown Head Start is funded for one hundred two children recruited from the poverty level population -- children of multi-ethnic, multi-cultural backgrounds, representing some ten to fifteen national origins. Hull House's Head Start program has indeed "made a difference" in our great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby salute Hull House Uptown Head Start in recognition of the thirtieth anniversary of Head Start, which is being celebrated nationally on May 18, 1995. May all the Head Start programs continue to make a difference; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Hull House Uptown Head Start.

SALUTATIONS EXTENDED TO OVER SIX HUNDRED KOREAN-AMERICAN SENIORS ON BECOMING UNITED STATES CITIZENS IN MAY, 1995 CEREMONIES AT NAVY PIER.

WHEREAS, On Tuesday, May 23, 1995, over six hundred Korean-American seniors will be naturalized in ceremonies at Chicago's Navy Pier; and

WHEREAS, This historic event results from months of cooperation and joint programs between the Department of Justice, Immigration and Naturalization Service in Chicago and the Korean-American Seniors Association of Chicagoland, Inc., who worked through language and cultural difficulties to reach out to the Korean seniors who have settled in our great City and environs and who have sought citizenship so diligently; and

WHEREAS, These Korean seniors have long been welcome in our midst, and we commend them as well as the Korean-American Seniors Association of Chicagoland, Inc. for the enrichment of our culture; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby salute the Korean-American Seniors Association of Chicagoland, Inc., and most especially the over six hundred Korean-American seniors who will be naturalized in ceremonies at Navy Pier on May 23, 1995. We welcome them and extend our best wishes for their happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Korean-American Seniors Association of Chicagoland, Inc..

CONGRATULATIONS EXTENDED TO THE LEAGUE OF WOMEN VOTERS IN ILLINOIS ON THEIR SEVENTY-FIFTH ANNIVERSARY.

WHEREAS, On Saturday June 3, 1995, its many members, their colleagues and supporters will gather to salute The League of Women Voters of Illinois on its seventy-fifth anniversary; and

WHEREAS, The League of Women Voters, which is open to male and female citizens eighteen and above, is represented in fifty states, in Washington, D.C., Puerto Rico and the Virgin Islands. It is non-partisan and encourages the informed participation of citizens in government through education and advocacy; and

WHEREAS, The League of Women Voters of Illinois was established in 1920, a few months before the 19th Amendment to the United States Constitution became law. The historic passage of that amendment, granting voting rights to all adult citizens regardless of sex, occurred at a national convention in Chicago, and The League of Women Voters of Illinois has been of vital significance ever since; and

WHEREAS, While The League of Women Voters is visible in almost every phase of the political life of this great nation, it is probably most famous for sponsoring the presidential debates over the last twenty years. The League of Women Voters of Illinois has sponsored many debates by local political candidates as well, and those debates have often had constructive influence on voter response; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our heartiest congratulations to The League of Women Voters of Illinois in honor of its seventy-fifth anniversary, and our best wishes for continued accomplishment and influence; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The League of Women Voters.

Presented By

ALDERMAN M. SMITH (48th Ward) And
ALDERMAN BERNARDINI (43rd Ward):

CONGRATULATIONS EXTENDED TO THE CHORAL ENSEMBLE OF CHICAGO ON ITS THIRTIETH ANNIVERSARY AND OCTOBER 29, 1995 DECLARED "THE CHORAL ENSEMBLE OF CHICAGO DAY THROUGHOUT CHICAGO".

WHEREAS, The Choral Ensemble of Chicago, formerly known as Chicago Chamber Choir, presented its first concert in 1965, and opens its thirtieth anniversary season on October 29, 1995; and

WHEREAS, Founded by its music director, George Estevez,, The Choral Ensemble of Chicago began as a young adult activity at the Jane Addams Hull House Center, offering one free concert per year. In three decades it has been developed into a world-class organization, presenting in seasonal subscription concerts a wide range of works requiring mastery of many musical styles and languages; and

WHEREAS, The Choral Ensemble of Chicago exists on a non-profit basis and continues to evolve out of love and labor. Its singers -- almost forty at present -- work without pay, and its small volunteer staff is as loyal and devoted as its constantly growing audience; and

WHEREAS, The Choral Ensemble of Chicago has truly become one of our great City's premiere musical organizations; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby salute George Estevez and The Choral Ensemble of Chicago in recognition of their thirtieth anniversary, and in that regard do hereby declare that October 29, 1995, be known as "The Choral Ensemble Of Chicago Day Throughout Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Choral Ensemble of Chicago.

Presented By

ALDERMAN MOORE (49th Ward):

CONGRATULATIONS EXTENDED TO MR. TERRENCE BAILEY ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Terrence Bailey will receive a "Spirit of Rogers Park" Award and, through his good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Terrence Bailey for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Terrence Bailey for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Terrence Bailey.

CONGRATULATIONS EXTENDED TO COMMANDER THOMAS BYRNE ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Commander Thomas Byrne will receive a "Spirit of Rogers Park" Award and, through his good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Commander Thomas Byrne for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Commander Thomas Byrne for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Commander Thomas Byrne.

CONGRATULATIONS EXTENDED TO MS. SHARON ENDO ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year

several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Sharon Endo will receive a "Spirit of Rogers Park" Award and, through her good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Sharon Endo for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Sharon Endo for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sharon Endo.

CONGRATULATIONS EXTENDED TO MR. JAMES FREEMAN ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park"

Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, James Freeman will receive a "Spirit of Rogers Park" Award and, through his good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to James Freeman for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to James Freeman for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to James Freeman.

CONGRATULATIONS EXTENDED TO MS. NANCY FREEMAN ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Nancy Freeman will receive a "Spirit of Rogers Park" Award and, through her good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Nancy Freeman for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Nancy Freeman for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Nancy Freeman.

CONGRATULATIONS EXTENDED TO MS. NANCY GONZALEZ ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Nancy Gonzalez will receive a "Spirit of Rogers Park" Award and, through her good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Nancy Gonzalez for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Nancy Gonzalez for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Nancy Gonzalez.

CONGRATULATIONS EXTENDED TO MR. NICK LANTIGNA ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Nick Lantigna will receive a "Spirit of Rogers Park" Award and, through his good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Nick Lantigna for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Nick Lantigna for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Nick Lantigna.

CONGRATULATIONS EXTENDED TO MS. SHERI LANTIGNA ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Sheri Lantigna will receive a "Spirit of Rogers Park" Award and, through her good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Sheri Lantigna for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Sheri Lantigna for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sheri Lantigna.

CONGRATULATIONS EXTENDED TO MS. CARMEN LARA ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Carmen Lara will receive a "Spirit of Rogers Park" Award and, through her good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Carmen Lara for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Carmen Lara for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Carmen Lara.

CONGRATULATIONS EXTENDED TO MR. KEITH LORD ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community

involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Keith Lord will receive a "Spirit of Rogers Park" Award and, through his good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Keith Lord for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Keith Lord for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Keith Lord.

CONGRATULATIONS EXTENDED TO MS. ELEANOR MARS ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Eleanor Mars will receive a "Spirit of Rogers Park" Award and, through her good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Eleanor Mars for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Eleanor Mars for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Eleanor Mars.

CONGRATULATIONS EXTENDED TO MR. DENNIS PERRY ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Dennis Perry will receive a "Spirit of Rogers Park" Award and, through his good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Dennis Perry for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Dennis Perry for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dennis Perry.

CONGRATULATIONS EXTENDED TO MR. DEWEY ROBINSON ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Dewey Robinson will receive a "Spirit of Rogers Park" Award and, through his good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Dewey Robinson for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Dewey Robinson for

being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dewey Robinson.

CONGRATULATIONS EXTENDED TO SERGEANT BRUCE ROTTNER ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Sergeant Bruce Rottner will receive a "Spirit of Rogers Park" Award and, through his good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Sergeant Bruce Rottner for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Sergeant Bruce Rottner for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Bruce Rottner.

CONGRATULATIONS EXTENDED TO MS. RENEE SULLIVAN ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Renee Sullivan will receive a "Spirit of Rogers Park" Award and, through her good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Renee Sullivan for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Renee Sullivan for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Renee Sullivan.

CONGRATULATIONS EXTENDED TO MR. MARC TANKERSLEY ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community

involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Marc Tankersley will receive a "Spirit of Rogers Park" Award and, through his good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Marc Tankersley for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Marc Tankersley for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Marc Tankersley.

CONGRATULATIONS EXTENDED TO MR. KEN WALCHECK ON RECEIVING ROGERS PARK COMMUNITY COUNCIL "SPIRIT OF ROGERS PARK" AWARD.

WHEREAS, The Rogers Park Community Council recognizes each year several residents of Rogers Park who, through extensive community involvement, make Rogers Park a great community in which to live, work and raise a family; and

WHEREAS, Those outstanding individuals who are recognized by the Rogers Park Community Council shall each receive a "Spirit of Rogers Park" Award as a token of our community's thanks for their outstanding spirit of activism; and

WHEREAS, The Rogers Park Community Council will honor the recipients of the "Spirit of Rogers Park" Award at a ceremony to be held on Sunday, May 21, 1995; and

WHEREAS, Ken Walcheck will receive a "Spirit of Rogers Park" Award and, through his good work on behalf of our community, represents the highest standards of citizenship; and

WHEREAS, Alderman Joe Moore extends his deep and sincere gratitude to Ken Walcheck for being the recipient of a "Spirit of Rogers Park" Award and for helping to improve the quality of life in our neighborhood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby extend our gratitude and congratulations to Ken Walcheck for being a recipient of the Rogers Park Community Council's "Spirit of Rogers Park" Award; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ken Walcheck.

THIRD SUNDAY IN SEPTEMBER PROCLAIMED "UPTOWN HABITAT FOR HUMANITY'S DAY OF PRAYER AND ACTION IN CHICAGO".

WHEREAS, Uptown Habitat for Humanity is a nonprofit, ecumenical Christian housing ministry whose mission is to build affordable housing; foster home ownership in urban environments; and eliminate poverty and homelessness from the face of the earth; and

WHEREAS, Uptown Habitat for Humanity is strongly supported by many religious denominations in the City of Chicago and across the United States who provide essential funding, materials and manpower to help build affordable housing; and

WHEREAS, Uptown Habitat for Humanity first observed in 1983 the "International Day Of Prayer And Action For Human Habitat" to call attention to the tremendous problems of poverty housing, and to urge people to help their neighbors in need; and

WHEREAS, Uptown Habitat for Humanity invites all churches, synagogues, temples and residents of Chicago to celebrate the mission of the organization and to join its international affiliate's "Day Of Prayer And Action For Human Habitat"; and

WHEREAS, Uptown Habitat for Humanity gives all people the opportunity to partner with its ministry and invites and encourages all city residents to help rebuild our city and rebuild lives; and

WHEREAS, Uptown Habitat for Humanity has designated the third weekend of September as a time when neighbors can help neighbors in need of adequate housing; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby support Uptown Habitat for Humanity's vigil for prayer and declare the third Sunday in September, each year, to be Uptown Habitat for Humanity's Day of Prayer and Action in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Uptown Habitat for Humanity.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MEDRANO (25th Ward)	West 17th Street, at 1823 -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday (handicapped loading zone) public benefit;
	West 21st Street, at 1530 -- 7:30 A.M. to 5:30 P.M. -- Monday through Friday -- public benefit;
BURNETT (27th Ward)	West Randolph Street, at 941 -- 943 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday and 6:00 A.M. to 2:00 P.M. -- Saturday;
WOJCIK (30th Ward)	North Central Avenue, at 2742 -- at all times -- no exceptions;
	North Elston Avenue, at 4322 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
	North Pulaski Road, at 4015 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
	North Ridgeway Avenue, at 3901, for a distance of 50 feet (loading and unloading busses) 7:00 A.M. to 7:00 P.M. -- Monday through Friday;
MELL (33rd Ward)	North Kedzie Avenue, at 4645 -- 9:00 A.M. to 7:30 P.M. -- Monday through Saturday;
ALLEN (38th Ward)	West Irving Park Road, at 4272 (on North Kildare Avenue side) 8:00 A.M. to 12:00 Midnight -- no exceptions;
NATARUS (42nd Ward)	North Dearborn Street, at 731 -- daily (tow-away zone/fifteen minute standing zone) unattended vehicles must flash hazard lights over fifteen minutes ;
	West Grand Avenue, between North Dearborn Street and North Clark Street, for approximately 40 feet -- daily (tow-away zone/fifteen minute standing zone) unattended vehicles must flash hazard lights over fifteen minutes;
	East Grand Avenue, at 440, for approximately 40 feet -- daily (tow-away zone/fifteen minute standing zone) unattended vehicles must flash hazard lights over fifteen minutes;

Alderman	Location, Distance And Time
	West Illinois Street, at 54, for approximately 20 feet -- daily (tow-away zone/fifteen minute standing zone) unattended vehicles must flash hazard lights over fifteen minutes;
BERNARDINI (43rd Ward)	North Bissell Street, at 2000 -- 2010 -- 9:00 A.M. to 6:00 P.M. -- no exceptions (tow-away zone);
	North Halsted Street, at 2519 -- 8:00 P.M. to 3:00 A.M. – Friday and Saturday (valet service).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 420 EAST OHIO STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "East Ohio Street, at 420 -- no parking/loading zone -- thirty minute limit (tow-away zone)" and inserting in lieu thereof: "East Ohio Street, at 420 (tow-away zone/loading zone/fifteen minute standing zone) unattended vehicles must flash hazard lights over fifteen minutes", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Direction
BEAVERS (7th Ward)	South Hoxie Avenue, from East 96th Street to East 97th Street -- southerly;
EVANS (21st Ward)	South Sangamon Street, in the 9900 block -- northerly;
OCASIO (26th Ward)	West Potomac Avenue, from North Claremont Avenue to North Western Avenue -- westerly;
BURRELL (29th Ward)	First east alley located one-half block north of West Grand Avenue, between North Mulligan Avenue and North Narragansett Avenue -- westerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST POTOMAC AVENUE.

Alderman Ocasio (26th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 29, 1966 (Council Journal of Proceedings, page 8321) which restricted the movement of vehicular traffic to a single direction on portions of specified public ways by striking the words: "West Potomac Avenue, from North Damen Avenue to North Western Avenue -- westerly" and inserting in lieu thereof: "West Potomac Avenue, from North Damen Avenue to North Leavitt Avenue -- westerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF EAST 14TH STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to repeal a previously passed ordinance which restricted the flow of traffic to a single direction on East 14th Street, between South Wabash Avenue and South Michigan Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING METERS AT 4322 NORTH ELSTON AVENUE.

Alderman Wojcik (30th Ward) presented a proposed order to cause the removal of parking meters 4385 and 4358 located in front of 4322 North Elston Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS ON PORTION OF SOUTH HARDING AVENUE.

Alderman Rugai (19th Ward) presented a proposed ordinance to limit the parking of vehicles to one hour on the east side of South Harding Avenue, from West 111th Street to the first alley north thereof, from 8:00 A.M. to 6:00 P.M., Monday through Saturday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH LIMITED PARKING DURING SPECIFIED HOURS ON PORTION OF WEST GRAND AVENUE.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which limited the parking of vehicles during

specified hours on portions of various public ways by striking the words: "West Grand Avenue (north side) in the 4800 to 5200 blocks -- 4:00 P.M. to 6:00 P.M. (rush hours traffic)", 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
GRANATO (1st Ward)	West Chicago Avenue, at 1369 (except for handicapped);
	West Huron Street, at 1636 (except for handicapped);
	West Huron Street, at 1807 (except for handicapped);
	West Huron Street, at 2219 (except for handicapped);
HAITHCOCK (2nd Ward)	West Hastings Street, at 1541 (except for handicapped);
TILLMAN (3rd Ward)	South Union Avenue, at 5519 (except for handicapped);
PRECKWINKLE (4th Ward)	South Ellis Avenue, at 4403 (except for handicapped);
	East 54th Street, at 1166 (except for handicapped);

Alderman	Location And Distance
HOLT (5th Ward)	South Maryland Avenue, at 7641 (except for handicapped);
BEAVERS (7th Ward)	South Kingston Avenue, at 7832 (except for handicapped);
	South Kingston Avenue, at 8143 (except for handicapped);
	South Kingston Avenue, at 8743 (except for handicapped);
	South Marquette Avenue, at 8633 (except for handicapped);
DIXON (8th Ward)	South Constance Avenue, at 7518 (except for handicapped);
	South Euclid Avenue, at 7742 (except for handicapped);
	South Woodlawn Avenue, at 9715 (except for handicapped);
SHAW (9th Ward)	South Lafayette Avenue, at 10030 (except for handicapped);
	South Wallace Street, at 12931 (except for handicapped);
BUCHANAN (10th Ward)	South Exchange Avenue, at 8951 (except for handicapped);
	South Houston Avenue, at 8940 (except for handicapped);
	South Houston Avenue, at 9727 (except for handicapped);

Alderman	Location And Distance
HUELS (11th Ward)	South Leavitt Street, at 3346 (except for handicapped);
	South Parnell Avenue, at 3236 (except for handicapped);
	South Union Avenue, at 4503 (except for handicapped);
FRIAS (12th Ward)	West 35th Place, at 2741 (except for handicapped);
OLIVO (13th Ward)	South Karlov Avenue, at 6943 (except for handicapped);
	South Mayfield Avenue, at 6039 (except for handicapped);
	South Sawyer Avenue, at 5919 (except for handicapped);
	West 70th Street, at 3926 (except for handicapped);
BURKE (14th Ward)	South Kildare Avenue (east side), at 4337 (both sides of driveways) (tow-away zone);
STREETER (17th Ward)	South Aberdeen Street, at 6845 (except for handicapped);
	South Peoria Street, at 7120 (except for handicapped);
MURPHY (18th Ward)	South Ashland Avenue, at 7922;
	South Seeley Avenue, at 8351 (except for handicapped);

Alderman	Location And Distance
	South Western Avenue, at 7815;
	South Wolcott Avenue, at 7529 (except for handicapped);
TROUTMAN (20th Ward)	South Indiana Avenue, at 6715 (except for handicapped);
EVANS (21st Ward)	South Bishop Street, at 9029 (except for handicapped);
	South Emerald Avenue, at 8916 (except for handicapped);
	South Emerald Avenue, at 9745 (except for handicapped);
	South Lowe Avenue, at 9001 (except for handicapped);
	South Morgan Street, at 8921 (except for handicapped);
	South Morgan Street, at 9003 (except for handicapped);
	South Peoria Street, at 9205 (except for handicapped);
	South Stewart Avenue, at 8134 (except for handicapped);
	South Winston Avenue, at 9560 (except for handicapped);
	West 97th Place, at 430 (except for handicapped);
CHANDLER (24th Ward)	West Fillmore Street, at 3842 (except for handicapped);
	West Grenshaw Street, at 4113 (except for handicapped);

Alderman	Location And Distance
	South Keeler Avenue, at 908 (except for handicapped);
	South Keeler Avenue, at 1552 (except for handicapped);
MEDRANO (25th Ward)	South Seeley Avenue, at 2317 (except for handicapped);
	South Wells Street, at 2827 (except for handicapped);
	West 18th Street, at 1709;
	West 21st Place, at 2021 (except for handicapped);
E. SMITH (28th Ward)	South Central Park Avenue, at 305 (except for handicapped);
	West Warren Boulevard, at 2707 (except for handicapped);
BURRELL (29th Ward)	North Mayfield Avenue, at 1621 (except for handicapped);
	North Menard Avenue, at 1007 (except for handicapped);
WOJCIK (30th Ward)	West Eddy Street, at 3645 (except for handicapped);
	North Keeler Avenue, at 3604 (except for handicapped);
	North Kilpatrick Avenue, at 3111 (except for handicapped);
	West Oakdale Avenue, at 5005 (except for handicapped);

Alderman	Location And Distance
SUAREZ (31st Ward)	West Altgeld Street, at 4438 (except for handicapped);
	West Grand Avenue, at 4719 (except for handicapped);
	North Kildare Avenue, at 2249 (except for handicapped);
	North Laporte Avenue, at 2259 (except for handicapped);
	West Schubert Avenue, at 4508 (except for handicapped);
GABINSKI (32nd Ward)	West Dickens Avenue, at 1959 (except for handicapped);
	North Holly Avenue, at 2032 (except for handicapped);
	North Seeley Avenue, at 3545 (except for handicapped);
	North Southport Avenue, at 2454 (except for handicapped);
MELL (33rd Ward)	North Kedzie Avenue (east side) from the first alley south of West Belle Plaine Avenue, to a point 35 feet south thereof;
AUSTIN (34th Ward)	South Lowe Avenue, at 12324 (except for handicapped);
	West Vermont Avenue, at 950 (except for handicapped);
	West 117th Street, at 315 (except for handicapped);

Alderman	Location And Distance
BANKS (36th Ward)	North Nagle Avenue, at 1737 (except for handicapped);
	North Oriole Avenue, at 3019 (driveway);
GILES (37th Ward)	West Cortez Avenue, at 5520 (except for handicapped);
	West Crystal Street, at 5232 (except for handicapped);
	North Latrobe Avenue, at 729 (except for handicapped);
	North Latrobe Avenue, at 748 (except for handicapped);
	North Lotus Avenue, at 731 (except for handicapped);
ALLEN (38th Ward)	North Neva Avenue, at 3923 (except for handicapped);
LAURINO (39th Ward)	North Hamlin Avenue, at 6206 (except for handicapped);
	North Kimball Avenue, at 5435 (except for handicapped);
	West Wilson Avenue, at 3346 (except for handicapped);
BERNARDINI (43rd Ward)	North Wilton Avenue, at 2628 (except for handicapped);
LEVAR (45th Ward)	North Lowell Avenue, at 4619 (except for handicapped);
	North McVicker Avenue, at 4843 (except for handicapped);

Alderman	Location And Distance
MOORE (49th Ward)	West Juneway Terrace, at 1660 (except for handicapped);
STONE (50th Ward)	North Sacramento Avenue, at 6447 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 10333 SOUTH AVENUE G.

Alderman Buchanan (10th 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 Avenue G, at 10333 (Handicapped Parking Permit 4277)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8016 SOUTH CARPENTER STREET.

Alderman Evans (21st 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 Carpenter Street, at 8016 (Handicapped Parking Permit 4129)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2815 WEST FARRAGUT AVENUE.

Alderman O'Connor (40th 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 Farragut Avenue, at 2815 (Handicapped Parking Permit 9171)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6544 NORTH GREENVIEW AVENUE.

Alderman O'Connor (40th 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 Greenview Avenue, at 6544 (Handicapped Parking Permit 7850)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7813 SOUTH HAMILTON AVENUE.

Alderman Murphy (18th 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 Hamilton Avenue, at 7813 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8216 SOUTH HOMAN AVENUE.

Alderman Murphy (18th 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 Homan Avenue, at 8216 (Handicapped Parking Permit 6216)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4400 SOUTH HONORE STREET.

Alderman Frias (12th 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 Honore Street, at 4400 (Handicapped Parking Permit 7515)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 9728 SOUTH HOUSTON AVENUE.

Alderman Buchanan (10th 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 Houston Avenue, at 9728 (Handicapped Parking Permit 4331)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2955 NORTH MANGO AVENUE.

Alderman Wojcik (30th 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 Mango Avenue, at 2955 (Handicapped Parking Permit 4649)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5417 NORTH NEWCASTLE AVENUE.

Alderman Levar for Alderman Doherty (41st 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 Newcastle Avenue, at 5417 (Handicapped Parking Permit 7100)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2929 SOUTH WALLACE 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 Wallace Street, at 2929 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3138 SOUTH WALLACE 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 Wallace Street, at 3138 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4630 SOUTH WASHTENAW AVENUE.

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 Washtenaw Avenue, at 4630 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5104 WEST WILSON 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 Wilson Avenue, at 5104 (Handicapped Parking Permit 3214)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4624 SOUTH WOLCOTT AVENUE.

Alderman Frias (12th 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 Wolcott Avenue, at 4624 (Handicapped Parking Permit 1149)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2620 WEST 22ND PLACE.

Alderman Frias (12th 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 22nd Place, at 2620 (Handicapped Parking Permit 8798)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 419 WEST 95TH STREET.

Alderman Evans (21st 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 95th Street, at 419 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1421 WEST 110TH STREET.

Alderman Evans (21st 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 110th Street, at 1421 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION ON PORTION OF NORTH MINNEHAHA AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to repeal a previously passed ordinance which prohibited parking on the west side of North Minnehaha Avenue, from West Hiawatha Avenue to the first alley south thereof, 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
SUAREZ (31st Ward)	West Palmer Street (south side) from North Pulaski Road to the first alley west thereof -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
MELL (33rd Ward)	West Lawrence Avenue, at 4645 -- 8:00 A.M. to 12:00 Midnight -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF WEST GRAND AVENUE.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Grand Avenue (south side) in the 4800 to 5200 blocks -- 7:00 A.M. to 9:00 P.M. -- Monday, Tuesday, Wednesday and Thursday" and inserting in lieu thereof: "West Grand Avenue (south side) in the 4800 to 5200 blocks -- 7:00 A.M. to 9:00 P.M. -- Monday, Wednesday and Friday" and "West Grand Avenue (north side) in the 4800 to 5200 blocks -- 7:00 A.M. to 9:00 A.M. -- Tuesday and Thursday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF SOUTH HARDING AVENUE.

Alderman Rugai (19th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "South Harding Avenue (east side) from West 111th Street to the first alley north of 111th Street -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (no parking)" and inserting in lieu thereof: "South Harding Avenue (east side) from 111th Street to the first alley north of West 111th Street -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (one hour parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF NORTH KEDZIE AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during "rush hours" on portions of various public ways by striking the words: "North Kedzie Avenue, in the 3900 block -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday (no parking)", 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
EVANS (21st Ward)	South Normal Avenue (both sides) in the 9400 block -- 7:00 A.M. to 7:00 P.M. -- Sunday only;
WOJCIK (30th Ward)	West Wolfram Street, in the 5100 block; and North Leclaire Avenue, in the 2800 block -- at all times;
MELL (33rd Ward)	North Albany Avenue (both sides) in the 5000 block -- 5:00 P.M. to 5:00 A.M. -- Monday through Thursday; and 5:00 P.M. Friday through 5:00 A.M. Monday;

Alderman	Location, Distance And Time
	West Argyle Street (both sides) in the 3000 block -- 5:00 P.M. to 5:00 A.M. -- Monday through Thursday; and 5:00 P.M. Friday through 5:00 A.M. Monday;
	West Carmen Avenue (both sides) in the 3100 block -- 5:00 P.M. to 5:00 A.M. -- Monday through Thursday; and 5:00 P.M. Friday through 5:00 A.M. Monday;
	West Henderson Street (both sides) in the 3500 block -- at all times;
ALLEN (38th Ward)	North Osceola Avenue (both sides) between West Forest Preserve Avenue and West Irving Park Road -- at all times.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE IN 4500 BLOCK OF NORTH KARLOV AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Karlov Avenue (both sides) in the 4500 block -- at all times (Zone 116)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE IN 4400 BLOCK OF NORTH KASSON AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "North Kasson Avenue (both sides) in the 4400 block -- at all times (Zone 116)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR EXTENSION OF BOUNDARIES OF RESIDENTIAL PERMIT PARKING ZONE 382.

Alderman Levar for Alderman Hansen (44th Ward) presented a proposed order which would authorize the Commissioner of Transportation to give consideration to extend the boundaries of Residential Permit Parking Zone 382 to include both sides of the 3500 block of North Wilton Avenue, to be in effect daily from 5:00 P.M. to 4:00 A.M., which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
HUELS (11th Ward)	West 36th Street (north side) from a point 30 feet west of South Halsted Street, to the first alley west thereof;

Alderman	Location And Distance
SUAREZ (31st Ward)	West Cortland Street (south side) at 4501, from a point 70 feet west of North Kilbourn Avenue, to a point 180 feet west thereof;
GABINSKI (32nd Ward)	West Chicago Avenue, at 2101 and on North Hoyne Avenue (west side) from West Chicago Avenue to the first alley south thereof;
BANKS (36th Ward)	North Newcastle Avenue (east side) from West North Avenue to the first alley north thereof.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
SHAW (9th Ward)	South Maryland Avenue (east side) from East 104th Street to a point 75 feet south of the Pullman Wheelworks Complex -- at all times -- no exceptions;

Alderman	Location, Distance And Time
NATARUS (42nd Ward)	North Wacker Drive, at 155 -- twenty minute limit -- daily (except for handicapped) two percent downtown handicapped program.

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT INTERSECTION OF WEST DIVERSEY AVENUE AND NORTH MELVINA AVENUE.

Alderman Banks (36th Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the installation of automatic traffic control signals at the intersection of West Diversey Avenue and North Melvina Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF "LEFT TURN" SIGNAL ON PORTION OF NORTH MC CORMICK BOULEVARD.

Alderman Stone (50th Ward) presented a proposed order authorizing the Commissioner of Transportation to consider the installation of "Left Turn" signals for northbound traffic on North McCormick Boulevard at West Devon Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Type Of Sign
GRANATO (1st Ward)	North Wood Street (east side) in the 900 block, from West Walton Street to the first alley thereof -- "Parking For Police Vehicles Only";
BEAVERS (7th Ward)	South Burnham Avenue, at East 84th Street -- "Stop";
	East 76th Street (both sides) from South Yates Avenue to South Luella Avenue -- "No Parking";
	East 81st Street, at South Clyde Avenue -- "Stop";
	East 88th Street, at South Colfax Avenue -- "Stop";
	East 89th Street and South Dauphin Avenue -- "Two-Way Stop";
SHAW (9th Ward)	East 105th Place and South Corliss Avenue -- "Two-Way Stop";
BUCHANAN (10th Ward)	South Escanaba Avenue, at East 132nd Street -- "Stop";
	East 103rd Street and South Crandon Avenue -- "Four-Way Stop";

Alderman	Location And Type Of Sign
	East 113th Street and South Avenue J -- "All-Way Stop";
	East 132nd Street, at South Burley Avenue -- "Stop";
MURPHY (18th Ward)	South Komensky Avenue, at West 81st Place -- "Stop";
	South Lawndale Avenue, at West 85th Place -- "Stop";
RUGAI (19th Ward)	South Sacramento Avenue, at West 106th Street -- "Stop";
EVANS (21st Ward)	South Aberdeen Street, at West 93rd Street -- "Two-Way Stop";
	South Loomis Street, at West 113th Place -- "Stop";
	South May Street, at West 113th Place -- "Stop";
	South Morgan Street, at West 90th Street -- "Stop";
	South Racine Avenue, at West 113th Place -- "Stop";
	West 89th Street, at South Throop Street -- "U-Turn Permitted";
	West 110th Street, at South Throop Street -- "Two-Way Stop";
	West 111th Place, at South Racine Avenue -- "Stop";
	West 111th Place, at South Throop Street -- "Stop";

Alderman	Location And Type Of Sign
	West 113th Street, at South Throop Street -- "Stop";
	West 114th Place, at South Bishop Street -- "Stop";
BURRELL (29th Ward)	West Grand Avenue, at 5811 -- "Fifteen Minute Standing Zone";
	West Grand Avenue, at North Narragansett Avenue -- "No Left Turn";
WOJCIK (30th Ward)	North Mango Avenue, at West Barry Avenue -- "Stop";
	West Roscoe Street, at North Kenneth Avenue -- "Stop";
SUAREZ (31st Ward)	North Harding Avenue and West LeMoyne Street -- "All-Way Stop";
	North Kildare Avenue and West Altgeld Street -- "All-Way Stop";
GABINSKI (32nd Ward)	North Hoyne Avenue and West Churchill Street -- "All-Way Stop";
	North Leavitt Street and West Churchill Street -- "All-Way Stop";
	North Oakley Avenue and West Charleston Street -- "All-Way Stop";
AUSTIN (34th Ward)	South Green Street, at West 102nd Street -- "Stop";
	West 112th Street and South Princeton Avenue -- "Four-Way Stop";

Alderman	Location And Type Of Sign
	West 116th Street and South Parnell Avenue -- "Three-Way Stop";
	West 122nd Street, at South Union Avenue -- "Stop";
BANKS (36th Ward)	West Belle Plaine Avenue and North Pioneer Avenue -- "Four-Way Stop";
	North Narragansett Avenue, on West Wellington Avenue -- "Do Not Enter";
	North Natoma Avenue and West Cortland Street -- "Stop";
GILES (37th Ward)	North Lavergne Avenue, at West Kinzie Street -- "Stop";
O'CONNOR (40th Ward)	North Francisco Avenue, at West Ainslie Street -- "Stop";
	North Greenview Avenue, at West Thome Avenue -- "Two-Way Stop";
	North Washtenaw Avenue, at West Ardmore Avenue -- "Stop";
LEVAR for *DOHERTY* (41st Ward)	West Balmoral Avenue and North Natoma Avenue -- "Four-Way Stop";
	West Catalpa Avenue, at North Natoma Avenue -- "Stop";

Alderman	Location And Type Of Sign
M. SMITH (48th Ward)	West Hollywood Avenue (westbound) at North Broadway -- "No Left Turn -- 4:00 P.M. To 6:00 P.M. -- Monday Through Friday";
	West Hollywood Avenue (eastbound) at North Broadway -- "No Left Turn -- 7:00 A.M. To 9:00 A.M. -- Monday Through Friday";
	North Kenmore Avenue, at 5220 -- "No Parking, Handicapped Loading Zone";
STONE (50th Ward)	West Granville Avenue and North Christiana Avenue -- "Four-Way Stop".

Referred -- CONSIDERATION FOR INSTALLATION OF PARKING LIMITATION SIGN ON PORTION OF WEST CORCORAN PLACE.

Alderman Burrell (29th Ward) presented a proposed order to give consideration to the installation of "One-Hour Limit -- 9:00 A.M. To 6:00 P.M. -- Monday Through Friday" signs at the service drive and on both sides of West Corcoran Place, from North Parkside Avenue to North Waller Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ERECTION OF "ONE-WAY STOP" SIGN ON PORTION OF SOUTH CLYDE AVENUE.

Alderman Dixon (8th Ward) presented an ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "South Clyde Avenue, at the

intersection of East 81st Street -- 'Stop' ", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED ERECTION OF "STOP" SIGN ON PORTION OF WEST FILLMORE STREET.

Alderman Burrell (29th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 19, 1994 (Council Journal of Proceedings, page 56371) which authorized the erection of traffic signs on portions of specified public ways by striking the words: " 'Stop' sign, stopping West Fillmore Street for South Mason Avenue" and inserting in lieu thereof: " 'All-Way Stop' sign, at West Fillmore Street and South Mason Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED ERECTION OF "STOP" SIGNS ON PORTION OF SOUTH LAWNDALE AVENUE.

Alderman Murphy (18th Ward) presented an ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "South Lawndale Avenue, at West 85th Street, for north and southbound traffic -- 'Stop' ", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED ERECTION OF "LOADING ZONE" SIGN ON PORTION OF WEST LELAND AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "West Leland Avenue (north side) from a point 20 feet east of North Winthrop Avenue, to a point 75

feet north thereof -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday -- 'Loading Zone' " and inserting in lieu thereof: "West Leland Avenue (north side) from a point 20 feet east of North Winthrop Avenue, to a point 75 feet north thereof -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday -- 'Loading Zone/Fifteen Minute Standing Zone -- Unattended Vehicles Must Have Lights Flashing' ", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED ERECTION OF "TOW-AWAY ZONE" SIGNS AT 5520 WEST NORTH AVENUE.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "West North Avenue (north side) at 5520 -- 'No Parking/Tow-Away Zone' ", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF STANDING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish standing 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 And Distance
MURPHY (18th Ward)	South Ashland Avenue, at 7919 (fifteen minute limit) 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

Alderman	Location And Distance
BERNARDINI (43rd Ward)	North Sedgwick Street, at West Grant Place (fifteen minute parking with flashers) at all times -- no exceptions;
SHILLER (46th Ward)	West Leland Avenue, at 1065, for a distance of 75 feet -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday.

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREAS.

The aldermen named below presented nineteen 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 GRANATO (1st Ward):

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 1-I bounded by:

West Chicago Avenue; a line 108 feet east of North Campbell Avenue; the alley next south of and parallel to West Chicago Avenue; and a line 72 feet east of North Campbell Avenue.

BY ALDERMAN SHAW (9th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 26-D bounded by:

a line 319.99 feet south of East 104th Street; South Maryland Avenue; a line 342.27 feet south of East 104th Street; and the alley next west of and parallel to South Maryland Avenue.

BY ALDERMAN BUCHANAN (10th Ward):

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 22-B bounded by:

East 89th Street; the public alley next east of and parallel to South Baltimore Avenue (or the west line of the C.R.R./B. & O. Railroad right-of-way line); East 90th Street; and South Baltimore Avenue.

To classify as a B3-3 General Residence District instead of a B3-2 General Retail District and C1-2 Restricted Commercial District the area shown on Map No. 22-B bounded by:

East 91st Street; a line 136 feet west of and parallel to South Commercial Avenue; the public alley next south of and parallel to East 91st Street; the public alley next west of and parallel to South Commercial Avenue; the public alley next north of and parallel to East 92nd Street; South Exchange Avenue; the public alley next south of and parallel to East 91st Street; and a line 61.15 feet east of and parallel to South Exchange Avenue.

BY ALDERMAN HUELS (11th Ward):

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 6-F bounded by:

the alley next north of and parallel to West 26th Street; South Wallace Street; a line 72 feet south of West 26th Street; the alley next west of and parallel to South Lowe Avenue; West 26th Street; and a line 138 feet east of and parallel to South Lowe Avenue.

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 6-G bounded by:

a line 150 feet southeasterly of and parallel to South Hillock Avenue; South Throop Street; a line 175 feet southeasterly of and parallel to South Hillock Avenue; and the alley next southwesterly of and parallel to South Throop Street.

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-G bounded by:

the alley next north of and parallel to West 32nd Street; a line 189 feet east of South Throop Street; West 32nd Street; and a line 165 feet east of South Throop Street.

To classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 6-F bounded by:

the alley next north of and parallel to West 26th Street; a line 150 feet westerly of and parallel to South Lowe Avenue; West 26th Street; South Union Avenue; the alley next south of and parallel to West 26th Street; South Emerald Avenue; West 26th Street; South Emerald Avenue; a line 48 feet north of West 26th Street; and the alley next east of and parallel to South Emerald Avenue.

BY ALDERMAN FRIAS (12th Ward):

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:

the alley next north of and parallel to West 24th Place; a line 260 feet west of South Western Avenue; West 24th Place; and a line 332 feet west of South Western Avenue.

BY ALDERMAN RUGAI (19th Ward):

To classify as an R1 Single-Family Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 24-G bounded by:

the public alley next north of and parallel to West 103rd Street; a north/south line 147.18 feet west of the westerly line of South Charles Street as its point of intersection with West 103rd Street; West 103rd Street; and a north/south line 247.18 feet west of the westerly line of South Charles Street at its point of intersection with West 103rd Street.

BY ALDERMAN WOJCIK (30th Ward):

To classify as an R3 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 7-L bounded by:

the alley next north of and parallel to West Diversey Avenue; North Leclaire Avenue; West Diversey Avenue; and a line 188.20 feet west of North Leclaire Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

To classify as a B4-2 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 9-G bounded by:

the alley next north of and parallel to West Belmont Avenue; a line 198 feet west of North Racine Avenue; West Belmont Avenue; and a line 248 feet west of North Racine Avenue.

BY ALDERMAN BANKS (36th Ward):

To classify as a B2-1 Restricted Retail District instead of a C2-1 General Commercial District the area shown on Map No. 7-N bounded by:

the alley next north of and parallel to West Grand Avenue; a line 68 feet east of North Sayre Avenue; West Grand Avenue; and North Sayre Avenue.

BY ALDERMAN ALLEN (38th Ward):

To classify as an R2 Single-Family Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 9-N bounded by:

the alley next north of and parallel to West Dakin Street; a line 150 feet west of North Narragansett Avenue; West Dakin Street; and North Natchez Avenue.

BY ALDERMAN O'CONNOR (40th Ward) and
ALDERMAN M. SMITH (48th Ward):

To classify as a B4-3 Restricted Service District instead of C1-3 Restricted Commercial District and C2-3 General Commercial District the area shown on Map No. 15-G bounded by:

West Granville Avenue; North Broadway; the alley next south of and parallel to West Granville Avenue; the easterly right-of-way line of the Chicago Transit Authority elevated structure; the alley next north of and parallel to West Thorndale Avenue; the alley next east of and parallel to North Broadway; a line 75 feet north of West Thorndale

Avenue; North Broadway; a line 40 feet north of West Thorndale Avenue; and the alley next west of and parallel to North Broadway.

BY ALDERMAN LEVAR for
ALDERMAN HANSEN (44th Ward):

To classify as an R4 General Residence District instead of an R6 General Residence District the area shown on Map No. 7-G bounded by:

a line 98 feet north of West Barry Avenue; North Kenmore Avenue; West Barry Avenue; and a line 100 feet west of North Kenmore Avenue.

BY ALDERMAN M. SMITH (48th Ward):

To classify as a B4-3 Restricted Service District instead of a C2-3 General Commercial District the area shown on Map No. 13-G bounded by:

West Bryn Mawr Avenue; North Broadway; a line 160 feet south of West Bryn Mawr Avenue; the alley next east of and parallel to North Broadway; a line 55 feet south of West Bryn Mawr Avenue; the easterly right-of-way line of the Chicago Transit Authority elevated structure; West Foster Avenue; the alley next west of and parallel to North Broadway; West Catalpa Avenue; North Broadway; a line 84 feet north of West Catalpa Avenue; and the alley next west of and parallel to North Broadway.

To classify as a B4-3 Restricted Service District instead of C1-3 Restricted Commercial District and C2-3 General Commercial District the area shown on Map No. 15-G bounded by:

a line 53 feet south of West Thorndale Avenue; North Broadway; a line 100 feet south of West Thorndale Avenue; the alley next east of and parallel to North Broadway; the alley next south of and parallel to West Thorndale Avenue; the easterly right-of-way line of the Chicago Transit Authority elevated structure; the alley next north of and parallel to West Bryn Mawr Avenue; North Broadway; the alley next northerly of North Ridge Avenue; and the alley next west of and parallel to North Broadway.

BY ALDERMAN MOORE (49th Ward):

To classify as a B4-3 Restricted Service District instead of C1-3 Restricted Commercial District and C2-3 General Commercial District the area shown on Map No. 15-G bounded by:

the alley next south of and parallel to West Sheridan Road; the easterly right-of-way line of the Chicago Transit Authority elevated structure; the alley next north of and parallel to West Granville Avenue; a line 150 feet east of North Broadway; a line 90 feet north of West Granville Avenue; and North Broadway.

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3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented sixty-seven 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
PRECKWINKLE (4th Ward)	Tudor Gables Building Corporation;
	University Park Condominium;
	5455 -- 5467 South Ellis Co-Op Building;
HOLT (5th Ward)	Blackstone Court Condominium Association;
	Chappel Court Condominium Association;
	Midway Apartment Building Corporation;
	5302 -- 5312 Cornell Condominium Association;

Alderman	Claimant
	5328 -- 5330 South Hyde Park Condominium Association;
	5842 -- 5844 Harper Avenue Condominium Association;
BEAVERS (7th Ward)	Mr. Bernard B. Brantley;
BUCHANAN (10th Ward)	Ms. Carol Barda;
RUGAI (19th Ward)	Camden Court Condominium Association;
	Ms. Dolores Caruso;
	Mr. and Mrs. William Letz;
	Mrs. John Schoenhofen;
EVANS (21st Ward)	Ashland Tower Condominium Association;
	Racine Courts Cooperative;
WOJCIK (30th Ward)	Cameron Courts Condominium Association;
	Keystone Condominium Courts No. 1 (2);
	Keystone Court Condominium Association No. 2 (3);
	Keystone Manor Condominium Association;

Alderman	Claimant
GABINSKI (32nd Ward)	Marshfield Lofts;
	Piano Factory Townhouse Condominium Association;
	3312 North Oakley Condominium Association;
BANKS (36th Ward)	Pueblo Commons Condominium Association;
LAURINO (39th Ward)	Mr. Irwin J. Gustafson;
	Hollywood Park Condominium Association;
	Peterson Park I;
O'CONNOR (40th Ward)	LaFontana Condominium Association;
DOHERTY (41st Ward)	Birch Tree Manor Condominium No. 3;
	Cassiel Condominium Association;
	Chevalier Condominium Association;
	Edgewood Manor IV;
	Friendly Village Number Two Condominium Association;
	Glenmont Court Condominium Association;

Alderman	Claimant
	Innisbrook Condominium Association 1;
	Katherine Condominium Building Association;
	Normandy Condominium (2);
	5139 -- 5143 North East River Road Condominium Association;
	5237 North East River Road Condominium Association;
	5241 North East River Road Condominium Association;
NATARUS (42nd Ward)	Beekman Place Homeowners Association;
	Dearborn Terrace Condominium Association;
	Gold Coast Condominium;
	Twelve Nine Astor Building Corporation;
	100 East Walton Condominium Association;
	999 Lake Shore Drive Corporation;
	1255 North State Parkway Condominium Association;
LEVAR for *HANSEN* (44th Ward)	Ms. Rosalie Smith;

Alderman	Claimant
LEVAR (45th Ward)	Gunnison Point Condominium Association;
SHILLER (46th Ward)	3900 North Lake Shore Drive Condominium Association;
M. SMITH (48th Ward)	Surfside Condominium;
MOORE (49th Ward)	Chateau Beauvais Condominium Association;
	Greenleaf Apartment Building Corporation, Incorporated;
	Flairwood Condominiums;
	Northgate Pier Condominium Association;
	Sherwin on the Lake Condominium Association;
	1220 -- 1222 West Sherwin Condominium Association;
	1325 Birchwood Building Condominium Association;
	1440 Sherwin Condominium Association;
	7721 -- 7723 Sheridan Condominium Association;
STONE (50th Ward)	Claremont Court Condominium Association;
	Sherwood Castle Condominium Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN GRANATO (1st Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST EVERGREEN AVENUE, WEST POTOMAC AVENUE, NORTH HOYNE AVENUE AND NORTH DAMEN AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the first north/south 16 foot public alley west of North Damen Avenue in the block bounded by West Evergreen Avenue, West Potomac Avenue, North Hoyne Avenue and North Damen Avenue for Kevin Dermody (File No. 6-1-94-1880); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Granato moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman Granato, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- AUTHORIZATION FOR ISSUANCE OF STREET CLOSING PERMITS, FREE OF CHARGE, TO HOLY INNOCENTS CHURCH IN CONJUNCTION WITH CARNIVAL.

Also, a proposed order authorizing the Director of Revenue to issue street closing permits, free of charge, to Holy Innocents Church in conjunction with their carnival to be held on portions of North Armour Street, West Superior Street and North Bishop Street, for the period extending May 27 through June 5, 1995, which was *Referred to the Committee on Finance.*

Referred -- ISSUANCE OF FOOD VENDOR AND ITINERANT MERCHANT LICENSES, FREE OF CHARGE TO PARTICIPANTS IN HOLY INNOCENTS CHURCH UNITY CARNIVAL IV.

Also, a proposed order authorizing the Director of Revenue to issue Food Vendor and Itinerant Merchant Licenses, free of charge, to participants in the Holy Innocents Church Unity Carnival IV to be held on portions of North Armour Street, West Superior Street and North Bishop Street, for the period extending May 28 through June 4, 1995, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO HOLY INNOCENTS CHURCH FOR CONDUCT OF SUMMERFEST AND/OR CARNIVAL.

Also, a proposed order authorizing the Commissioner of Transportation to

issue a permit to Holy Innocents Church for the purpose of conducting a summerfest and/or carnival on portions of North Armour Street, West Superior Street and North Bishop Street, for the period extending May 28 through June 4, 1995 and further, requiring the Commissioner of Transportation to provide barricades to prohibit vehicular traffic on the streets affected, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 2601 WEST DIVISION STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to American Union Saving and Loan Association to construct, maintain and use two canopies to be attached or attached to the building or structure at 2601 West Division Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HAITHCOCK (2nd 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:

Metropolitan Pier and Exposition Authority -- for two canopies at 2301 South Dr. Martin Luther King, Jr. Drive; and

Tassonick, Ltd. -- for one canopy at 1400 South Canal Street.

Presented By

ALDERMAN TILLMAN (3rd Ward):

Referred -- APPROVAL OF PROPERTY AT SOUTHEAST CORNER OF WEST 47TH STREET AND SOUTH WALLACE STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

A proposed resolution to approve the property at the southeast corner of West 47th Street and South Wallace Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development.*

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- GRANT OF PRIVILEGE TO BOSTON MARKET/BOSTON CHICKEN TO CONSTRUCT, MAINTAIN AND USE CATCH BASIN ADJACENT TO 1424 EAST 53RD STREET.

A proposed ordinance to grant permission and authority to Boston Market/Boston Chicken to construct, install, maintain and use a catch basin adjacent to the premises at 1424 East 53rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF PLAT OF CORNELL SQUARE SUBDIVISION ON PORTION OF SOUTH CORNELL AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio

Examiner of Subdivisions, to approve a plat of Cornell Square Subdivision lying between the Illinois Central Gulf Railroad and South Cornell Avenue and having a frontage along the east line of South Cornell Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HOLT (5th Ward):

Referred -- EXEMPTION OF STEP, INCORPORATED FROM VARIOUS CITY FEES FOR YEAR 1995 FOR ERECTION AND MAINTENANCE OF BUILDING.

A proposed ordinance providing inclusive exemption to STEP, Incorporated, under its not-for-profit status, from various city fees for the year 1995 for the erection and maintenance of a building, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT 7200 SOUTH EXCHANGE AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to Israel Academy School to conduct a sidewalk sale in front of the school at 7200 South Exchange Avenue on May 19 and 21, 1995, during the hours of 11:00 A.M. and 7:30 P.M., each day, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PUBLIC BUILDING COMMISSION OF CHICAGO URGED TO PROVIDE FUNDING FOR MULTI-PURPOSE ROOM ADDITION FOR HOYNE ELEMENTARY SCHOOL.

Also, a proposed resolution urging the Public Building Commission of Chicago to provide funding to Hoyne Elementary School for the construction of a multi-purpose room addition to be used for special education, physical education and library science programs, which was *Referred to the Committee on Education.*

Presented By

ALDERMAN BEAVERS (7th Ward)
And OTHERS:

Referred -- COMMITTEE ON POLICE AND FIRE URGED TO HOLD HEARINGS ON INCREASING FAILURE RATE OF CHICAGO POLICE CADETS TO PASS ILLINOIS LAW ENFORCEMENT CERTIFICATION EXAMINATION.

A proposed resolution, presented by Aldermen Beavers, Steele, Dixon, Shaw, Murphy, Rugai, Evans, Allen and Shiller, urging the Committee on Police and Fire to hold hearings into the increasing failure rate of Chicago police cadets to pass the Illinois Law Enforcement Certification Examination and calling upon testimony from the Director of the Personnel Division, the Commander of the Training Division, as well as other relevant administrative officers and instructors of the Chicago Police Department, with the view toward revising the existing training program, if necessary, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT 8643 SOUTH COTTAGE GROVE AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to Reiter's Draperies/Mr. David Homan to conduct a sidewalk sale at 8643 South Cottage Grove Avenue on June 15 and 16, 1995, during the hours of 9:00 A.M. to 8:00 P.M. and on June 17, 1995, during the hours of 9:00 A.M. to 5:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 8620 SOUTH STONY ISLAND AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Doty Nash Funeral Home Ltd. to construct, maintain and use one canopy to be attached or attached to the building or structure at 8620 South Stony Island Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SHAW (9th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED DEMOLISHED.

Five proposed ordinances reading as follows (the italic heading in each case not being a part of the ordinance):

10503 South Edbrooke Avenue.

WHEREAS, The building at the following location to wit: 10503 South Edbrooke 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 at the following location to wit: 10503 South Edbrooke Avenue is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

10511 South Edbrooke Avenue.

WHEREAS, The building at the following location to wit: 10511 South Edbrooke 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 at the following location to wit: 10511 South Edbrooke Avenue is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

10513 South Edbrooke Avenue.

WHEREAS, The building at the following location to wit: 10513 South Edbrooke 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 at the following location to wit: 10513 South Edbrooke Avenue is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

10559 South Edbrooke Avenue.

WHEREAS, The building at the following location to wit: 10559 South Edbrooke 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 at the following location to wit: 10559 South Edbrooke Avenue is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

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116 East 107th Street.

WHEREAS, The building at the following location to wit: 116 East 107th Street 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 at the following location to wit: 116 East 107th Street is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

Alderman Shaw moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinances. The motion *Prevailed.*

On motion of Alderman Shaw, the foregoing proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Presented By

ALDERMAN SHAW (9th Ward)
And OTHERS:

Referred -- CHICAGO COMMISSION ON HUMAN RELATIONS URGED TO INVESTIGATE ALLEGATIONS OF RACISM AMONG UNITED AIRLINES EMPLOYEES AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

A proposed resolution, presented by Aldermen Shaw, Preckwinkle, Steele, Beavers, Frias, Jones, Streeter, Evans, Chandler, Medrano, Burnett, Burrell, Austin, Giles, Shiller and Moore, calling upon the Chicago Police Department and appropriate state and federal officials to abet the Chicago Commission on Human Relations to undertake a full-scale investigation of allegations of racist behavior among employees of United Airlines at their Chicago O'Hare International Airport terminal, which was *Referred to the Committee on Human Relations.*

Presented By

ALDERMAN BUCHANAN (10th Ward):

Referred -- WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT PERMIT FEES FOR PARTICIPANTS IN HEGEWISCH FEST 1995.

A proposed order authorizing the Director of Revenue to waive the permit fees for food vendors and itinerant merchants participanting in the Hegewisch Fest 1995, to be held on portions of South Baltimore Avenue, South Brandon Avenue and East 133rd Street, on August 5 and August 6, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF ALL DEPARTMENTAL FEES AND SURETIES FOR VARIOUS FESTIVALS SPONSORED BY LATIN AMERICAN YOUTH CENTER.

Three proposed orders authorizing the City Comptroller to waive all departmental fees and sureties for the various festivals sponsored by the Latin American Youth Center to take place at the locations noted and during the periods specified, which were *Referred to the Committee on Finance,* as follows:

Pan-American Festival -- to be held at Soldier Field, for the period extending August 11 through August 13, 1995;

Primavera Musical Festival -- to be held at the International Amphitheatre, 4220 South Halsted Street, for the period extending May 27 through May 29, 1995; and

Viva Mexico Festival -- to be held at the International Amphitheatre, 4220 South Halsted Street, for the period extending July 21 through July 23, 1995.

Presented By

ALDERMAN FRIAS (12th Ward):

Referred -- APPROVAL OF PROPERTIES AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Two proposed resolutions to approve the properties at 1921 -- 1927 South Fairfield Avenue and 2441 West 48th Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which were *Referred to the Committee on Economic and Capital Development.*

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN SAINT SYMPHOROSA FAMILY FEST.

A proposed order authorizing the Director or Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in Saint Symphorosa Family Fest to be held at 6135 South Austin Avenue, for the period extending August 11 through August 13, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF STREET CLOSING FEES FOR PARTICIPANTS IN SAINT SYMPHOROSA FAMILY FEST.

Also, a proposed order authorizing the Commissioner of Transportation to

waive the street closing fees for participants in the Saint Symphorosa Family Fest to be held at 6135 South Austin Avenue, for the period extending August 11 through August 13, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 3512 WEST 60TH PLACE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Anacleto Flores to park his pickup truck and/or van at 3512 West 60th Place 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 JONES (15th Ward)
And OTHERS:

Referred -- EXPRESSION OF OPPOSITION TO CLOSURE AND RELOCATION OF LINDBLOOM TECHNICAL HIGH SCHOOL.

A proposed resolution, presented by Aldermen Jones, Haithcock, Preckwinkle, Holt, Beavers, Dixon, Shaw, Streeter, Murphy, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Suarez, Gabinski, Austin, Giles, Natarus, Benardini and Levar, expressing opposition to the closure and relocation of Lindbloom Technical High School and urging the Board of Education to vote against such measure, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented For

ALDERMAN COLEMAN (16th Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH MORGAN STREET AS "REVEREND H. L. MESSENGER STREET".

A proposed order, presented by Alderman Streeter, directing the Commissioner of Transportation to give consideration to honorarily designate that part of South Morgan Street, from West 58th Street to West 59th Street, as "Reverend H. L. Messenger Street", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF SOUTH HOMAN AVENUE FOR CONDUCT OF SUMMER VACATION BIBLE SCHOOL.

A proposed order directing the Commissioner of Transportation to grant permission to Ashburn Baptist Church to close to traffic that part of South Homan Avenue, from West 83rd Street to West 83rd Place, for the period extending July 10 through July 15, 1995, during the hours of 7:30 A.M. to 1:00 P.M. and on July 16, 1995, during the hours of 3:00 P.M. to 9:00 P.M., for the conduct of a summer vacation bible school, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST 80TH STREET FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Transportation to

grant permission to Rosenwald Elementary School to close to traffic the 2500 block of West 80th Street for the period extending May 15 through June 16, 1995, during the hours of 8:15 A.M. to 9:00 A.M. and 2:30 P.M. to 3:00 P.M. on all school days, for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- GRANT OF PRIVILEGE TO JAVA EXPRESS LTD. (DOING BUSINESS AS JAVA EXPRESS) FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Java Express Ltd., doing business as Java Express, to maintain and use a portion of the public way adjacent to 10701 South Hale Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023 OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES IN SPECIFIED AREAS OF TWENTY-SECOND WARD.

A proposed ordinance to amend Title 4, Chapter 60, Sections 022 and 023 of the Municipal Code of Chicago by disallowing the issuance of additional alcoholic liquor and package goods licenses in specified areas of the 22nd Ward, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(a) OF MUNICIPAL CODE OF CHICAGO TO EXEMPT TWENTY-SECOND WARD FROM CERTAIN RESIDENTIAL PARKING RESTRICTIONS.

Also, a proposed ordinance to amend Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago by exempting the 22nd Ward from the residential parking restrictions relating to pickup trucks and/or vans, provided that said trucks or vans weigh under 4,500 lbs., have no outstanding parking violations and bear special parking permits, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR WAIVER OF SPECIAL EVENT FEES FOR PARTICIPANTS IN VICTORY OUTREACH CHURCH ANNUAL SONSHINE FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the special events fees for participants in Victory Outreach Church Annual Sonshine Festival to be held at 2605 South Karlov Avenue for the period extending July 21 through July 23, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF RAFFLE LICENSE, FREE OF CHARGE, IN CONJUNCTION WITH FESTIVAL SPONSORED BY SAINT JANE DE CHANTAL CHURCH.

A proposed order authorizing the Director of Revenue to issue a Raffle License for the year 1995, free of charge, in conjunction with a festival to be sponsored by Saint Jane de Chantal Church, 5252 South Austin Avenue, on October 14, 1995, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN MEDRANO (25th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN HEART OF ITALY STREET FESTIVAL.

A proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in the Heart of Italy Street Festival to be held on that part of South Oakley Avenue, from West 24th Street to West 25th Street, for the period extending June 2 through June 4, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 2157 SOUTH DAMEN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to George Jimenez/American Awnings to construct, maintain and use one canopy to be attached or attached to the building or structure at 2157 South Damen Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- COMMITTEE ON HEALTH URGED TO HOLD HEARINGS ON PROPOSED CUTS IN STATE FUNDING FOR MEDICAID PROGRAM.

Also, a proposed resolution urging the Committee on Health to hold immediate hearings into the proposed budgetary cuts in Medicaid funding by the State of Illinois and determine the impact of these cuts on the Chicago area health care system, which was *Referred to the Committee on Health.*

Presented By

ALDERMAN MEDRANO (25th Ward)
And OTHERS:

CONGRATULATIONS EXTENDED TO CHICAGO FIRE COMMISSIONER RAYMOND E. OROZCO ON BEING CHOSEN TO RECEIVE HOLY TRINITY HIGH SCHOOL'S "SPES UNICA" AWARD.

A proposed resolution, presented by Aldermen Medrano, Granato, Beavers, Frias, Burke, Ocasio and Colom, reading as follows:

WHEREAS, Chicago Fire Commissioner Raymond E. Orozco has been chosen to receive the "Spes Unica" Award, the highest award given by Holy Trinity High School; and

WHEREAS, A thirty-six year veteran of Chicago's great Fire Department, Commissioner Raymond E. Orozco has served on virtually every level of public service within the department since 1959; he was ultimately appointed commissioner on April 24, 1989; and

WHEREAS, Under Commissioner Raymond E. Orozco's leadership, the Chicago Fire Department has become one of the finest and most effective in the nation. Commissioner Orozco is coordinator of the City of Chicago's Emergency Preparedness and Disaster Service and has faced several disasters, including the Chicago Flood of 1992, in which he evacuated over one million people from the Chicago Loop without a single injury reported; and

WHEREAS, No one is more deserving of the prestigious "Spes Unica" Award than Chicago Fire Commissioner Raymond E. Orozco; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this seventeenth day of May, 1995, A.D., do hereby congratulate Chicago Fire Commissioner Raymond E. Orozco on having been chosen to receive Holy Trinity High School's prestigious "Spes Unica" Award, and wish this outstanding public figure continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Fire Commissioner Raymond E. Orozco.

Alderman Medrano 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 Medrano, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- GRANT OF PRIVILEGE TO BORIKEN BAKERY AND CAFE FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Boriken Bakery and Cafe to maintain and use a portion of the public way adjacent to 2638 West Division Street 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 INSTALL SIGN/SIGNBOARD AT 2600 WEST DIVERSEY AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Lite-Rite Electric Co. to install a sign/signboard at 2600 West Diversey Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT 1901 WEST MADISON STREET.

Two proposed orders directing the Commissioner of Buildings to issue permits to White Way Sign Company to install signs/signboards at 1901 West Madison Street, which were *Referred to the Committee on Buildings.*

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST WASHINGTON BOULEVARD AS "EARLEAN LINDSEY DRIVE".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate that part of West Washington Boulevard, from North Damen Avenue to North Western Avenue, as "Earlean Lindsey Drive", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 932 WEST WASHINGTON BOULEVARD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to McDermott Foundation to construct, maintain and use one canopy to be attached or attached to the building or structure at 932 West Washington Boulevard, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHTS AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Transportation to give consideration to the installation of alleylights behind the premises at the locations specified, which were *Referred to the Committee on Finance,* as follows:

3526 West Jackson Boulevard -- one alleylight; and

4903 West Hubbard Street -- one alleylight.

Referred -- APPROVAL OF PROPERTY AT 4519 WEST LAKE STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 4519 West Lake Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN WOJCIK (30th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023 OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES IN SPECIFIED AREAS OF THIRTIETH WARD.

Two proposed ordinances to amend Title 4, Chapter 60, Sections 022 and 023

of the Municipal Code of Chicago by prohibiting the issuance of additional alcoholic liquor and package goods licenses in specified areas of the 30th Ward, which were *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF TITLE 4, CHAPTER 156 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 485 TO FURTHER REGULATE ISSUANCE OF PUBLIC PLACE OF AMUSEMENT LICENSES.

Also, a proposed ordinance to amend Title 4, Chapter 156 of the Municipal Code of Chicago by adding thereto a new Section 485 which would prohibit the issuance of a Public Place of Amusement License to establishments where motor vehicles are washed when the public amusement is conducted in the same area as other licensed activities, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- STANDARDIZATION OF PORTION OF NORTH KEDVALE AVENUE AS "ELLA LABAGH DRIVE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of the 4200 block of North Kedvale Avenue as "Ella Labagh Drive", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF WEST BLOOMINGDALE AVENUE AND PUBLIC ALLEY IN AREA BOUNDED BY WEST NORTH AVENUE, NORTH ELSTON AVENUE, WEST BLOOMINGDALE AVENUE AND CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the southerly half of West Bloomingdale Avenue, lying between the westerly line of North Elston Avenue extended northerly and the easterly line of North Besly Court extended northerly and which lies southerly of a curved line drawn from a point in the northerly line of the southerly half of said West Bloomingdale Avenue; said point being 55.60 feet westerly of the westerly line of North Elston Avenue extended northerly, to a point on the easterly line of North Besly Court extended northerly; said point being 6.82 feet northerly of the southerly line of said West Bloomingdale Avenue together with that part of West Wabansia Avenue lying westerly of the westerly line of North Besly Court and easterly of the easterly line of the Chicago and Northwestern Railroad right-of-way; together with the northerly 209.36 feet, more or less, of the 15 foot northwesterly and southeasterly 15 foot public alley, lying southerly of the southerly line of West Wabansia Avenue in the area bounded by West North Avenue, North Elston Avenue, West Bloomingdale Avenue and the easterly right-of-way of the Chicago and Northwestern Railroad for Sipi Metals Corporation (File No. 32-32-95-1921); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Gabinski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman Gabinski, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO DIVERSEY-PAULINA BUILDING CORPORATION TO INSTALL, MAINTAIN AND USE INSPECTION MANHOLES ADJACENT TO 1700 WEST DIVERSEY PARKWAY.

Also, a proposed ordinance to grant permission and authority to Diversey-Paulina Building Corporation to install, maintain and use three inspection manholes adjacent to the building at 1700 West Diversey Parkway, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Also, four 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:

Augie's -- adjacent to 1721 West Wrightwood Avenue;

North Damen Group, Inc., doing business as Avanti Populo -- adjacent to 1616 North Damen Avenue;

Northside Cafe, Inc. -- adjacent to 1635 North Damen Avenue; and

Starbucks Coffee -- adjacent to 2200 North Clybourn Avenue.

11:00 A.M. to 6:00 P.M.; August 24 and 25, 1995, from 10:00 A.M. to 8:00 P.M.; and August 26 and 27, 1995, from 11:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 2300 WEST CHICAGO AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Violet Berk Flowers, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 2300 West Chicago Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- GRANT OF PRIVILEGE TO ABBEY PUB, INC. FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Abbey Pub, Inc. to maintain and use a portion of the public way adjacent to 3420 West Grace Street 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 INSTALL SIGN/SIGNBOARD AT 3233 WEST ADDISON STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Kiefer & Company to install a sign/signboard at 3233 West Addison Street, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 3100 WEST IRVING PARK ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Furman Funeral Home to construct, maintain and use one canopy to be attached or attached to the building or structure at 3100 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MELL (33rd Ward)
And OTHERS:

Referred -- ILLINOIS GENERAL ASSEMBLY URGED TO SUSPEND DRIVERS LICENSES OF CONVICTED VANDALS.

A proposed resolution, presented by Aldermen Mell, Wojcik, Colom and Banks, urging the Illinois General Assembly to enact legislation which would penalize persons found guity of vandalism with a one-year suspension of their driver's license in addition to any penalties already existing, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- AMENDMENT OF ORDINANCE WHICH HONORARILY DESIGNATED PORTION OF SOUTH STATE STREET AS "REVEREND RAYMOND G. WARD DRIVE".

A proposed ordinance to amend an ordinance which was passed by the City Council on November 30, 1994 (Council Journal of Proceedings, page 62953) which authorized the honorary designation of a portion of South State Street as "Reverend Raymond G. Ward Drive" by deleting the words: "South State

Street, from West 113th Street to West 114th Street" and inserting in lieu thereof: "113th Street, from South Perry Avenue to South Michigan Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIFIED PERMITS AND LICENSES, FREE OF CHARGE, FOR PARTICIPANTS IN SAINT PASCHAL'S CHURCH CARNIVAL.

A proposed order authorizing the Director of Revenue to issue Street Closing Permits, Food Vendor Licenses and Market Vendor Licenses, free of charge, for participants in a carnival sponsored by Saint Paschal's Church, to be held on portions of North Moody Avenue, North Melvina Avenue and the first alley north of West Irving Park Road, for the period extending May 31, 1995 through June 4, 1995, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 4846 NORTH ROCKWELL STREET.

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Nery M. Pineda to park his pickup truck and/or van at 4846 North Rockwell Street in accordance with the provisions of Title 9, Chapter 48, Section 020 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented For

ALDERMAN DOHERTY (41st Ward):

Referred -- APPROVAL FOR CONSTRUCTION AND MAINTENANCE OF BUS PASSENGER SHELTER AT INTERSECTION OF NORTH LEHIGH AVENUE AND NORTH CENTRAL AVENUE.

A proposed ordinance, presented by Alderman Levar, approving the construction and maintenance of a bus passenger shelter for northbound traffic at the intersection of North Lehigh Avenue and North Central Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT 5615 NORTH CUMBERLAND AVENUE.

Also, two proposed orders, presented by Alderman Stone, directing the Commissioner of Buildings to issue permits to Olympic Signs, Inc. to install signs/signboards at 5615 North Cumberland Avenue, which were *Referred to the Committee on Buildings.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF NORTH CANFIELD AVENUE.

Also, a proposed order, presented by Alderman Levar, directing the Commissioner of Transportation to grant permission to Events Chicago, Ms. Janice Buehl, to conduct a sidewalk sale on North Canfield Avenue, from West Talcott Avenue to the first alley south thereof, for the period of June 16 and 17, 1995, during the hours of 9:00 A.M. to 5:00 P.M., each day, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- EXPRESSION OF SUPPORT TO CHICAGOLAND'S NORTHWEST ASSOCIATION OF REALTORS IN EFFORTS TO MAINTAIN FEDERAL HOME MORTGAGE INTEREST DEDUCTION.

Also, a proposed resolution, presented by Alderman Stone, commending and supporting Chicagoland's Northwest Association of Realtors for its efforts to persuade the United States Senate and United States House of Representatives to maintain the home mortgage interest deduction, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN NATARUS (42nd Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED DEMOLISHED.

Two proposed ordinances reading as follows (the italic heading in each case not being a part of the ordinance):

22 East Chestnut Street.

WHEREAS, The building at the following location, to wit: 22 East Chestnut Street, 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 at the following location, to wit: 22 East Chestnut Street, is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause the demolishment of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

220 West Grand Avenue.

WHEREAS, The building at the following location, to wit: 220 West Grand 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 at the following location, to wit: 220 West Grand Avenue, is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause the demolishment of same.

SECTION 2. This ordinance shall be effective upon its passage and publication.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinances. The motion *Prevailed.*

On motion of Alderman Natarus, the foregoing proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Malisoff Hotel Partnership/Best Western River North Hotel -- to maintain and use an existing vault adjacent to 545 North LaSalle Street; and

Scribcor, Inc. -- to construct, maintain and use six hexagonal tree planters adjacent to 400 -- 410 North 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:

Limit-Up Pasta II -- adjacent to 29 West Lake Street;

Mondelli's Lounge, Inc., doing business as Mondelli's -- adjacent to 7 East Oak Street;

Prime Time Foodworks & Deli -- adjacent to 455 North City Front Plaza;

Ristorante Vita -- adjacent to 217 West Huron Street;

Tulips Cafe, Inc. -- adjacent to 680 North Lake Shore Drive;

Vanaris, Inc., doing business as Wabash Grill & Pizzeria -- adjacent to 39 South Wabash Avenue; and

Whitehall Hotel Restaurant -- adjacent to 105 East Delaware Place.

Referred -- VACATION AND DEDICATION OF SPECIFIED PUBLIC ALLEYS AND EXEMPTION FROM PAYMENT OF FEES AND CHARGES RELATED THERETO.

Also, a proposed ordinance authorizing the vacation of the public alley described as the south 119.84 feet, more or less, of the north 225.63 feet, more or less, of the north/south 18 foot public alley in the block bounded by East Adams Street, East Jackson Boulevard, South Michigan Avenue and South Wabash Avenue; the dedication and opening up for public use as a public alley

by The Orchestral Association of the property described as the north 18.00 feet of the south 19.50 feet of the north three-quarters of Lot 7 in Block 5 in Fractional Section 15 (except that part thereof taken or used for alley), in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; and the exemption of The Orchestral Association from the payment of any fees or charges associated with the aforementioned vacation and dedication, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, five proposed orders directing the Commissioner of Buildings to issue permits to the applicants listed to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings,* as follows:

Patrick Media Group, Inc. -- for one sign/signboard at 641 -- 649 North Dearborn Street;

Triangle Sign Co. -- for one sign/signboard (main ID Sign) at 59 West Hubbard Street;

Triangle Sign Co. -- for one sign/signboard (marquee) at 59 West Hubbard Street;

Universal Outdoor, Inc. -- for one sign/signboard at 142 West Hubbard Street; and

Universal Outdoor, Inc. -- for one sign/signboard at 601 North Wells Street.

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, three proposed orders authorizing the Director of Revenue to waive the itinerant merchant license fees for participants in the events named, to take

place during the periods noted, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

American Society of Artists, Inc.'s 4th Annual Michigan Avenue Arts & Crafts Experience -- for the period of July 14 and 15, 1995;

Greater State Street Council's Celebration on State Street -- for the period extending June 14 through 17, 1995; and

Scottish Festivals Ltd.'s Chicago Highland Games & Scottish Festival -- for the period of June 16 and 17, 1995.

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT 206 NORTH MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Paul A. Harris Store, Ms. Arlene Ruiz, to conduct a sidewalk sale at 206 North Michigan Avenue, for the period extending May 24 through May 27, 1995, during the hours of 9:00 A.M. to 5:30 P.M., each day, 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, five 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:

Clark Street Deli & Subs & Such -- for one canopy at the Mezzanine Level of Union Station;

Crain Communications, Inc. -- for one canopy at 740 North Rush Street;

Mr. Dominick Deleo -- for one canopy at 1119 West Taylor Street;

METRA -- for two canopies at 115 North Clinton Street/150 North Canal Street; and

Unique Accents -- for one canopy at 70 East Oak Street.

Presented By

ALDERMAN NATARUS (42nd Ward) And ALDERMAN BERNARDINI (43rd Ward):

Referred -- AMENDMENT OF TITLE 17, ARTICLES 3 AND 8 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY ADDING CERTAIN DEFINITIONS AND CHANGING CERTAIN RESTRICTIONS PERTAINING TO SIGNS IN SPECIFIED ZONING DISTRICTS.

A proposed ordinance to amend Title 17, of the Municipal Code of Chicago (the Chicago Zoning Ordinance) by adding to Article 3, Section 3.2, definitions for "foot lambert", "lambert" and "ground sign"; by deleting from Article 8, Section 8.4-6, roof signs in excess of 50 feet in height from curb level as special uses allowed within B6-6 and B6-7 Restricted Central Business Districts; and changing within Article 8, Section 8.9-6, certain restrictions pertaining to non-flashing business signs in B6-6 and B6-7 Restricted Central Business Districts; which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN BERNARDINI (43rd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Four 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:

Cucina Bella -- adjacent to 543 West Diversey Parkway;

Nookies on Wells, doing business as Nookies -- adjacent to 1746 North Wells Street;

Starbucks Coffee Company, doing business as Starbucks Coffee -- adjacent to 617 West Diversey Parkway; and

Starbucks Coffee Company, doing business as Starbucks Coffee -- adjacent to 2200 North Halsted Street.

Presented For

ALDERMAN HANSEN (44th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Three proposed ordinances, presented by Alderman Levar, 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:

Mr. Milan Perencevic, doing business as Cafe Milan -- adjacent to 3332 North Broadway;

Coffee & Tea Exchange -- adjacent to 3300 North Broadway; and

Leona's Pizzeria, Inc., doing business as Leona's -- adjacent to 3215 North Sheffield Avenue.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF STREET CLOSING PERMIT FEES FOR PARTICIPANTS IN OUR LADY OF VICTORY CHURCH SUMMER FESTIVAL.

A proposed order authorizing the Director of Revenue to waive the Street Closing Permit fees for participants in the summer festival sponsored by Our Lady of Victory Church, to be held on West Sunnyside Avenue, between North Laramie Avenue and North Lockwood Avenue, for the period extending June 7 through June 11, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION TO HOLD ANNUAL SIDEWALK SALE AND ARTS AND CRAFT FAIR ON PORTIONS OF NORTH CICERO AVENUE, NORTH MILWAUKEE AVENUE AND WEST IRVING PARK ROAD.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the Portage Park Chamber of Commerce, in care of Ms. Jeannine Smentek, to conduct their annual sidewalk sale and arts and craft fair on portions of North Cicero Avenue, North Milwaukee Avenue and West Irving Park Road, for the period extending July 27 through July 29, 1995, during the hours of 9:00 A.M. and 9:00 P.M., and July 30, 1995, during the hours of 9:00 A.M. and 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 1825 WEST LAWRENCE AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit

to Aurora Sign Co. to install a sign/signboard at 1825 West Lawrence Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AMENDMENT OF TITLE 4 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATING OFF-STREET PARKING REQUIREMENTS FOR BUSINESSES INVOLVED IN SALE, RENTAL, LEASE OR REPAIR OF MOTOR VEHICLES.

A proposed ordinance to amend Title 4, Chapter 4 of the Municipal Code of Chicago by the addition of a new Section 175, entitled "Off-Street Parking Requirements" which would define parking requirements for renewal of a license for businesses involved in the sale, rental or lease of motor vehicles, establish fines and penalties for the violation of said provisions, and provide for the enforcement thereof; and to amend Title 4, Chapter 228, Sections 020, 040 and 070, which would add certain vehicle storage capacity and parking requirements for motor vehicle repair shops and require the maintenance of an up-to-date log of vehicles accepted for estimate or repair, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AUTHORIZATION FOR WAIVER OF ALL NECESSARY PERMIT FEES FOR PARTICIPANTS IN SAINT ANDREW GREEK ORTHODOX CHURCH FESTIVAL.

Also, a proposed ordinance authorizing the Department of Revenue, the Department of Transportation, the Department of Streets and Sanitation, the

Department of Buildings and the Department of Fire to waive all necessary permit fees for participants in the Saint Andrew Greek Orthodox Church Festival, to be held on the church grounds at 5649 North Sheridan Road, on July 9, 1995, during the hours of 12:00 Noon to 11:00 P.M., which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AUTHORIZATION FOR WAIVER OF SIDEWALK SALE PERMIT FEE FOR EAST EDGEWATER CHAMBER OF COMMERCE.

Also, a proposed order authorizing the Department of Transportation to waive the Sidewalk Sale Permit fee for sidewalk sales sponsored by the East Edgewater Chamber of Commerce, a not-for-profit agency, to be held on West Bryn Mawr Avenue, from 1100 to 1155, for the periods extending June 1 through June 3, 1995; July 6 through July 8, 1995; August 3 through August 5, 1995; September 7 through September 9, 1995; and October 5 through October 7, 1995, during the hours of 8:00 A.M. and 7:00 P.M., each day, which was *Referred to the Committee on Finance.*

Referred -- CONSIDERATION FOR ERECTION OF "NO DRINKING" AND "NO DRUGS" SIGNS ON PORTION OF NORTH WINTHROP AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to the erection of "No Drinking" and "No Drugs" signs on both sides of North Winthrop Avenue, commencing at 5017 and proceeding south to West Argyle Street, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- GRANT OF PRIVILEGE TO LEONA'S PIZZERIA, INC. (DOING BUSINESS AS LEONA'S PIZZERIA) FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Leona's Pizzeria, Inc., doing business as Leona's Pizzeria, to maintain and use a portion of the public way adjacent to 6935 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 STREET CLOSING PERMITS AND ITINERANT MERCHANT LICENSES, FREE OF CHARGE, FOR PARTICIPANTS IN UNITED CHURCH OF ROGERS PARK CARNIVAL.

Also, a proposed order authorizing the Director of Revenue to issue all necessary Street Closing Permits and Itinerant Merchant Licenses, free of charge, for participants in the carnival sponsored by the United Church of Rogers Park, to be held on North Ashland Avenue, between West Farwell Avenue and West Morse Avenue, for the period extending September 27 through September 30, 1995 (street closing to be from 12:00 Noon on September 25, 1995 to 12:00 Noon on October 1, 1995), which was *Referred to the Committee on Special Events and Cultural Affairs.*

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 FRIAS (12th Ward):

Cook County Board of Commissioners -- for construction of a boot camp for use by the Cook County Sheriff's office on the premises known as 2800 South Rockwell Street.

BY ALDERMAN ZALEWSKI (23rd Ward):

Chicago Board of Education/Hearst Elementary School -- for electrical installations on the premises known as 4640 South Lamon Avenue.

BY ALDERMAN MEDRANO (25th Ward):

Pilsen Assembly of God -- for rehabilitation on the premises known as 1622 South Blue Island Avenue.

BY ALDERMAN OCASIO (26th Ward):

Fisher, Albright and Masters, Inc. -- for construction of the Humboldt Park Branch Library (Chicago Public Library) on the northeast corner of North Troy Street and West North Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

LR Development and Enterprise Development -- for redevelopment of the Lincoln-Belmont-Ashland Redevelopment Area.

BY ALDERMAN NATARUS (42nd Ward):

Chicago Music and Dance Theater -- for construction on the premises known as 465 North North Park Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN GRANATO (1st Ward):

Community Health, 1309 North Ashland Avenue.

N.O.A. (Network for Organizations in Action), 1532 North Milwaukee Avenue.

BY ALDERMAN WOJCIK (30th Ward):

Midwestern Christian Academy, 3465 North Cicero Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Resurrection Medical Center, 7435 West Talcott Avenue.

BY ALDERMAN LEVAR for
ALDERMAN DOHERTY (41st Ward):

Lutheran Children's Center, Lutheran Social Services of Illinois, 8765 West Higgins Road.

BY ALDERMAN LEVAR for
ALDERMAN HANSEN (44th Ward):

The Organic Theater Company, Inc., 3319 North Clark Street.

BY ALDERMAN MOORE (49th Ward):

Rogers Park Lutheran Day Care Center, 1701 West Morse Avenue.

The United Church of Rogers Park, 1545 West Morse Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN EVANS (21st Ward):

Greater Tabernacle Missionary Baptist Church, 1339 West 97th Street -- annual driveway usage fees.

BY ALDERMAN E. SMITH (28th Ward):

Schwab Rehabilitation Hospital and Care Network (various locations) -- semi-annual elevator inspection fee, annual institutional inspection fee and annual fuel burning equipment inspection fees (3).

BY ALDERMAN LEVAR for
ALDERMAN DOHERTY (41st Ward):

Lutheran Children's Center and General Health Care, 8765 West Higgins Road -- annual refrigeration inspection fees (2).

Norwood Park Home, 6016 North Nina Avenue -- annual refrigeration inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Streeterville Corporation (Northwestern Memorial Hospital) 244 East Pearson Street -- annual fuel burning equipment inspection fee.

The School of the Art Institute of Chicago, 112 South Michigan Avenue -- semi-annual elevator inspection fee and annual mechanical ventilation inspection fee (2).

BY ALDERMAN LEVAR for
ALDERMAN HANSEN (44th Ward):

Jane Addams Hull House, 3212 North Broadway -- annual public place of assembly inspection fee, annual sign inspection fee and annual boiler and unfired pressure valve inspection fees (3).

BY ALDERMAN STONE (50th Ward):

Jewish Federation of Metropolitan Chicago, 3003 West Touhy Avenue -- annual public place of assembly inspection fee.

WAIVER OF FEES:

BY ALDERMAN WOJCIK (30th Ward):

Saint Hyacinth School, 2831 North Lawndale Avenue -- waiver of all fees associated with extension of City's communication lines and installation of fire alarm boxes inside main entrance to school.

REFUND OF FEES:

BY ALDERMAN M. SMITH (48th Ward):

Travelers and Immigrants Aid, 208 South LaSalle Street, Suite 1818 -- refund in the amount of $859.00.

CANCELLATION OF WATER RATES:

BY ALDERMAN STREETER for
BY ALDERMAN COLEMAN (16th Ward):

Preservation Missionary Baptist Church, 1104 West 59th Street.

BY ALDERMAN GILES (37th Ward):

Progressive True Vine Missionary Baptist Church, 560 North Lawler Avenue.

SENIOR CITIZEN SEWER REFUNDS:
($50.00)

BY ALDERMAN PRECKWINKLE (4th Ward):

Bhattacharya, Shantinath
Joseph, Sadie T.
Marchant, Frank A.
Melzer, Lenore B.
Turner, Douglass R.
Ware, Brack and Irene

BY ALDERMAN HOLT (5th Ward):

Atkins, Annie
Bruce, Paul
Mischa, Rubin
Paris, Katie S.

BY ALDERMAN DIXON (8th Ward):

King, Sybil I.

BY ALDERMAN ZALEWSKI (23rd Ward):

Adkins, Mary P.
Driscoll, Mary C.
Katowicz, Irena
Vasicek, Catherine L.

BY ALDERMAN BURRELL (29th Ward):

Gray, Mae F.

BY ALDERMAN WOJCIK (30th Ward):

Berger, Carol C.

Dettert, Rosellyn R.

Kovacs, Maria

Radek, Eugenia C.

BY ALDERMAN BANKS (36th Ward):

Council, Estelle

Kieler, Helen

Livorsi, Frank

Margoscin, Edward

Naumes, William

Preston, Maryea

Wallace, Josephine

Zara, Frank

BY ALDERMAN ALLEN (38th Ward):

Kamienski, Lottie M.

Oliver, Oscar

BY ALDERMAN O'CONNOR (40th Ward):

Butman, Joel

Lachman, Harry

Murphy, Onelia

Rosenblatt, Irving

Scheiniak, Clara

Weissberg, Milton

BY ALDERMAN LEVAR for *ALDERMAN DOHERTY* (41st Ward):

DiGirolamo, Mary

Dubbins, Maryida

Dvorak, Marie

Ives, Martin

Lamoine, Leon

Marek, William J.

Parrillo, William

Randoll, Robert

Salomone, Dorothy L.

Schwartz, Edward

Tenk, Frank

Traylor, Loretta

BY ALDERMAN NATARUS (42nd Ward):

Athens, Andrew A.

Baluyut, Norma R.

Bartell, Jean A.

Bartelt, Joanne I.

Billings, Arthur A.

Desanti, George

Donohue, Virginia M.

Eisendrath, Edwin W.

Kiven, Norman M.

Krainik, Ardis J.

Leaf, Margery

More, Annette F.

Norian, Richard

Rosenberg, Marvin D.

Ruhman, Donald J.

Schatz, Martin

Silverman-Camras, Roselyn

Stern, Shepard

Yalowitz, Lillian

BY ALDERMAN LEVAR (45th Ward):

Biel, David

Borowsky, Ivan

Grabowski, Mary

Merchut, Theresa

BY ALDERMAN SHILLER (46th Ward):

Kaplan, Evelyn

Levy, Harold

Reichstein, Jerome

Sorkin, Louis

Stephens, Schelly

BY ALDERMAN SCHULTER (47th Ward):

Beringer, Frank

Disilvio, Joe

Weaver, Reo

BY ALDERMAN M. SMITH (48th Ward):

Cahn, Max T.

Chasen, Fred

Neghme, Beatriz M.

BY ALDERMAN MOORE (49th Ward):

Linn, Charles

BY ALDERMAN STONE (50th Ward):

Cristol, Martha
Frank, Robert
Gross, Hersz
Newfeld, Bernard
Porter, Lucille
Yach, Jacob

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (May 2, 1995).

The City Clerk submitted the printed Official Journal of the Proceedings of the reconvened meeting held on May 2, 1995, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

JOURNAL CORRECTIONS.

(April 15, 1995)

Alderman Natarus moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Saturday, April 15, 1995, as follows:

Page 67606 -- by deleting the address "7804 South Emerald Avenue" appearing in the eighth line from the top of the page and inserting in lieu thereof the address "7304 South Emerald Avenue".

Page 67638 -- by deleting the street name "South Kolin Avenue" appearing in the twentieth and twenty-first lines from the top of the page and inserting in lieu thereof the street name "South Kolmar Avenue".

The motion to correct *Prevailed.*

(March 9, 1995)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Thursday, March 9, 1995, as follows:

Page 66017 -- by deleting the address "541 North Fairbanks Court" appearing in the tenth, eleventh and twelfth lines from the top of the page and inserting in lieu thereof the address "680 North Lake Shore Drive".

Page 66220 -- by deleting the street name "East 97th Place" appearing in the eighth and ninth lines from the top of the page and inserting in lieu thereof the street name "East 87th Place".

The motion to correct *Prevailed.*

(February 8, 1995)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, February 8, 1995, as follows:

Page 65453 -- by deleting the address "1249 South Commercial Avenue" appearing in the second and third lines from the top of the page and inserting in lieu thereof the address "12951 South Commercial Avenue".

The motion to correct *Prevailed.*

UNFINISHED BUSINESS.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of Proceedings of May 2, 1995, pages 277 through 335, recommending that the City Council pass proposed ordinances which amend the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District and C1-2 Restricted

Commercial District symbols and indications as shown on Map No. 1-M in the area bounded by:

> West Corcoran Place; the alley next east of and parallel to North Menard Avenue; a line 180.07 feet south of West Corcoran Place; and North Menard 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 R5 General Residence District symbols and indications as shown on Map No. 1-M in the area bounded by:

> West Corcoran Place; the alley next east of and parallel to North Menard Avenue; a line 180.07 feet south of West Corcoran Place; and North Menard 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 Statements referred to in this ordinance read 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 30,668.72 square feet (+/– .70 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. 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.

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 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 Bulk Regulations and Data Table; a Planned Development Boundary and Property Line Map; an Existing Land-Use Map; a Site/Landscape Plan (the "Site/Landscape Plan"); and Building Elevations prepared by Mann, Gin, Ebel & Frazier Ltd., dated April 11, 1995. Reduced copies of the Site/Landscape Plan and the Building 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 area delineated herein as a Residential Planned Development:

   Multi-family dwellings, accessory parking and accessory uses, including parabolic transmitting and receiving antennae which may exceed eight feet in diameter.

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 also shall be permitted subject to the review and approval of the Department of Planning and Development.

7. 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.

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 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.

9. 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 and Development, Department of Aviation and Department of Law and approved by the City Council.

10. 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.

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 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 Building Elevations. In addition, parkway trees shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.

12. The requirements of the 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 purpose 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.

13. 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, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

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 provision of this section, then the zoning of the Property shall automatically revert to an R-5 General Residence District.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Site/Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 2082 through 2086 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential Planned Development

Plan Of Development

Bulk Regulations And Data Table.

Gross Site Area, +/– 48,258.15 square feet (+/– 1.1 acres) = Net Site Area, +/– 30,668.72 square feet (+/– .70 acres) + Area Remaining in Public Rights-of-Way, +/– 17,589.43 square feet (+/– .40 acres).

Maximum Permitted Floor Area Ratio:	2.3.
Setbacks from Property Line:	In substantial conformance with Site/Landscape Plan.
Maximum Percentage of Site Coverage:	In substantial conformance with the Site/Landscape Plan.
Maximum Number of Dwelling Units:	45 units.
Maximum Number of Efficiency Units:	39 units.
Minimum Number of Off-Street Parking:	25 spaces.

Minimum Number of Off-Street Loading Berths:	1 berth.
Maximum Building Height:	In substantial conformance with the Building Elevations.

Reclassification Of Area Shown On Map Number 3-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development No. 9 District symbols and indications as shown on Map No. 3-L in the area bounded by:

> West Division Street; North Lamon Avenue; West Thomas Street; the public alley next west of North Lavergne Avenue; a line 306.41 feet north of and parallel to West Thomas Street; and North Lavergne Avenue,

to those of an Institutional/Residential/Business Planned Development No. 9, as amended, and a corresponding use district is hereby established in the area above described, subject to the terms of the Plan of Development which is attached hereto and made a part hereof.

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

Plan of Development Statements referred to in this ordinance read as follows:

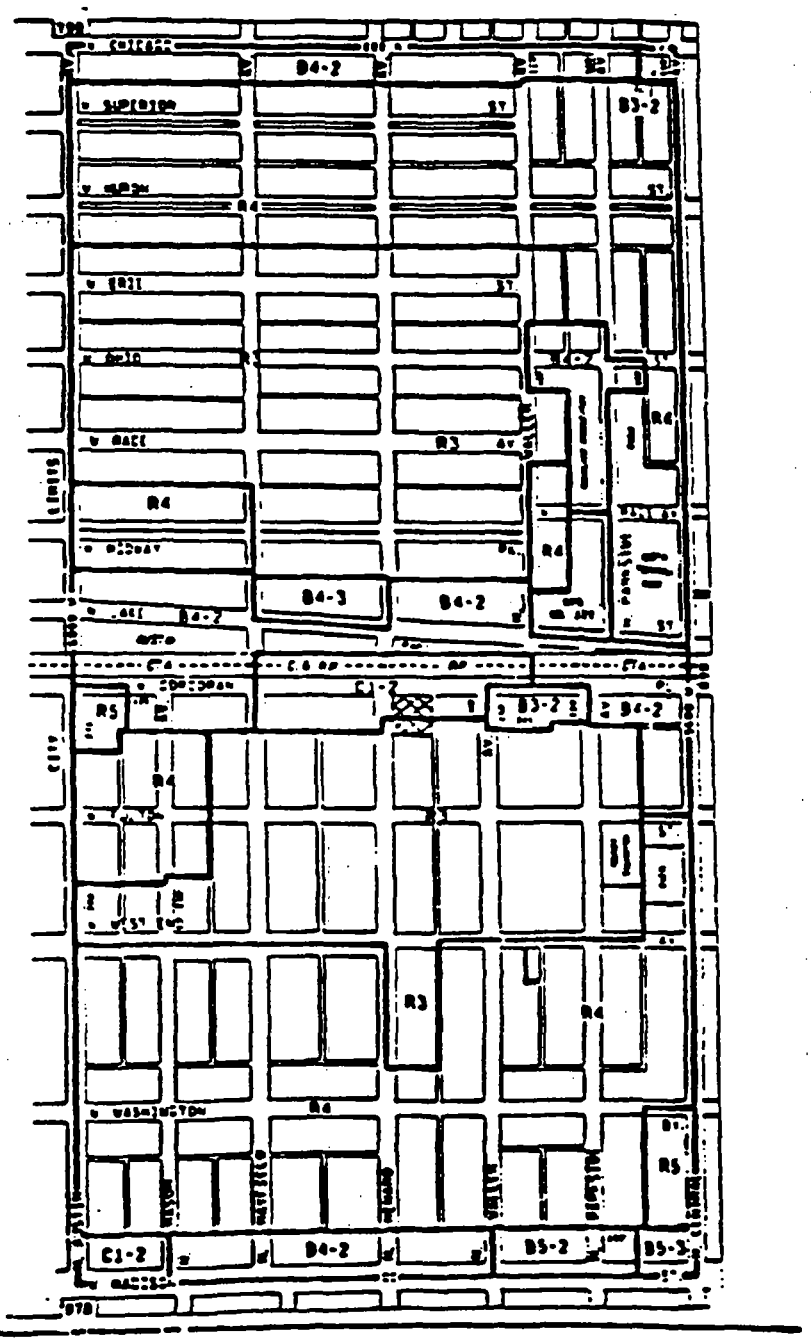
Institutional Residential Business Planned Development Number 9, As Amended,

Plan Of Development Statements.

1. The area delineated herein as "Institutional/Residential/Business Planned Development Number 9, as amended", consisting of

(Continued on page 2087)

Existing Zoning Map.



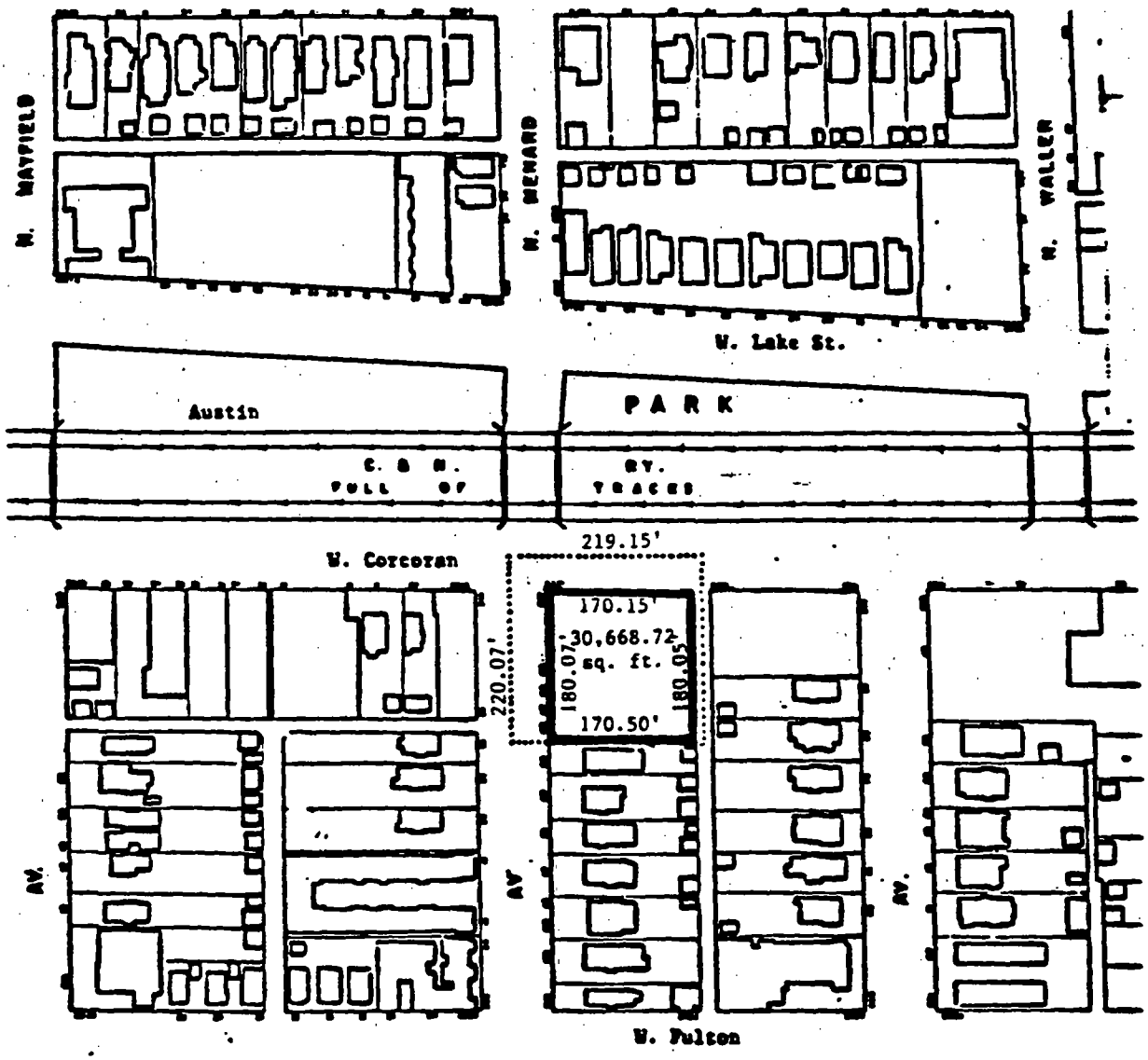
Legend

Subject Property

Zoning Boundaries

Applicant: Senior Lifestyle Corporation
Address: 5327 N. Sheridan Road, Suite 100, Chicago, IL 60640
Date: February 8, 1995
Revised: April 13, 1995

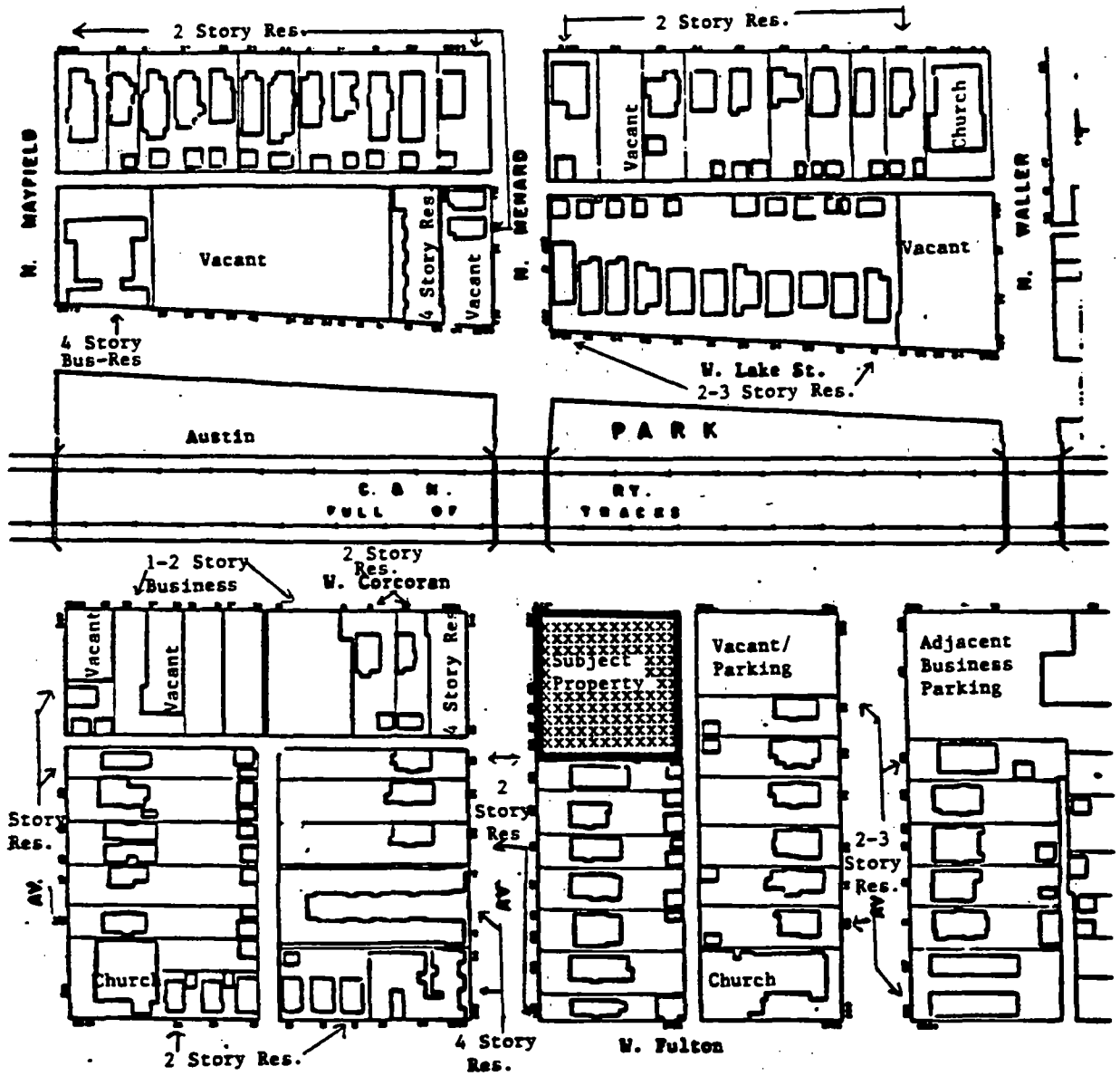
Planned Development Boundary And Property Line Map.



Legend

.....	Planned Development Boundary
▬▬▬	Property Line
Applicant:	Senior Lifestyle Corporation
Address:	5327 N. Sheridan Road, Suite 100, Chicago, IL 60640
Date:	February 8, 1995
Revised:	April 13, 1995

Existing Land-Use Map.

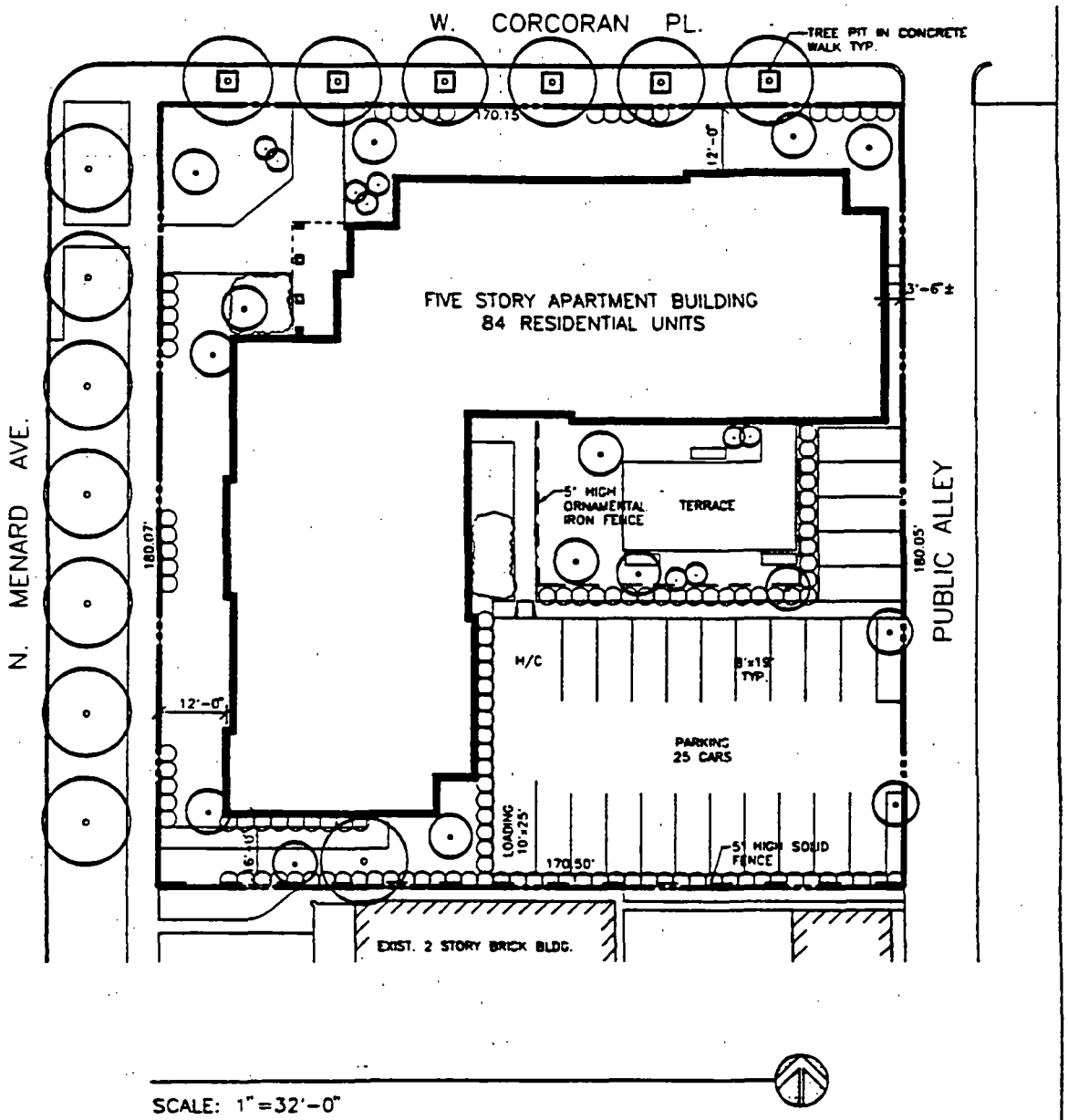


Legend

Subject Property

Applicant: Senior Lifestyle Corporation
Address: 5327 N. Sheridan Road, Suite 100, Chicago, IL 60640
Date: February 8, 1995
Revised: April 13, 1995

Site/Landscape Plan.



SCALE: 1"=32'-0"

SENIOR SUITES
AUSTIN

SENIOR LIFESTYLE CORPORATION

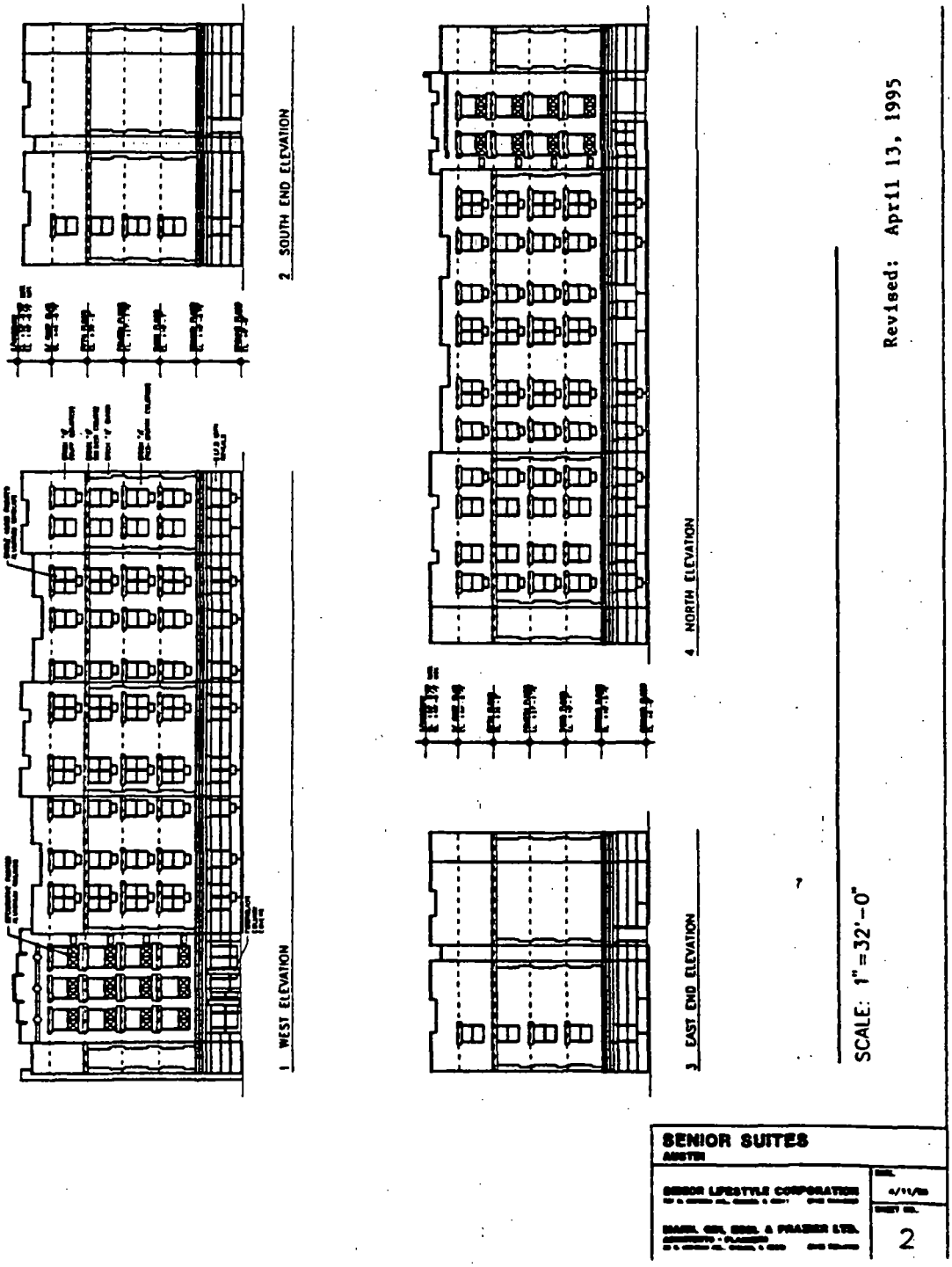
HARRIS, KIM, ERIKSEN & FRAZIER LTD.
ARCHITECTS - PLANNERS

4/11/95

1

Revised: April 13, 1995

Building Elevations.



(Continued from page 2081)

approximately 401,142 square feet (approximately 9.209 acres) (the "Property") is owned and controlled by Beth-Anne Foundation and Westside Holistic Family Center (the "Applicants").

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicants or their successors, assignees, or grantees. Any dedication or vacation of streets, alleys, or easements or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicants or their 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 respective successors and assigns of the Applicants and, if different than the Applicants, upon the legal titleholders of the Property. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the various subareas of the Property and all portions thereof shall, throughout the period this Planned Development is in effect, be held under single ownership or under single designated control, respectively. Single designated control for purposes of this statement shall mean that any changes to this Planned Development (legislative or administrative) shall be approved by the owners of all the property within the Planned Development. Nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation thereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein, however, 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 therein.

4. This Plan of Development consists of these thirteen (13) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; an Existing Land-Use Map; and a Generalized Land-Use Plan, all dated April 13, 1995. These and no other zoning controls shall apply. This Planned Development conforms to the intent and purposes 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. (a) The following uses are permitted anywhere in the Planned Development:

(i) Any permitted use contained in the B4-1 to B4-5 Restricted Service Districts and R4 General Residence District regulations of the Chicago Zoning Ordinance except (A) Amusement Establishments, Arcades, Automobile Service Stations, and Garages for storage repair, servicing, body repair, painting and engine rebuilding of motor vehicles and (B) in Subarea B only, residential uses; provided, however, that business and commercial uses shall be permitted on only the first, second or top floors of any building on the Property unless otherwise approved by the Commissioner of Planning and Development pursuant to Statement 12 hereof. Individual retail and restaurant uses in Subarea A shall be limited to a maximum floor area of 5,000 square feet; provided, however, that such limitation shall not apply to any retail or restaurant use established on any portion of Subarea A located between West Division Street and a line approximately 175 feet south of and parallel to West Division Street.

(ii) Private or Government operated Health Centers; and

(iii) Small Business Centers and Small Business Incubators.

(b) The following additional uses shall be permitted in Subarea A only:

(i) Dwelling units, lodging rooms and single-room occupancy units below the second floor.

(ii) Transitional Shelters and Transitional Residences, subject to compliance with state licensing requirements and limited to a maximum of 50 beds unless a greater number is approved by the Commissioner of Planning and Development.

6. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review and approval of the Department of Transportation and the Department of Planning and Development.

7. Any service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago, to

provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

8. Identification, Business Identification and other necessary signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.

9. The height of any building or any appurtenance thereto shall 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;

   (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. Improvements on the Property within the Planned Development shall be designed, constructed, and maintained in accordance with the Bulk Regulations and Data Table attached hereto. Any new development within the Planned Development shall comply with the provisions of the Chicago Landscape Ordinance and associated guidelines and regulations.

11. The Property is currently improved as shown on the Existing Land Use Map attached hereto. With respect to any further improvements of the Property, a site plan and elevations, including drawings of all signage for any building to be constructed within the subarea(s), shall be submitted to the Department of Planning and Development for Site Plan approval pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance prior to Part II approval. Site Plan approval is intended to assure that the development proposal for such subarea(s) is architecturally integrated and otherwise consistent with the remainder of the Planned Development Ordinance and to assist the City in monitoring ongoing development.

    If a Site Plan substantially conforms with the provisions of this Planned Development (including, without limitation, the Table of Use and Bulk Regulations), the Commissioner shall approve the Site Plan and shall issue written approval thereof to the Applicant within thirty (30) days of submission of the completed application. If the Commissioner determines within said thirty (30) day period that the site plan does not substantially conform with the provisions of this Planned Development, the Commissioner shall advise the Applicant in writing regarding the specific reasons for such adverse

determination and the specific manner in which the site plan does not conform to the provisions of this Planned Development within fourteen (14) days from the expiration of said thirty (30) day period. In the event of an adverse determination by the Commissioner, the Applicant shall have the right to submit a supplemental or revised site plan for approval. The Commissioner shall thereafter review any resubmission within fourteen (14) days and make a final written determination within said period. The failure of the Commissioner to so advise the Applicant in writing within the time periods herein specified shall be deemed the Commissioner's approval of the submitted Site Plan. Following approval of the Site Plan by the Commissioner, the Site Plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development. After the Commissioner approves the Site Plan, the approved Site Plan may be changed or modified pursuant to the provisions of this Planned Development. In the event of any inconsistency between an approved Site Plan and the terms of the Planned Development in effect at the time of approval of such Site Plan or the modification thereto, the terms of the Planned Development shall govern.

The Site Plan of any new building to be constructed within the applicable subareas shall, at a minimum, provide the following information:

building footprint;

dimensions of all setbacks;

location and depiction of all driveways (including relevant dimensions);

location and depiction of any parking spaces and loading berths (including relevant dimensions);

location and depiction of all signage;

all building elevations; and

statistics regarding the new building to be constructed, including:

(1) floor area and the F.A.R. as presented on submitted drawings;

(2) number of parking spaces provided;

(3) number of loading berths provided;

(4) the uses to occur in the building;

(5) maximum building height;

(6) setbacks and vertical setbacks, required and provided; and

(7) traffic generation data, if the Chicago Department of Transportation deems it necessary.

12. 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 Applicants and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor in nature, 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.

13. The Applicants acknowledge 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 Applicants 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, 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.

[Existing Zoning Map; Property Line and Planned Development Boundary Map; Existing Land-Use Map; Existing Land-Use Area Map; and Generalized Land-Use Map referred to in these Plan of Development Statements printed on pages 2094 through 2098 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional/Residential/Business Planned

Development No. 9, As Amended,

Bulk Regulations And Data Table.

Gross Site Area:	497,410 square feet (11.419 acres).
Area in Public Right-of-Way:	96,268 square feet (2.21 acres).
Net Site Area:	401,141.8 square feet (9.209 acres).
Subarea A:	343,084 square feet (7.876 acres).
Subarea B:	58,058 square feet (1.333 acres).
Overall Maximum Floor Area Ratio:	1.1.
Subarea A Maximum:	1.01.
Subarea B Maximum:	1.6.
Overall Maximum Site Coverage:	41%.
Subarea A Maximum:	42.5%.
Subarea B Maximum:	30%.
Minimum Off-Street Parking Spaces:	660 (total).
Subarea A:	600.
Subarea B:	60.
Minimum Number of Off-Street Loading Spaces:	2.
Building Setback from Property Line:	15 feet.
Maximum Number of Dwelling Units (in Subarea A only):	130.

Reclassification Of Area Shown On Map Number 4-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-G in the area bounded by:

> a line 49.0 feet north of West 21st Street; South Halsted Street; a line 25 feet north of West 21st Street; and the alley next west of and parallel to South Halsted Street, or the line thereof if extended where no alley exists,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-I.

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

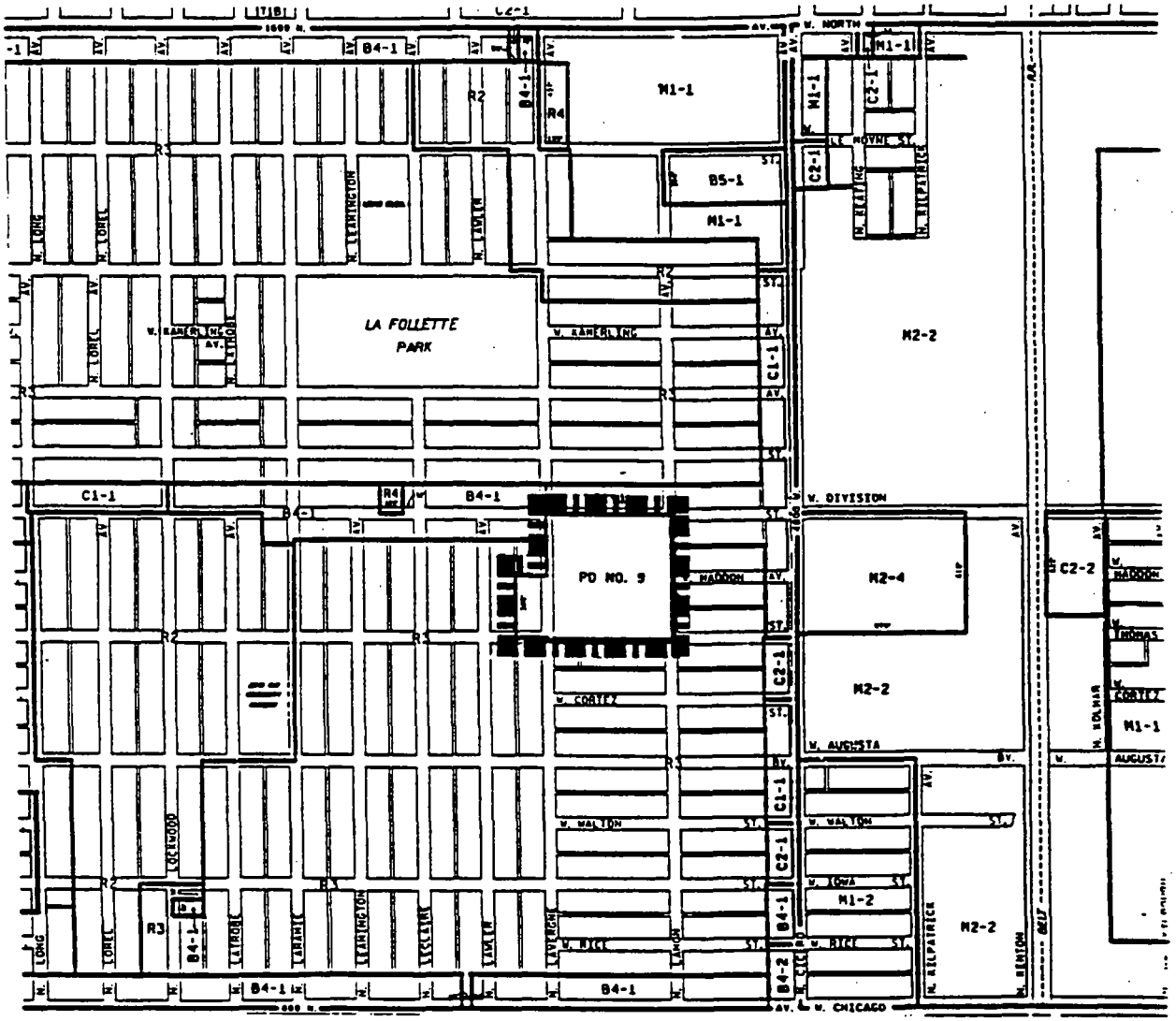
SECTION 1. That the Chicago Zoning Ordinance be amended by classifying as a C1-3 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District and an R4 General Residence District the area shown on Map No. 4-I bounded by:

> West Ogden Avenue; a line 113.11 feet east of South Washtenaw Avenue; a line 82.77 feet north of West 15th Street; a line 28.21 feet east of South Washtenaw Avenue; West 15th Street; and South Washtenaw Avenue,

and to classify as Institutional Planned Development No. 49, as amended (1978, 1995) instead of a C1-3 Restricted Commercial District, an R4 General Residence District and an R6 General Residence District the area shown on Map No. 4-I bounded by:

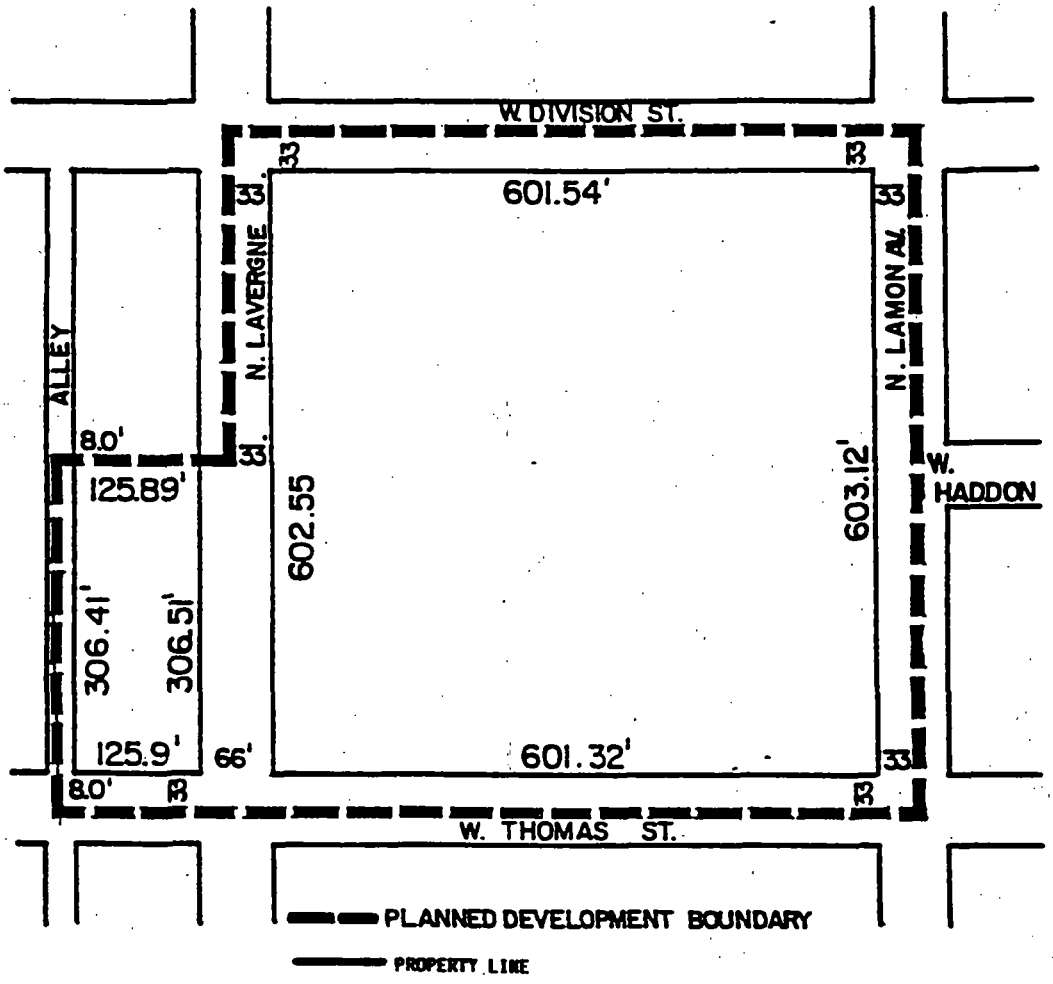
(Continued on page 2099)

Existing Zoning Map.



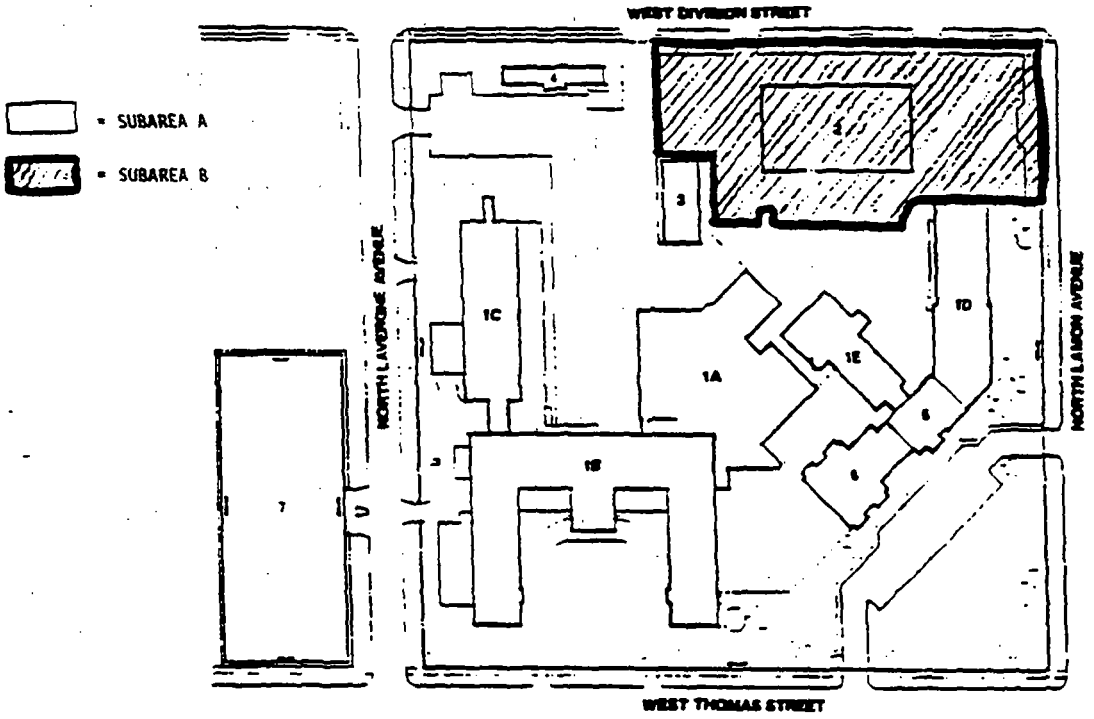
Applicant: Beth-Anne Foundation/Westside Holistic Family Center
Address: W. Division St., N. Lamon Ave., W. Thomas St., N. Lavergne Ave.
Date: January 4, 1995
Revised: April 13, 1995

Property Line And Planned Development Boundary Map.



Applicant:	Beth-Anne Foundation/Westside Holistic Family Center
Address:	W. Division St.. N. Lamon Ave., W. Thomas St., N. Lavergne Ave.
Date:	January 4, 1995
Revised:	April 13, 1995

Existing Land-Use Map.



1 A Service building; two stories, 28,518 s.f.

1 B 125 units of elderly residential units; ADHC and ACD first floor; 6 stories, 162,847 s.f.

1 C Regional Health Center; hospital floors; 7 stories, 77,639 s.f.

1 D Small Business Center, Training Institute; Amberg Hall; 3 stories, 21,225 sf

1 E Chapel-Performing Arts Center; two story, 17,875 s.f.

2 Professional Office Building; 6 stories, 88,410 s.f. (owned by Westside Wholistic Family Center); branch bank, drug store, offices

3 The Villa. Circle Family Care headquarters; 2 stories, 8,340 s.f.

4 The Kasper Building; Lutheran Family Mission; 2 stories, 8,340 s.f.

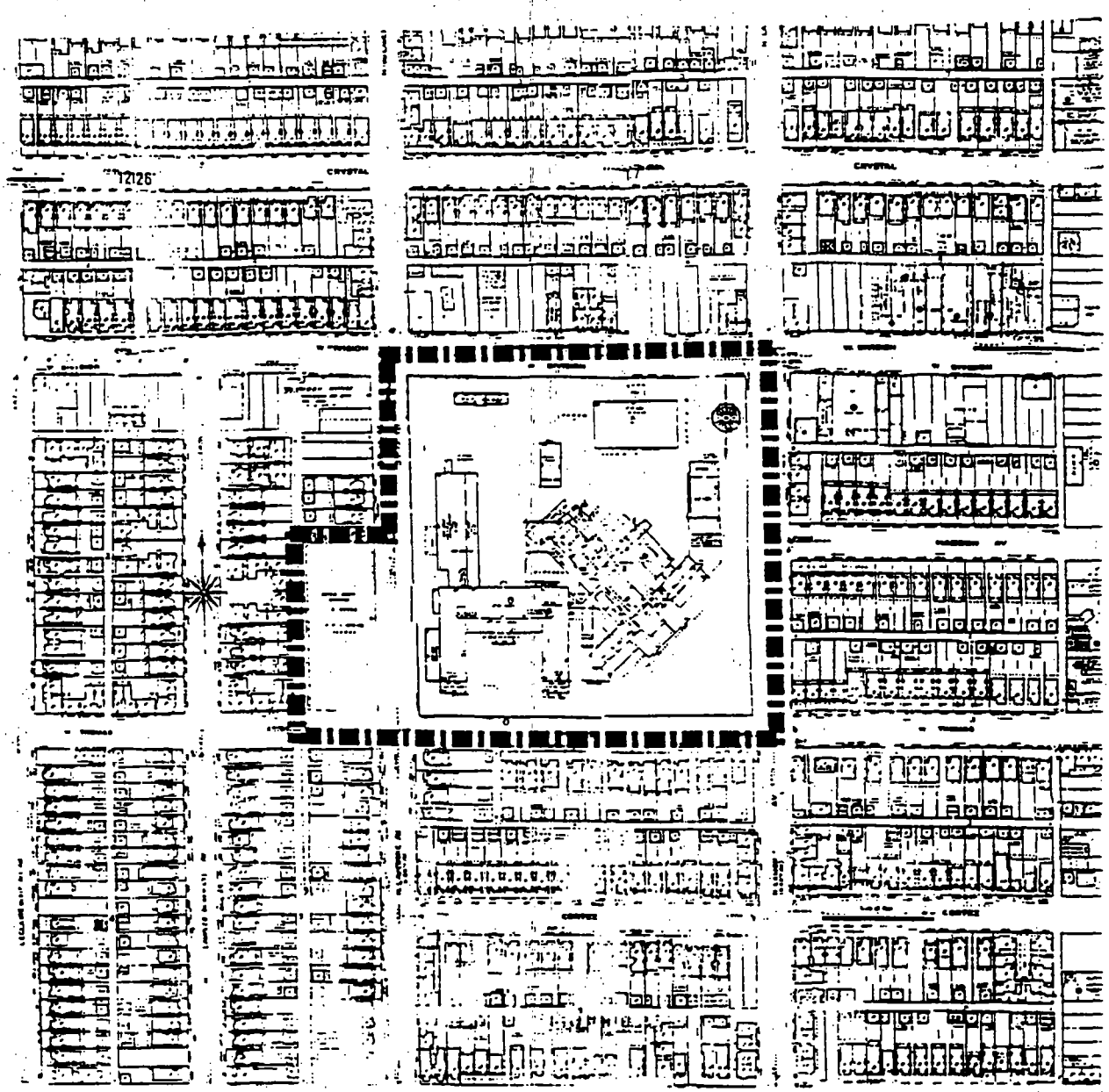
5 Connecting lobby (to be built); 4,700 s.f.

6 Mother Hen Child Care Resource Center; 1 story, 5,738 s.f.

7 Parking Garage; 5 1/2 stories, 202,619 s.f.

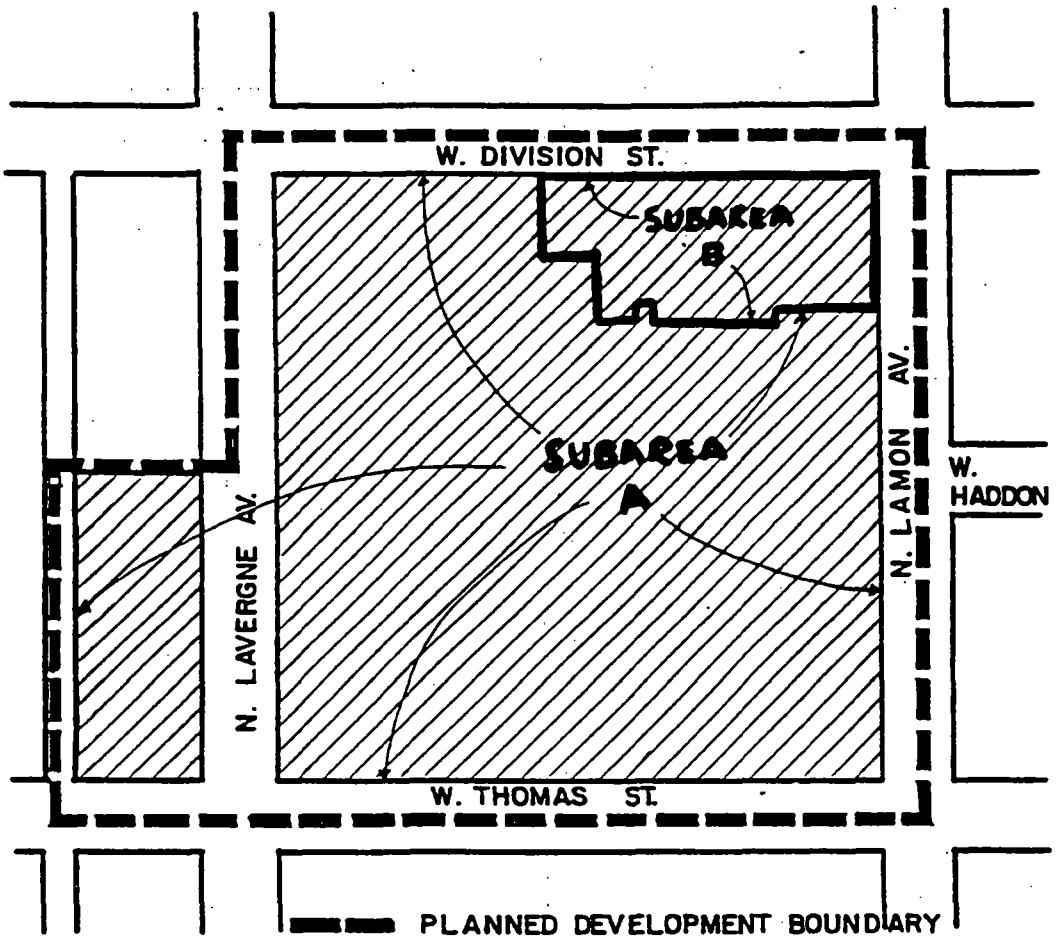
Applicant: Beth-Anne Foundation/Westside Holistic Family Center
Address: W. Division St.. N. Lamon Ave., W. Thomas St., N. Lavergne Ave.
Date: January 4, 1995
Revised: April 13, 1995

Existing Land-Use Area Map.



Applicant: Beth-Anne Foundation/Westside Holistic Family Center
Address: W. Division St., N. Lamon Ave., W. Thomas St., N. Lavergne Ave.
Date: January 4, 1995
Revised: April 13, 1995

Generalized Land-Use Map.



SEE STATEMENT NO. 5 FOR PERMITTED USES

Applicant: Beth-Anne Foundation/Westside Holistic Family Center
Address: W. Division St., N. Lamon Ave., W. Thomas St., N. Lavergne Ave.
Date: January 4, 1995
Revised: April 13, 1995

(Continued from page 2093)

West 14th Street; South Fairfield Avenue; West Ogden Avenue; a line 113.11 feet east of South Washtenaw Avenue; a line 82.77 feet north of West 15th Street; a line 28.21 feet east of South Washtenaw Avenue; West 15th Street; a line 99.82 feet east of South Washtenaw Avenue; the alley next south of West 15th Street; South Washtenaw Avenue; West 15th Place; a line 146.52 feet east of South California Boulevard; West 16th Street; and South California Boulevard, excluding therefrom any public alleys located in the block bounded by West Ogden Avenue on the north, South Washtenaw Avenue on the east, West 15th Place on the south and South California Boulevard on the west, which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development

Plan Of Development Statements.

1. The area delineated herein as an Institutional Planned Development (the "Planned Development") consists of approximately 435,021 square feet (9.9 acres) of property which is depicted on the attached Planned Development Boundary, Property Line and Right-of-Way Adjustment Map (the "Property") and is owned or controlled by the Applicant, Mount Sinai Health System.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant 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 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, a Bulk Regulations and Data Table and the following exhibits dated April 13, 1995:

- an Existing Zoning Map;
- a Planned Development Boundary, Property Line and Right-of-Way Adjustment Map;
- a Generalized Land-Use Plan;
- an Existing Land-Use Map;
- an Overall Site Plan (conceptual);
- an Overall Landscape Plan (conceptual);

-- a plan of Subarea A Landscape Improvements (conceptual);

-- a Subarea A Entryway Site Plan and Planting Plan;

-- Crown and Olin-Sang Building Elevation;

-- a Site/Landscape Plan of the Subarea A MRI Parking Lot and the Sinai Institute Lot;

-- a Site/Landscape Plan of the Hollenbach Building;

-- Building Elevations of the Hollenbach Building;

-- a Site/Landscape Plan of the Schwab Rehabilitation Hospital;

-- East Building Elevation of the Schwab Rehabilitation Hospital Addition;

-- South Building Elevation of the Schwab Rehabilitation Hospital Addition;

-- West Building Elevation of the Schwab Rehabilitation Hospital Addition.

Reduced copies of the Site/Landscape Plans and Building 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 shall be permitted in the area delineated herein as Institutional Planned Development:

Hospitals, Professional Offices, Educational and Research Facilities, Medical Laboratories (clinical and research), and Related Medical Uses, District Cooling and Heating Facilities, Accessory Retail, Accessory Parking and Accessory Uses, including broadcast and telecommunications structures, equipment and installations which are appropriately screened, including parabolic transmitting and receiving antennae such as earth station antennae which may exceed eight feet in diameter.

In addition, housing (for nurses, interns, residents and physicians) shall be permitted within Subarea A only.

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 also shall be permitted subject to the review and approval of the Department of Planning and Development.

7. 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. Parking spaces required under this Planned Development may be designed to accommodate compact cars. The Applicant is responsible for increasing the radius of the curb to facilitate truck turning movements from West 14th Street to South Fairfield Avenue subject to the necessary Chicago Department of Transportation and City Council approvals.

8. Any service drives, fire lanes 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. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of the City of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas. The pavement width of the fire lane located within the right-of-way of West 15th Street and South Fairfield Avenue shall be minimum of thirty (30) feet, but this area shall not be counted in the calculation of net site area for Subarea A.

9. 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.

10. For purposes of maximum Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply; provided, however, that in addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area devoted to mechanical equipment in excess of 5,000 square feet in a single location, regardless of placement in the building, shall be excluded.

11. The new improvements on the Property, including landscaping adjacent to the exterior of these new improvements within the property line and the landscaping along the rights-of-way adjacent to these new improvements, shall be designed, constructed and maintained in substantial conformance with the exhibits listed in Statement 4. In addition, the improvements on the Property shall be subject to the following regulations:

A. Landscaping. Parkway trees and landscaping of parking areas required by this Statement shall be installed and maintained in accordance with the Chicago Landscape Ordinance and guidelines. Parkway trees shall be required to be installed along Ogden Avenue and South Washtenaw Avenue adjacent to the Hollenbach Building within Subarea B by the time the certificate of occupancy for the first phase (40,000 square feet) of the renovation of the Hollenbach Building is issued. New shrubs proposed for installation along the perimeter of the off-street parking facility southeast of the intersection of West 15th Place and South California Avenue shall be installed by the time the certificate of occupancy for the fourth and fifth floors of the Crown Building is issued. Proposed new landscaping adjacent to the Ogden Avenue frontage of the Schwab Rehabilitation Hospital off-street parking facility shall be installed at the time the certificate of occupancy for the Schwab Rehabilitation Hospital Addition is issued. Proposed new landscaping in the Sinai Institute Lot shall be installed by the time a certificate of occupancy for the first phase of the Hollenbach Building is issued.

B. Fencing. The existing fencing along South California Avenue adjacent to the off-street parking facility southeast of the intersection of West 15th Place and South California Avenue shall be replaced by the time a certificate of occupancy for the fourth and fifth floors of the Crown Building is issued. The existing fencing along South California Avenue and South Ogden Avenue adjacent to the Schwab Rehabilitation Hospital off-street parking facility

shall be replaced by the time a certificate of occupancy for the Schwab Rehabilitation Hospital Addition is issued.

12. Prior to the issuance by the Department of Planning and Development of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II Approval") for development or redevelopment of the property within Subarea A, other than alterations to existing buildings which do not increase their height or alter their footprint, a site plan for the proposed development (the "Site Plan") shall be submitted to the Commissioner of the Department of Planning and Development (the "Commissioner") for approval. Review and approval of the Site Plan by the Commissioner is intended to assure that specific development proposals conform with this Planned Development. No Part II Approval for work for which a Site Plan must be submitted to the Commissioner shall be granted until the Site Plan has been approved.

If the Site Plan substantially conforms with the provisions of this Planned Development, the Commissioner shall approve said plan in writing within thirty (30) days of the submission of a complete application for approval thereof. If the Commissioner fails to make a written determination on a Site Plan within thirty days after the submission of a completed application, then the Site Plan shall be deemed approved by the Commissioner. If the Commissioner determines within said thirty day period that the Site Plan that was submitted does not substantially conform with the provisions of this Planned Development, the Commissioner shall advise the Applicant in writing of the reasons for disapproval thereof no later than fourteen (14) days after the expiration of the thirty (30) day period. The Commissioner shall thereafter make a final written determination on any resubmission within fourteen days of its filing. The failure of the Commissioner to make a final written determination on any resubmission within fourteen days of its filing shall be deemed an approval of the Site Plan by the Commissioner.

Following approval of a Site Plan by the Commissioner, the approved plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development.

After approval of a Site Plan by the Commissioner, the approved Site Plan may be changed or modified pursuant to the provisions of Statement 14.

In the event of an inconsistency between the approved Site Plan and the terms of the Statements and Bulk Regulations and Data Table of this Planned Development in effect at the time of approval of such plan or of modifications thereto, the terms of Statements and Bulk

Regulations and Data Table of the Planned Development shall govern.

A Site Plan shall, at a minimum, provide the following information:

1) the boundaries of the Property;

2) the footprint of the improvements;

3) location and dimensions of all loading berths;

4) all proposed landscaping, including species and size;

5) all pedestrian circulation routes;

6) elevations of the improvements; and

7) statistical information applicable to the Property limited to the following:

   a) floor area and floor area ratio;

   b) uses to be established;

   c) building heights; and

   d) all setbacks, required and provided.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development. Factors to be considered by the Commissioner in determining conformance of the Site Plan to the provisions of this Planned Development are limited to the following: (1) the consistency of the setback from South Ogden Avenue of any proposed buildings with the setbacks stated in the Bulk Regulations and Data Table for Subarea A; (2) the extent to which existing open space within Subarea A adjacent to South Ogden Avenue is preserved in a substantially similar size in any Site Plan for new development or redevelopment; (3) the extent to which the design of the ground floors of any proposed buildings are consistent with the pattern of articulation, use of windows and display of active uses in similar institutional or commercial buildings within the planned development or within the neighborhood generally; and (4) the extent to which the height of any proposed buildings is consistent with the maximum building height for Subarea A as set forth in the Bulk Regulations and Data Table.

An application for approval of a Site Plan shall be deemed complete if the Applicant submits to the Commissioner an application for approval which contains all the information listed immediately above and the Commissioner does not advise the Applicant in writing within ten (10) working days of the submission thereof that the submitted application is incomplete and the specific information required to render the application complete.

13. 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, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

14. 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 these Statements 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.

15. If substantial renovation of 40,000 square feet of the existing improvements within Subarea B contemplated by this Planned Development have not commenced within ten years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire as to Subarea B only; 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 on 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 Subarea B will revert to C1-3.

[Existing Zoning Map; Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; Generalized Land-Use Plan; Existing Land-Use Map; Overall Site Plan (conceptual); Overall Landscape Plan (conceptual); Plan of Subarea A Landscape Improvements (conceptual); Subarea A Entryway Site Plan and Planting Plan; Crown and Olin-Sang Building Elevations; Site/Landscape Plan of Subarea A MRI Parking Lot and the Sinai Institute Lot; Site/Landscape Plan of Hollenbach Building; Building Elevations of Hollenbach Building; Site/Landscape Plan of Schwab Rehabilitation Hospital; East Building Elevation of Schwab Rehabilitation Hospital Addition; South Building Elevation of Schwab Rehabilitation Hospital Addition; and West Building Elevation of Schwab Rehabilitation Hospital Addition referred to in these Plan of Development Statements printed on pages 2110 through 2125 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development Number 49

Bulk Regulations And Data Table.

Subarea	Net Area	Maximum Floor Area Ratio	Maximum Percent Land Coverage	Minimum Periphery Setbacks	Minimum Distance Between Buildings If Applicable
A	325,434 square feet (7.47 acres)	2.5	60%	0 feet (Ogden)	24 feet between patient rooms
				8 feet (California)	24 feet between end and face walls
				8 feet (15th Place)	

Subarea	Net Area	Maximum Floor Area Ratio	Maximum Percent Land Coverage	Minimum Periphery Setbacks	Minimum Distance Between Buildings If Applicable
				0 feet (Washtenaw)	
B	30,289 square feet (0.70 acres)	3.0	In substantial conformity with Site Plan	Per Site Plan	
C	79,298 square feet (1.82 acres)	2.3	In substantial conformity with Site Plan	Per Site Plan	

Gross Site Area, 645,563.45 square feet (14.82 acres) = Net Site Area, 435,021.36 square feet (9.99 acres) + Public Rights-of-Way, 210,542.09 square feet (4.83 acres).

Maximum Permitted Floor Area Ratio for Total Net Site Area: 2.5.

Existing Peak Population:

1. Number of Hospital Beds: 630.
2. Peak Employees: 1,745 (includes residents).
3. Doctors on staff: 101.

Parking:

Required Minimum Number of Off-Street Parking Spaces: 956.

Loading:

Subarea A: Minimum number of off-street loading spaces shall be provided in accordance with the R6 General Residence District classification of the Chicago Zoning Ordinance subject to the review of the Department of Transportation and approval by the Department of Planning and Development.

Subarea B: Minimum 1 berth.

Subarea C: Minimum 1 berth.

Maximum Building Heights:

Subarea A: 146 feet.

Subarea B: 40 feet (does not include vertical mechanical protrusions).

Subarea C: 68 feet.

Reclassification Of Area Shown On Map Number 5-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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 5-J in the area bounded by:

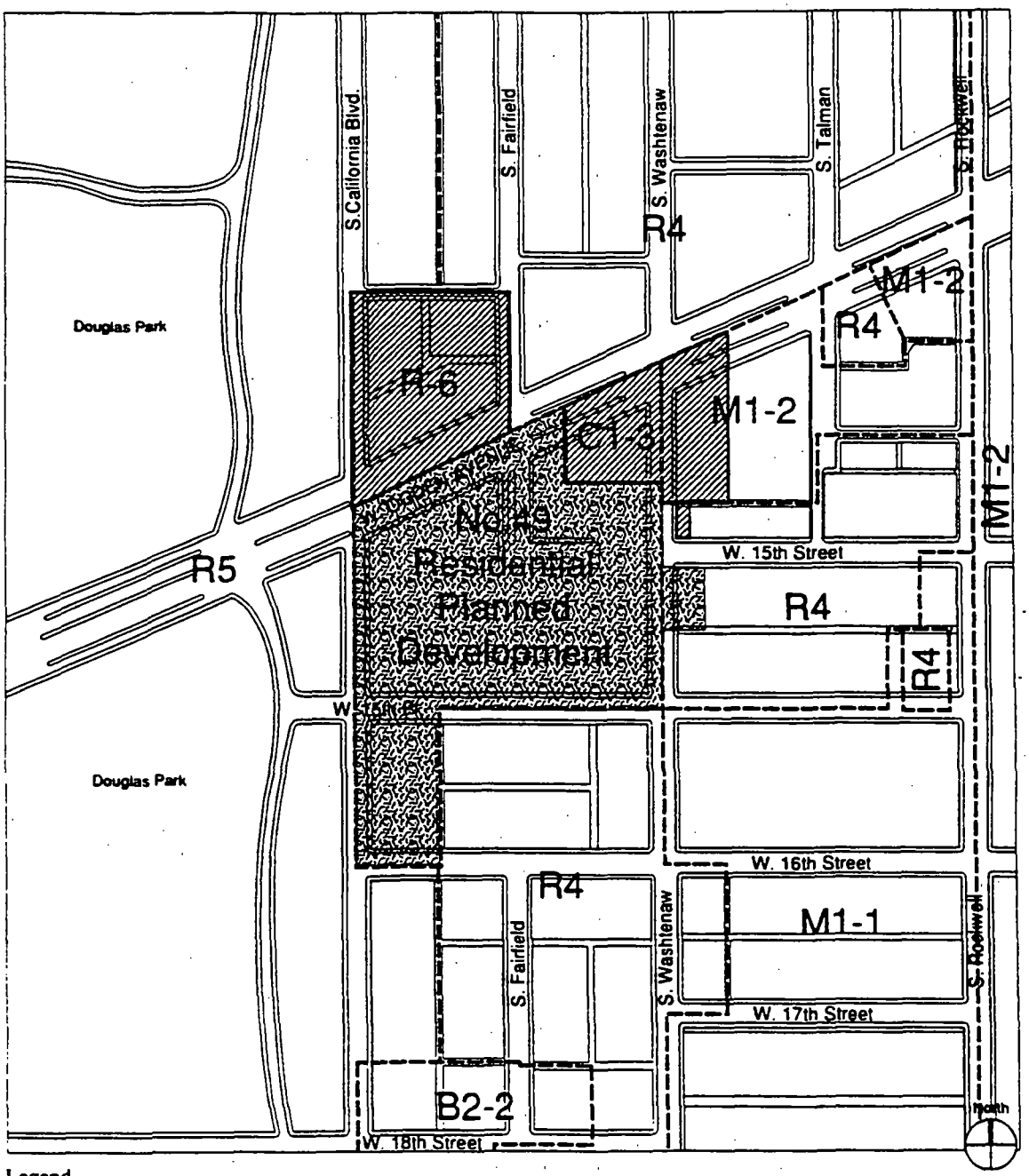
> a line 175 feet north of the north line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad; North Kimball Avenue; a line from a point 55 feet north of the north line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad as measured along the east line of North Kimball Avenue to a point 250.62 feet east of North Kimball Avenue as measured along the north line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad; the north line of the right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad; and North St. Louis Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Existing Zoning Map.

Institutional Planned Development No. 49, as amended (1978,1995)



Legend

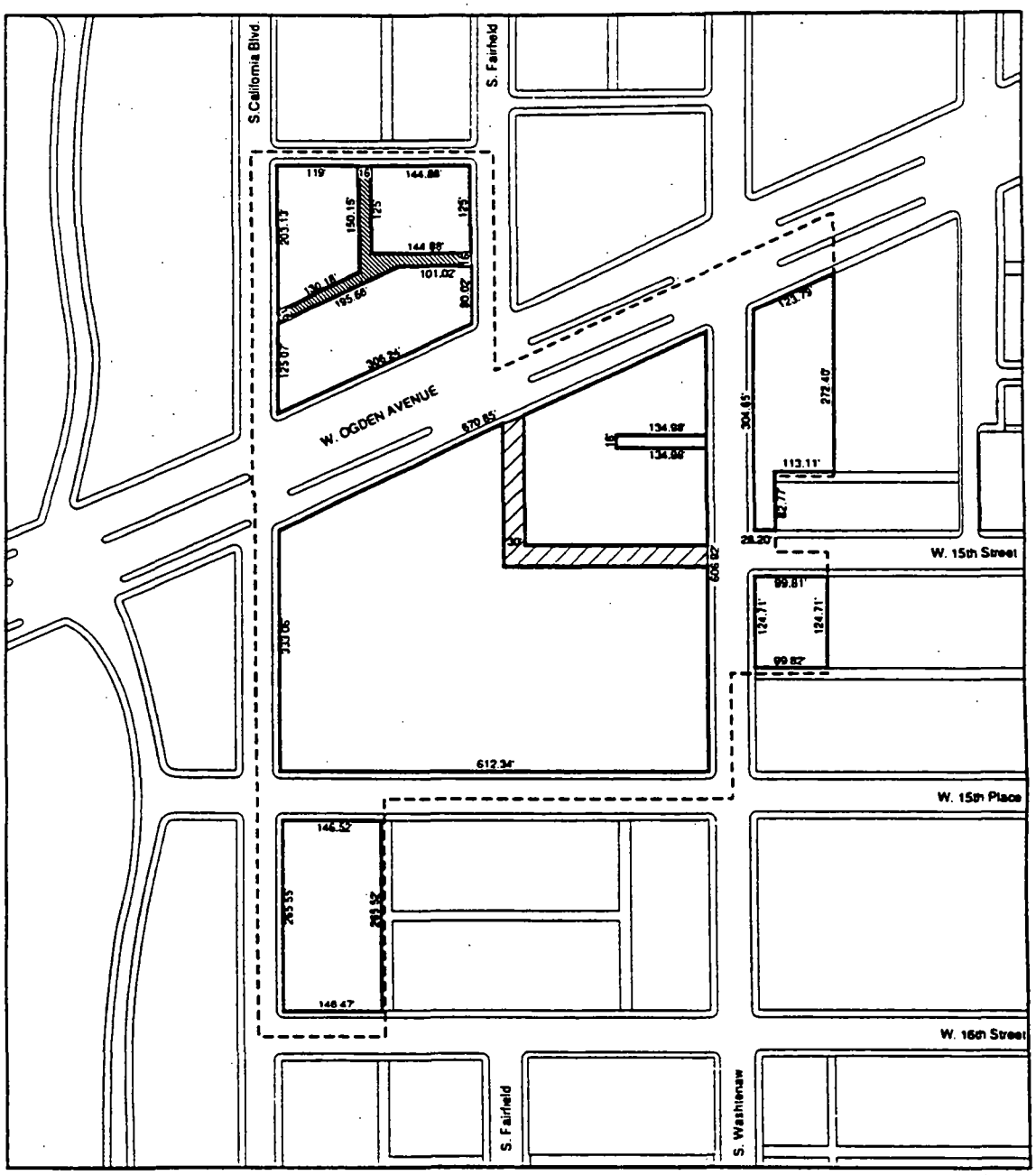
Planned Development Boundary

Proposed Additions to Planned Development

applicant: Mt. Sinai Health System revised: April 13, 1995

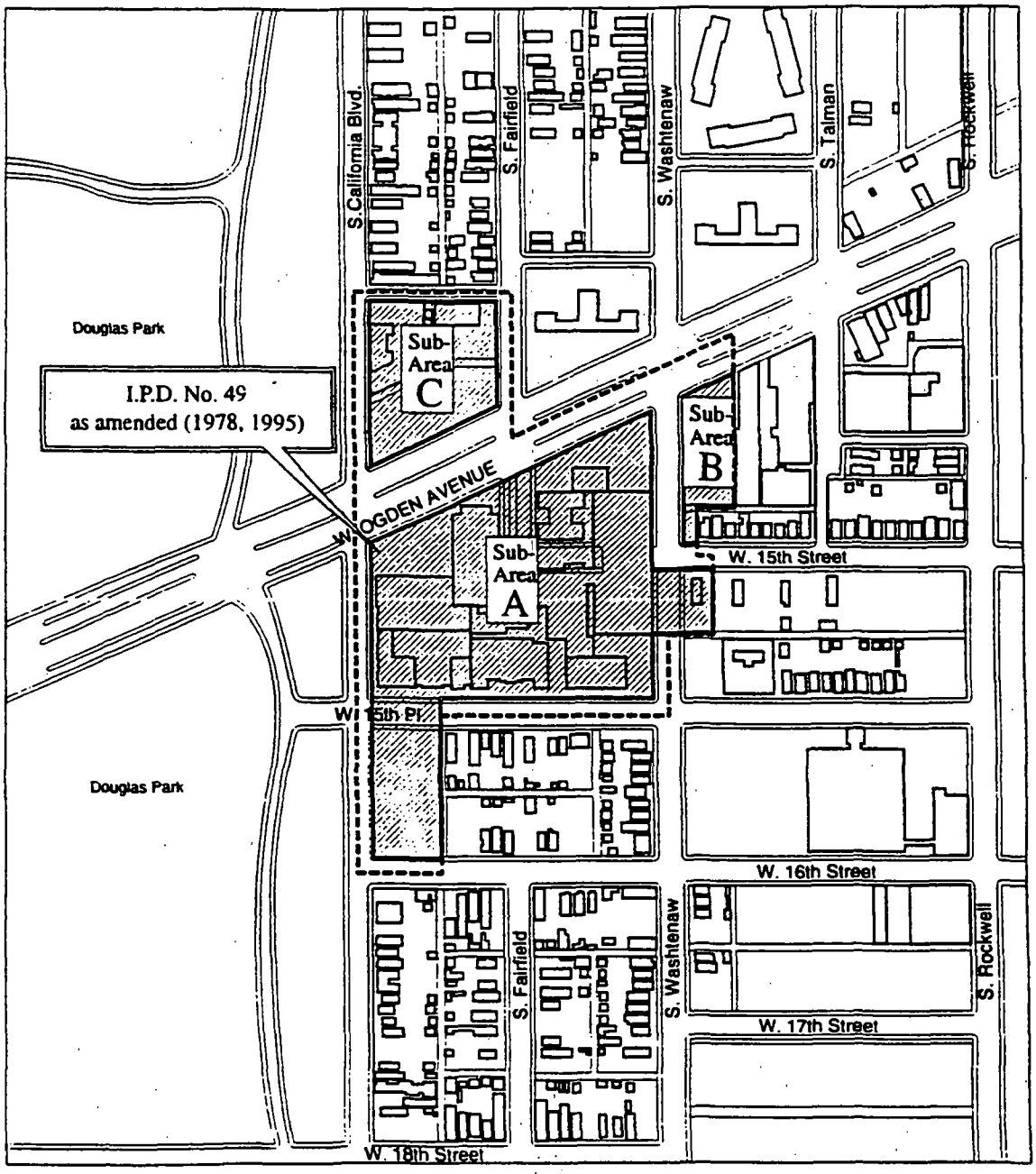
Planned Development Boundary, Property Line And Right-of-Way Adjustment Map.

Institutional Planned Development No.49, as amended (1978,1995)



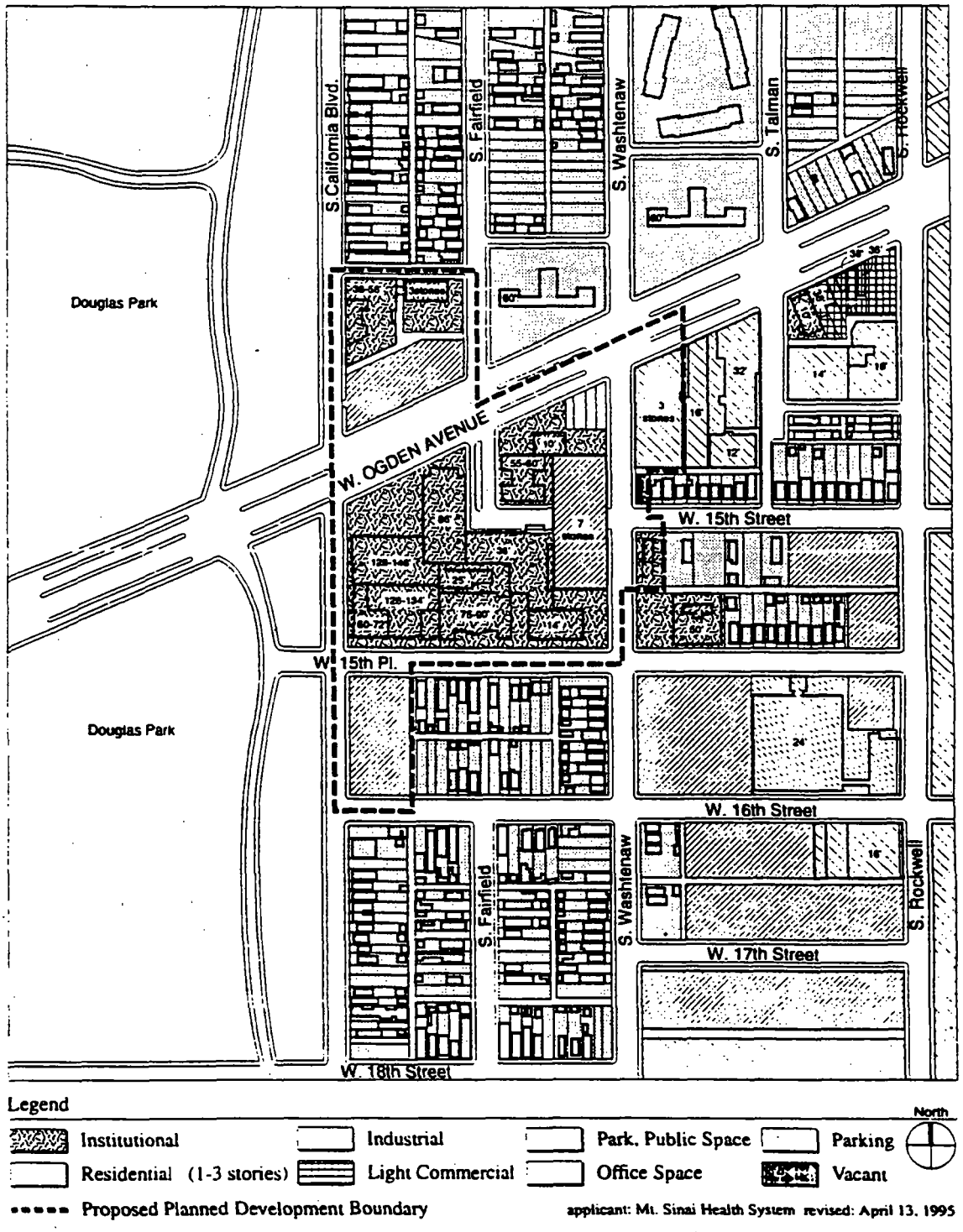
Generalized Land-Use Plan.

Institutional Planned Development No.49, as amended (1978.1995)



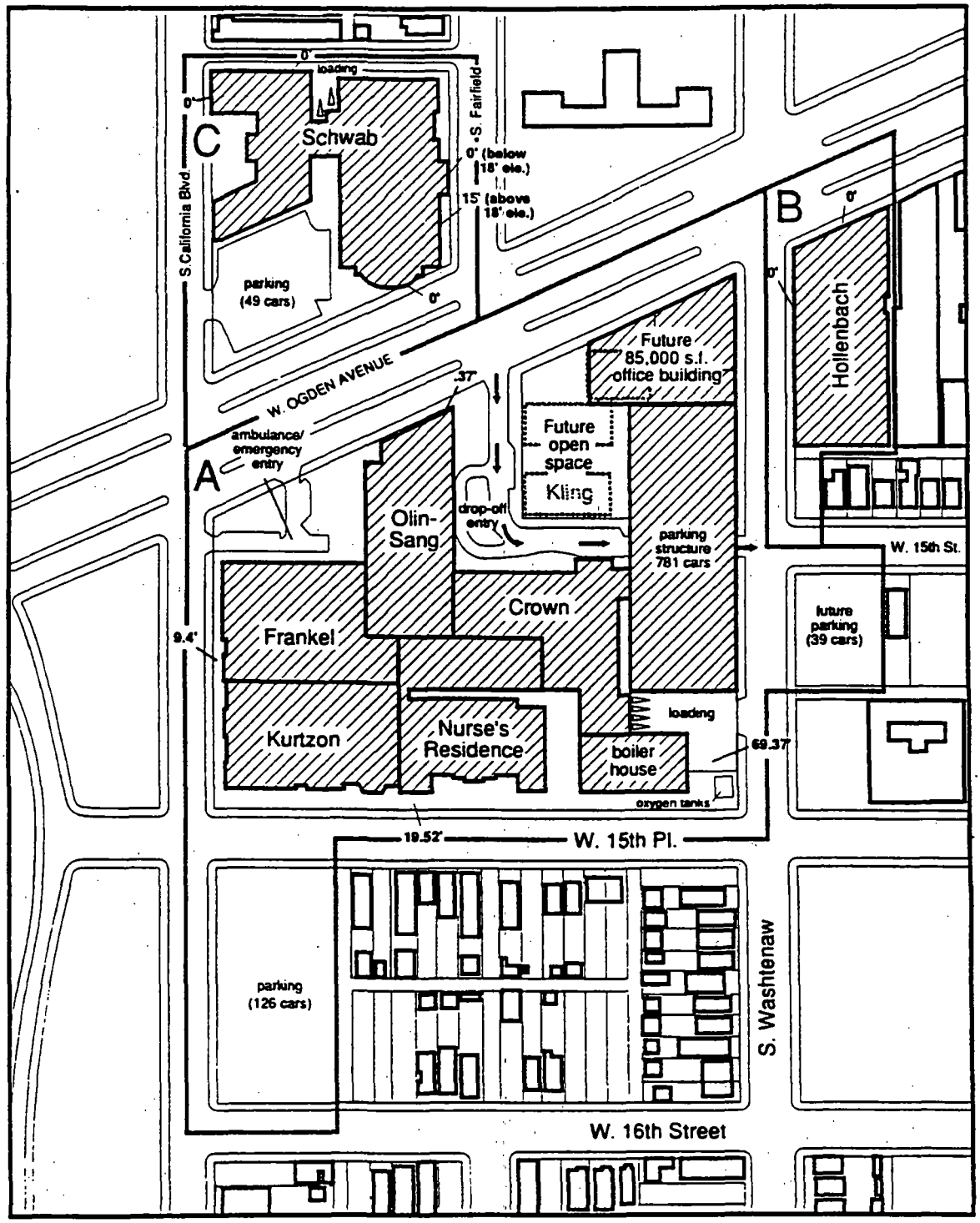
Existing Land-Use Map.

Institutional Planned Development No. 49, as amended (1978,1995)



Overall Site Plan (Conceptual).

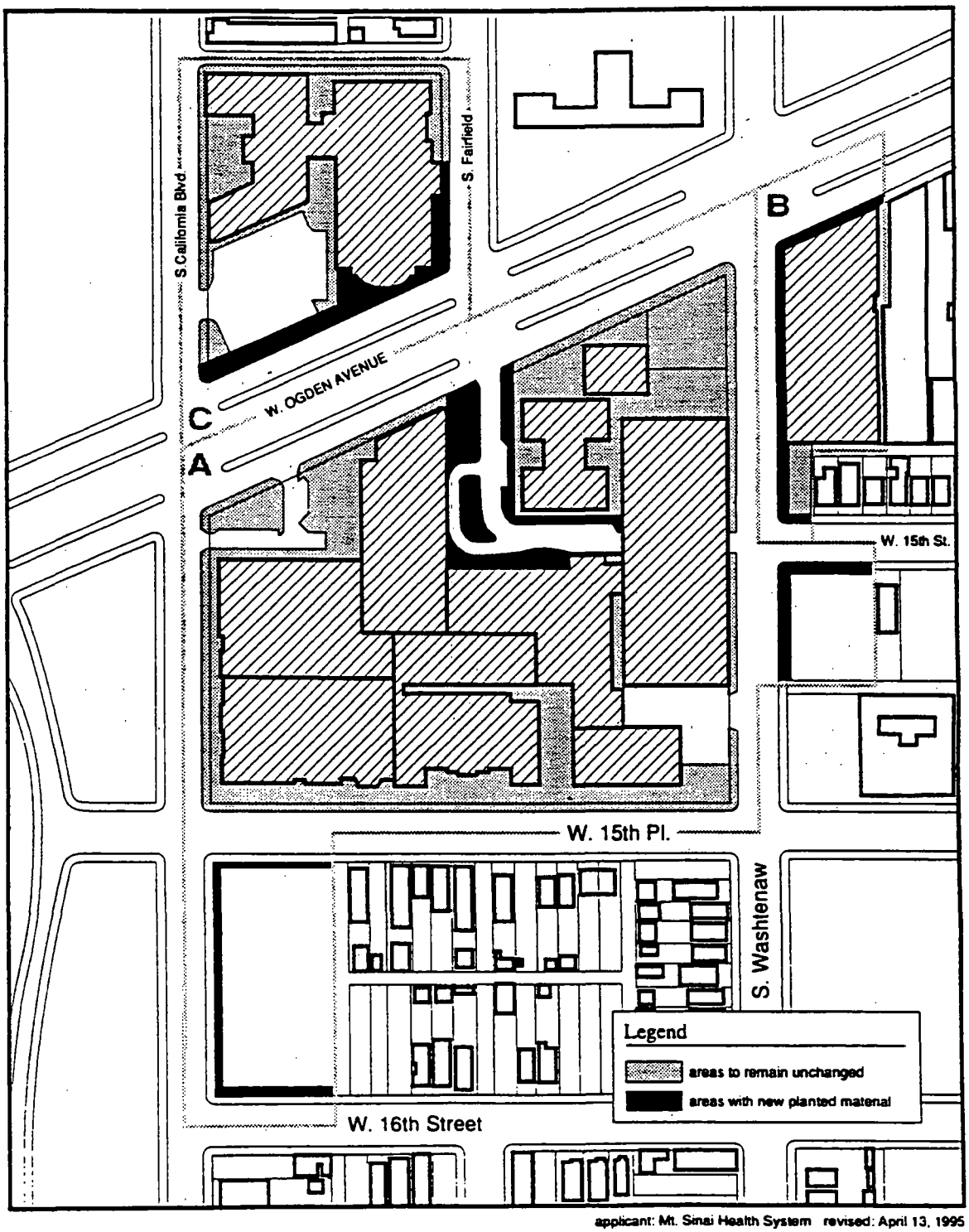
Institutional Planned Development No.49, as amended (1978,1995)



applicant: Mt. Sinai Health System revised: April 13, 1995

Overall Landscape Plan (Conceptual).

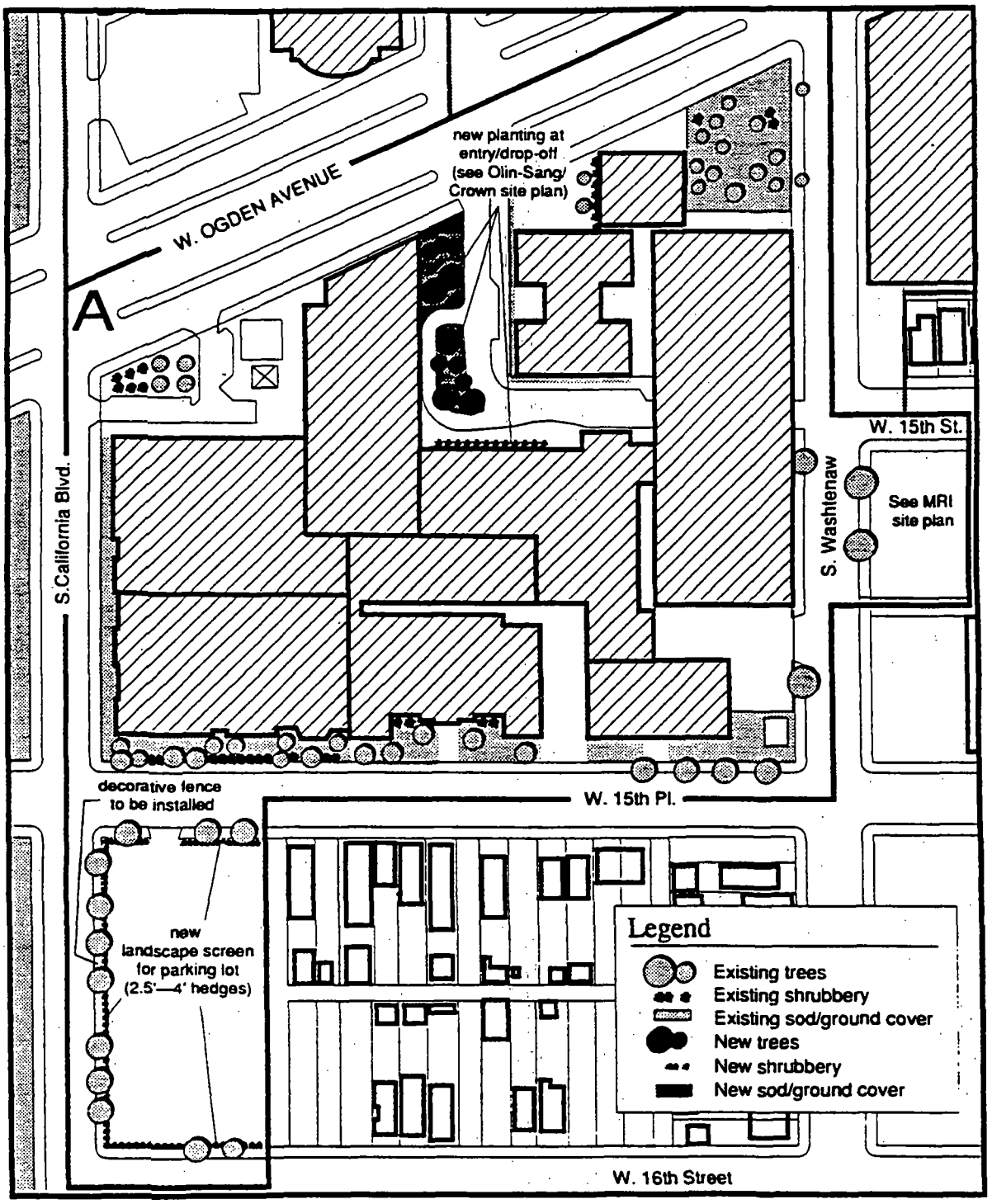
Institutional Planned Development No.49, as amended (1978,1995)



applicant: Mt. Sinai Health System revised: April 13, 1995

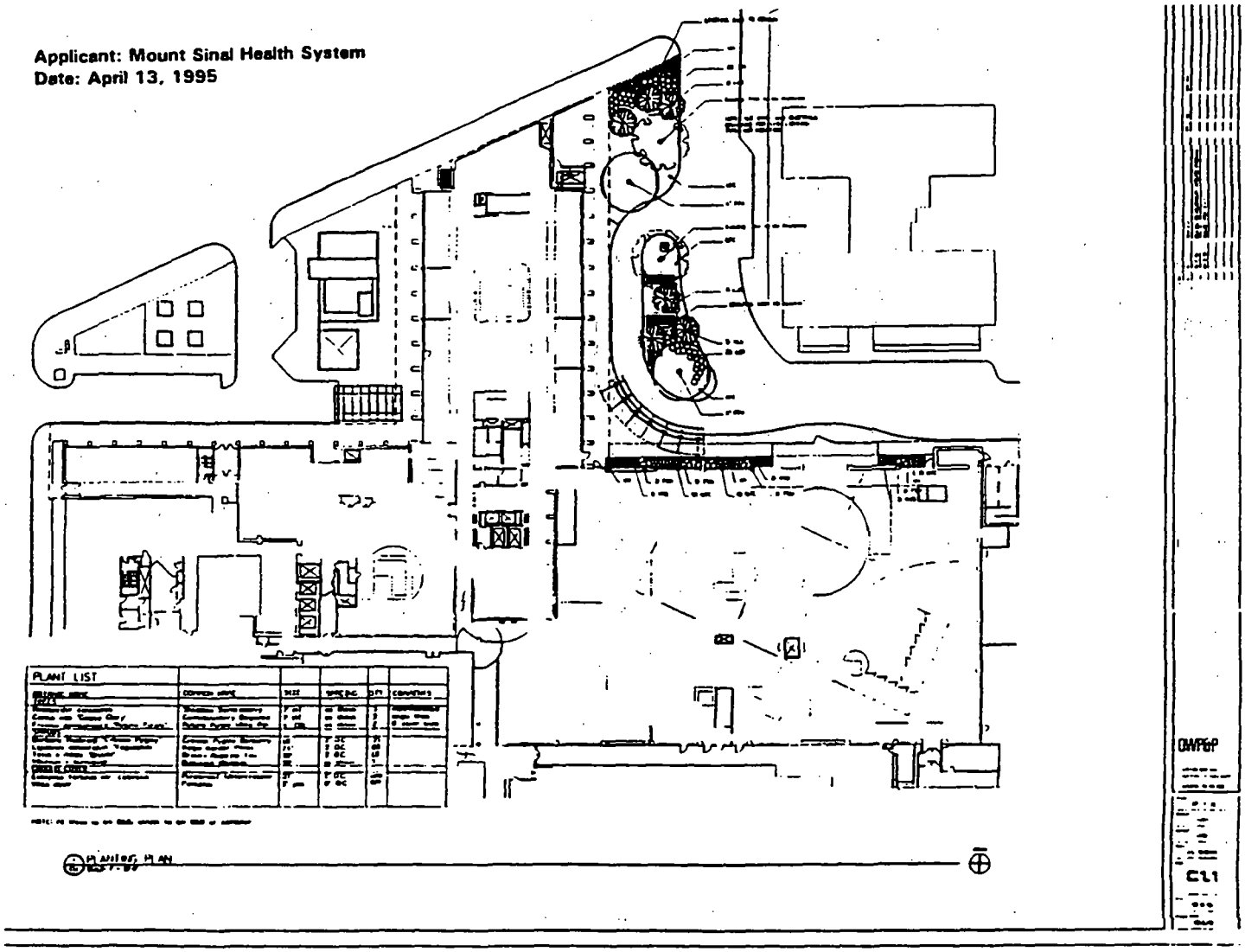
Subarea A Landscape Improvements (Conceptual).

Institutional Planned Development No.49, as amended (1978,1995)

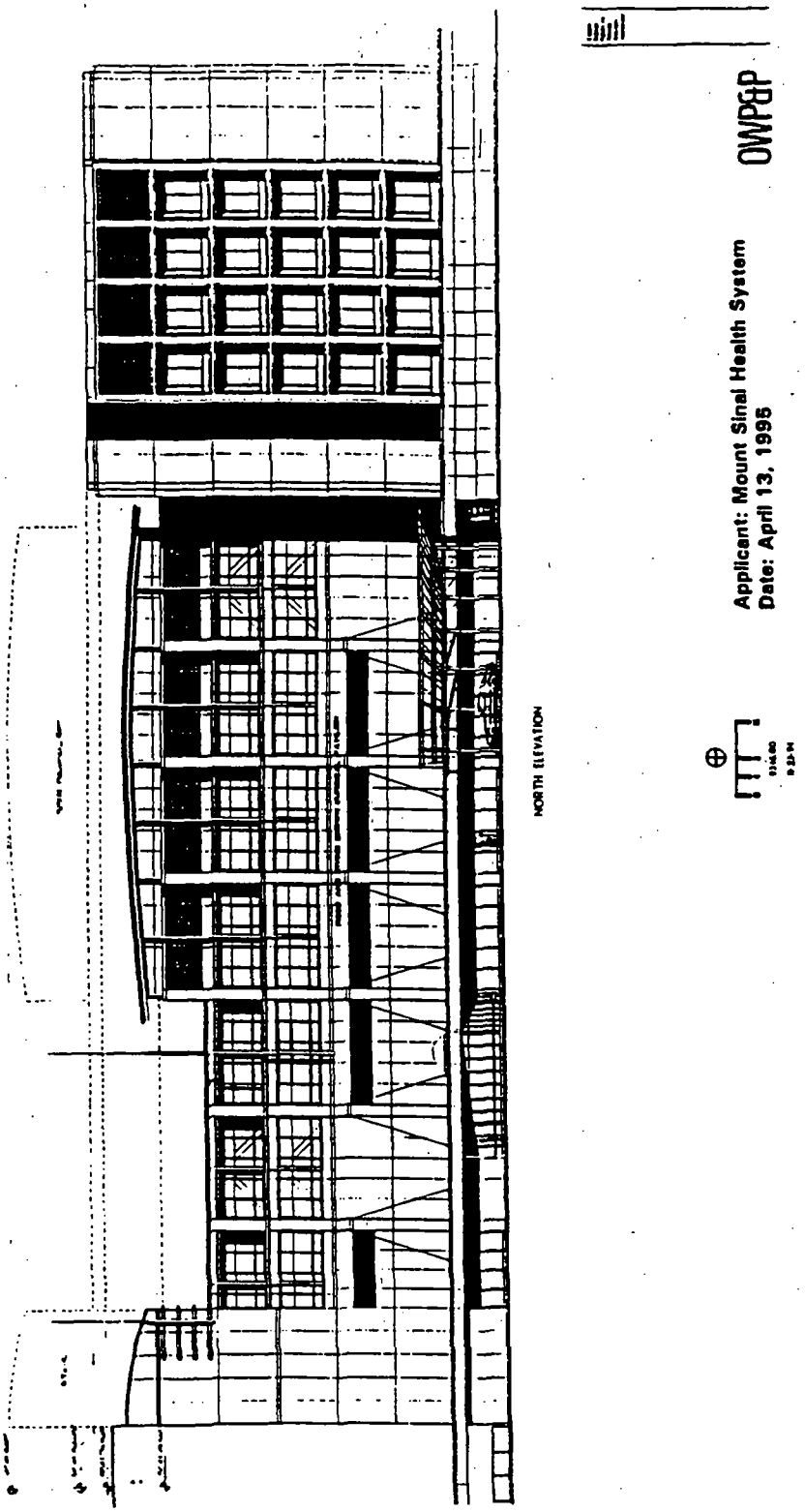


applicant: Mt. Sinai Health System revised: April 13, 1995

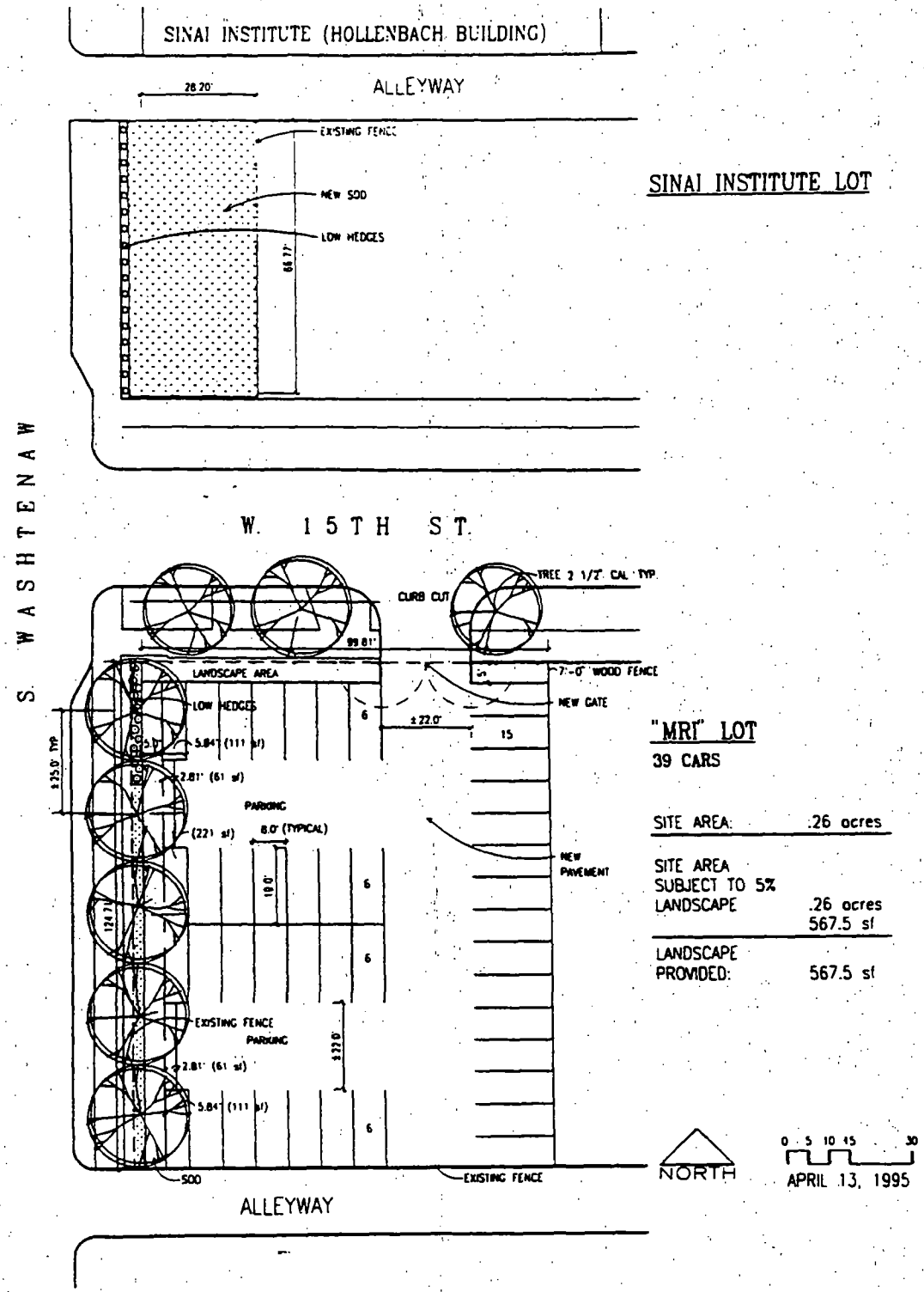
Subarea A Entryway Site Plan And Planting Plan.



Crown And Olin-Sang Building Elevations.



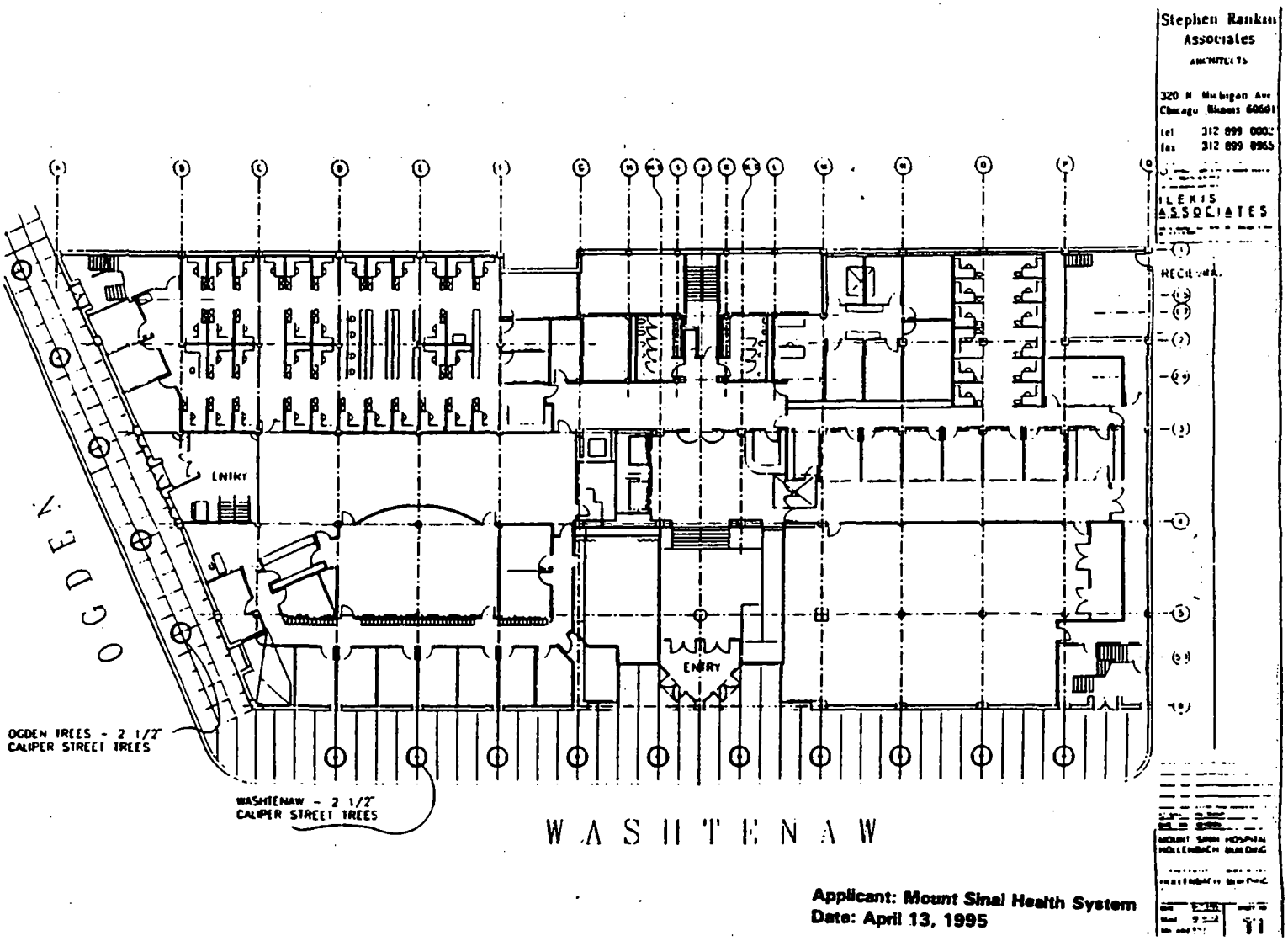
Site/Landscape Plan Of Subarea A MRI Parking Lot And Sinai Institute Lot.



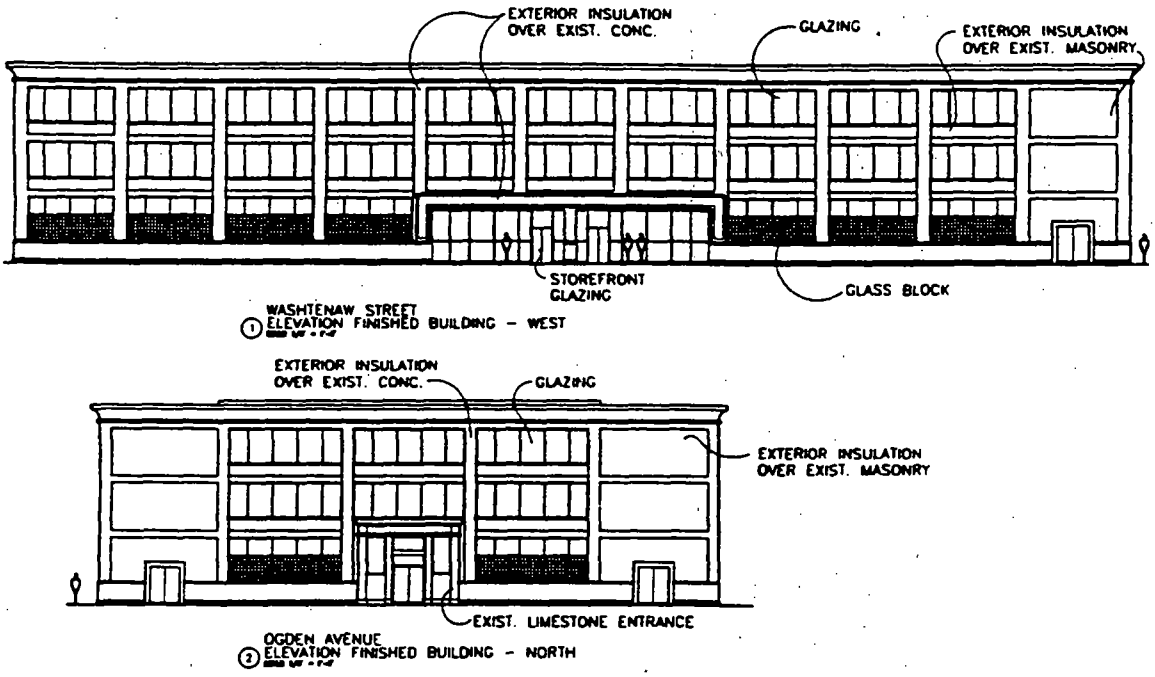
STEPHEN RANKIN ASSOCIATES
ARCHITECTS

Applicant: Mount Sinai Health System **Date: April 13, 1995**

Site/Landscape Plan Of Hollenbach Building.



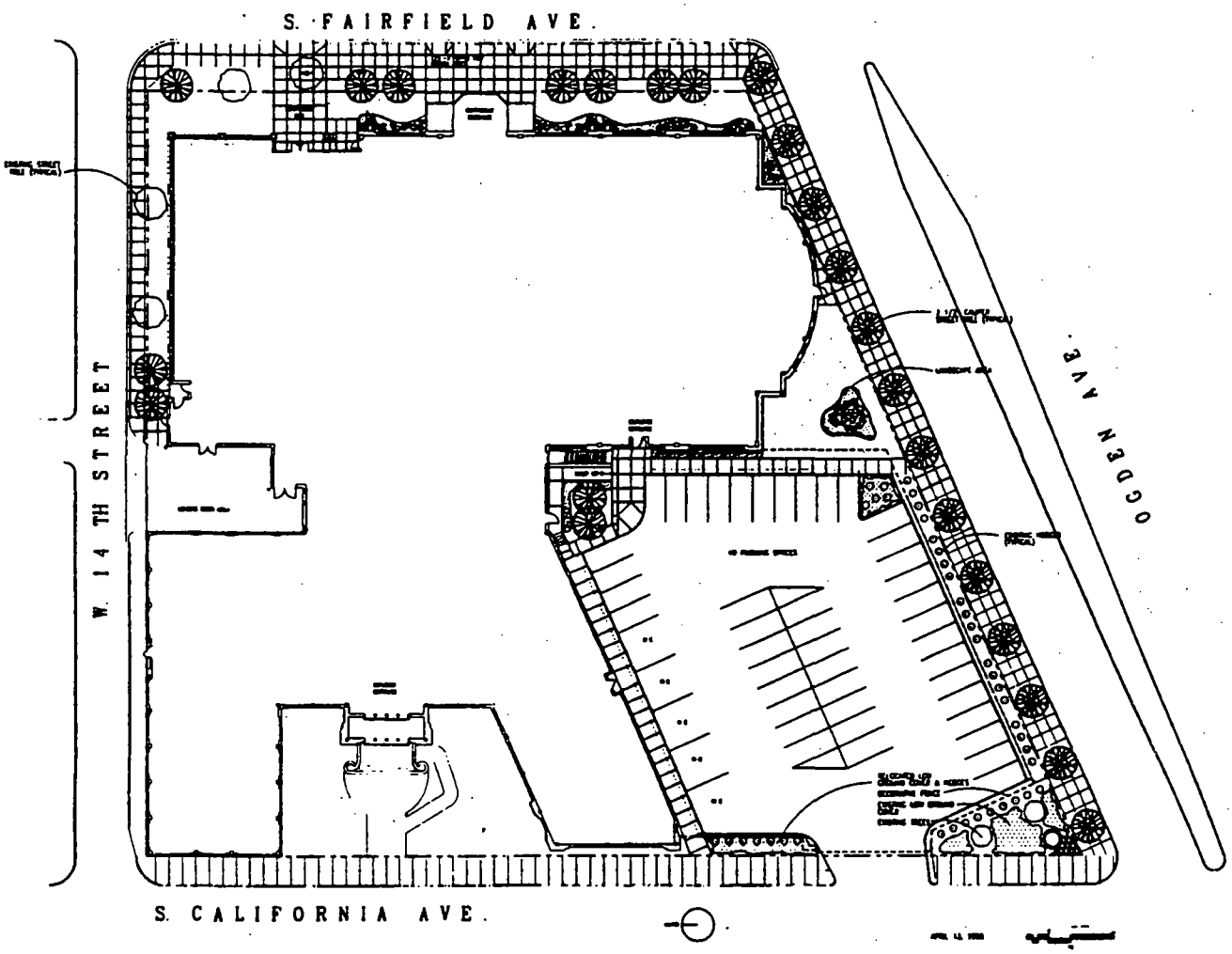
Building Elevations Of Hollenbach Building.



Stephen Rankin Associates
ARCHITECTS
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fax: 312 899-0965
ILERIS ASSOCIATES

Applicant: Mount Sinai Health System
Date: April 13, 1995

Site/Landscape Plan Of Schwab Rehabilitation Hospital.

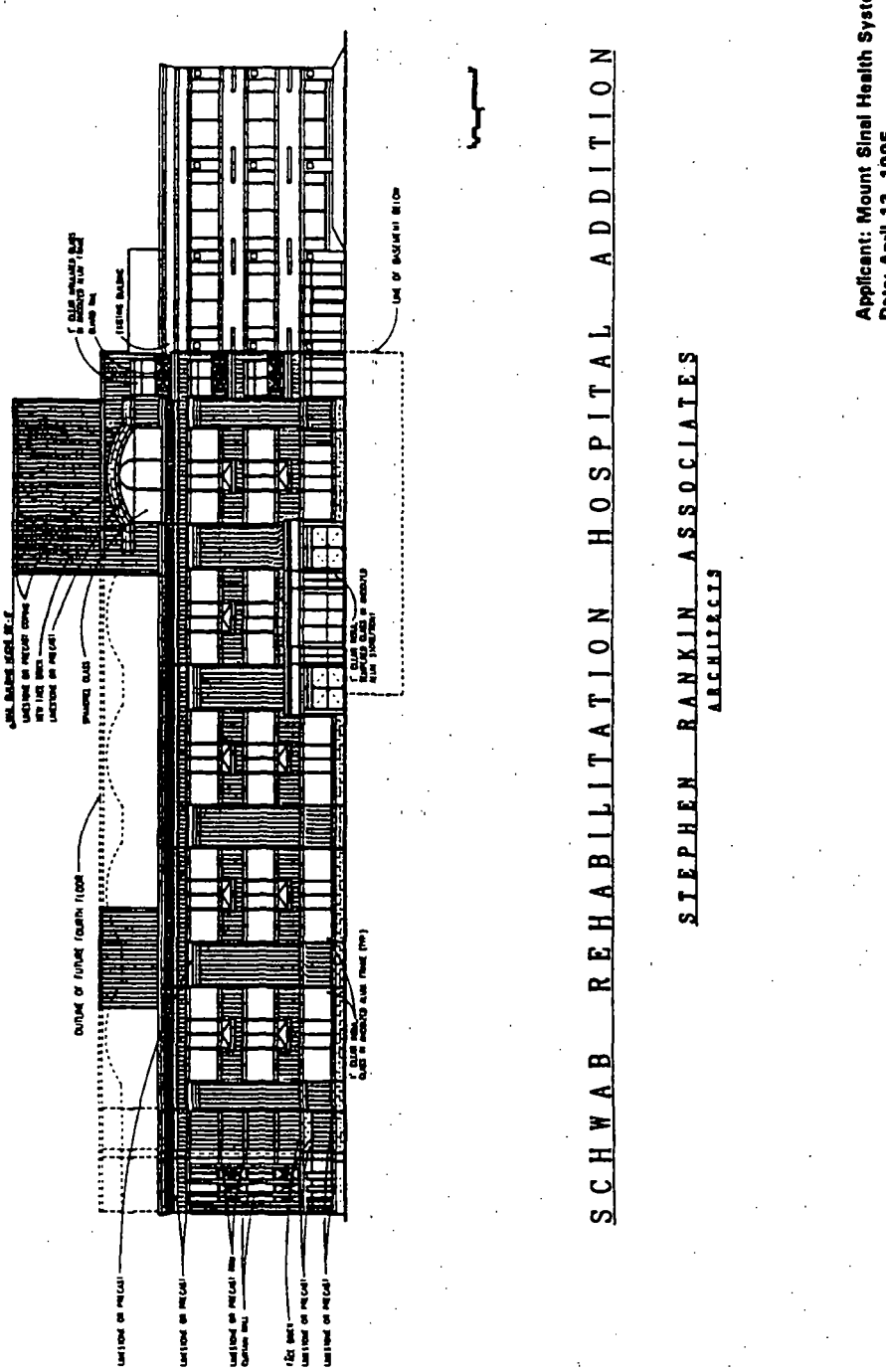


SCHWAB REHABILITATION HOSPITAL

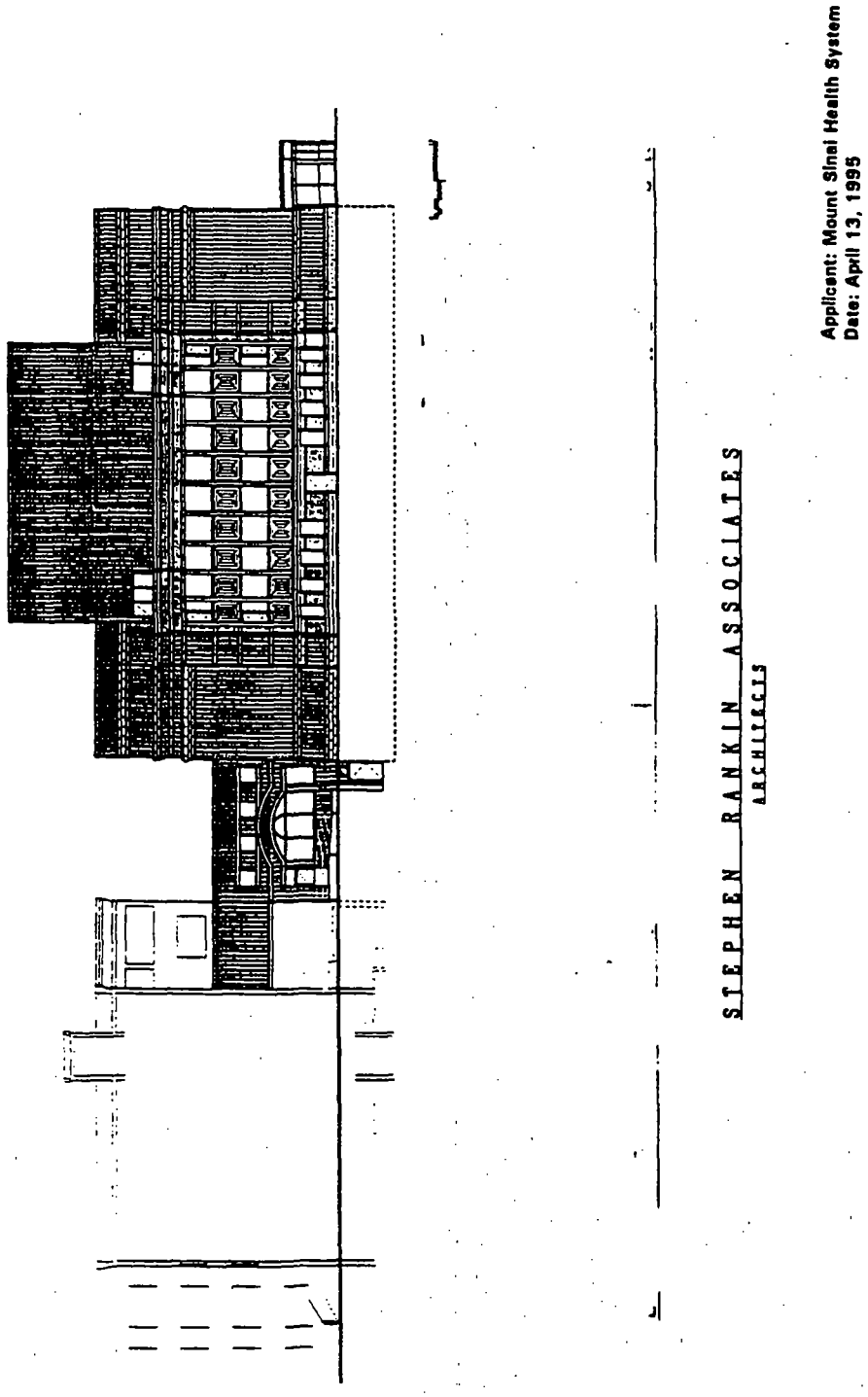
STEPHEN RANKIN ASSOCIATES
ARCHITECTS

Applicant: Mount Sinai Health System
Date: April 13, 1995

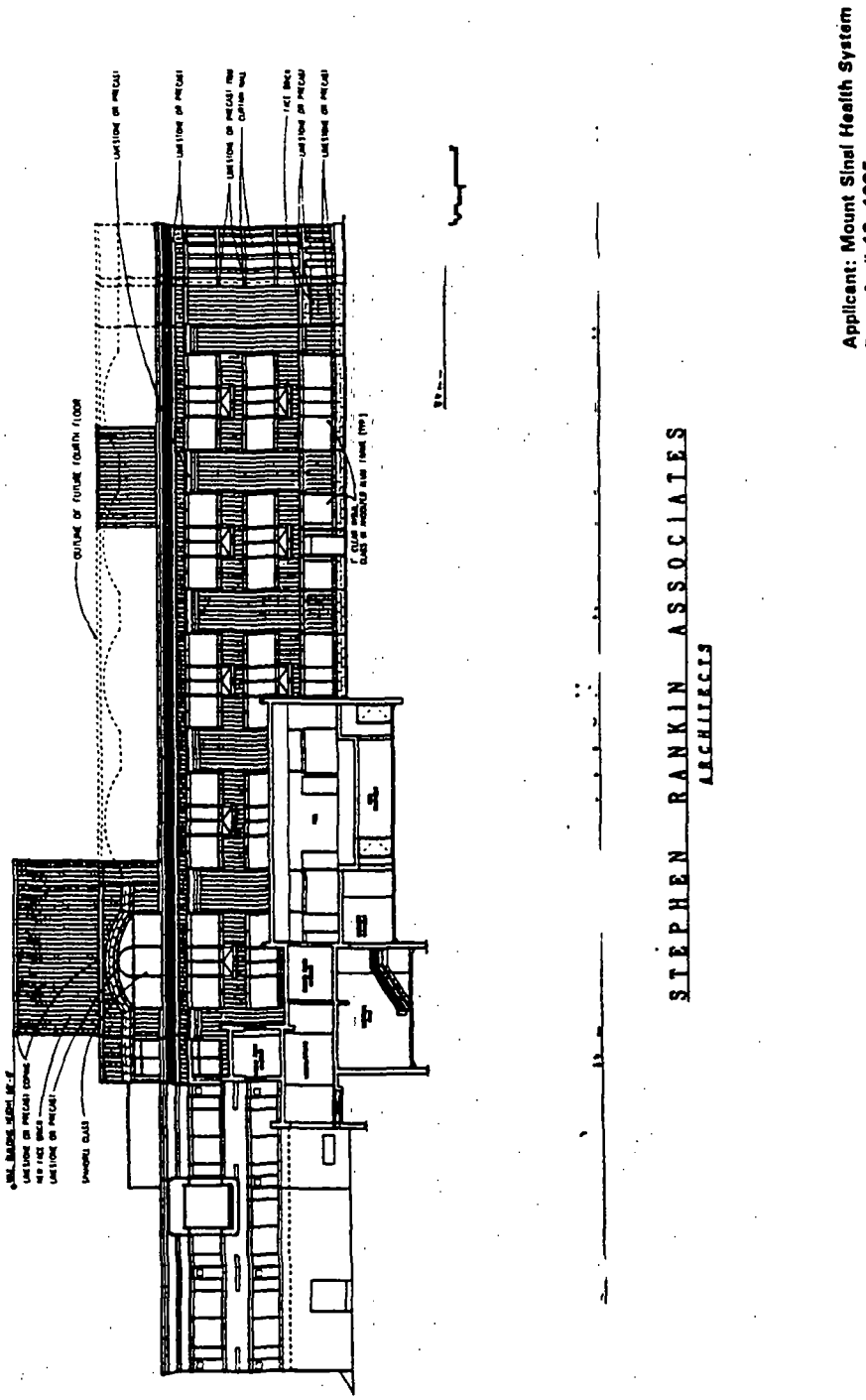
East Building Elevation Of Schwab Rehabilitation Hospital Addition.



South Building Elevation Of Schwab Rehabilitation Hospital Addition.



West Building Elevation Of Schwab Rehabilitation Hospital Addition.



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:

the alley next north of and parallel to West North Avenue; North Austin Avenue; West North Avenue; and North Meade Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 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:

the alley next north of and parallel to West North Avenue; a line 107 feet east of North Merrimac Avenue; West North Avenue; and North Merrimac Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 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:

the alley next north of and parallel to West North Avenue; North Mobile Avenue; West North Avenue; and North Narragansett Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 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:

a line 49.10 feet north of and parallel to West Barry Avenue; North California Avenue; West Barry Avenue; and the public alley next west of and parallel to North California Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 8-H in the area bounded by:

> South Archer Avenue; a line 342 feet southwesterly of West 34th Street; the alley next southeasterly of and parallel to South Archer Avenue; the alley next north of and parallel to West 34th Place; and South Damen 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-O.
(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. 9-O in the area bounded by:

> West Addison Street; North Olcott Avenue; the alley next south of and parallel to West Addison Street; and a line 43.27 feet west of North Olcott Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-M.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-M in the area bounded by:

a line 177 feet south of West 52nd Street; a line 133.23 feet east of South Meade Avenue; a line 237 feet south of West 52nd Street; and South Meade Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-N in the area bounded by:

a line 281 feet north of and parallel to West 54th Street; South Natchez Avenue; a line 231 feet north of and parallel to West 54th Street; and the alley next west of South Natchez Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-2 Local Retail District symbols and indications as shown on Map No. 13-H in the area bounded by:

> West Foster Avenue; North Paulina Street; the alley next south of and parallel to West Foster Avenue; and a line 100 feet west of North Paulina Street,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 18-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 B4-1 Restricted Service District symbols and indications as shown on Map No. 18-H in the area bounded by:

> West 72nd Street; South Ashland Avenue; a line 73.31 feet south of West 72nd Street; and the alley next west of and parallel to South Ashland Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 20-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 C2-2 General Commercial District symbols and indications as shown on Map No. 20-G in the area bounded by:

a line 48.75 feet south of West 80th Street; the alley next east of and parallel to South Racine Avenue; a line 423.75 feet south of West 80th Street; and South Racine Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 24-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 B4-1 Restricted Service District symbols and indications as shown on Map No. 24-F in the area bounded by:

a line 148.75 feet south of West 100th Street; the alley next east of and parallel to South Halsted Street; a line 348.95 feet south of West 100th Street; and South Halsted Street,

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 32-D.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 32-D in the area bounded by:

> East 130th Street; a line from a point 702.1 feet east of South Ellis Avenue and the southerly right-of-way line of East 130th Street, to a point 726.99 feet east of South Ellis Avenue and 39.12 feet south of East 130th Street; the northerly right-of-way line of East 130th Place (private road) extended; South Greenwood Avenue; and South Ellis Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Failed To Pass -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREA SHOWN ON MAP NUMBER 5-K.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of May 2, 1995 pages 335 through 336, recommending that the City Council do not pass a proposed ordinance which amends the Chicago Zoning Ordinance by reclassifying the area shown on Map Number 5-K.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed ordinance *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-K in the area bounded by:

> a line 275 feet north of West Cortland Street; North Pulaski Road; a line 175 feet north of West Cortland Street; and the alley next west of and parallel to North Pulaski Road,

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.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Mr. David Dopek, National Collegiate Athletic Association's 220 Meter Sprint Champion and student at De Paul University, accompanied by his mother, Mrs. Sandra Arnold and the De Paul University Athletic Department staff: Mr. Bill Brandshaw, Director; Ms. Sean Lenti Ponsetto, Associate Director; and Mr. Bill Leach, Track Coach.

Fifty-nine eighth grade students from Alfred Nobel Elementary School, accompanied by their teachers, Ms. Carolyn Hale and Mr. Rob Reynolds.

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 seventeenth (17th) day of May, 1995, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fourteenth (14th) day of June, 1995, 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 Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Evans, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, June 14, 1995 at 10:00 A.M., in the Council Chambers in City Hall, pursuant to Title 2, Chapter 8, Section 010 of the Municipal Code of Chicago.

James J. Laski

JAMES J. LASKI,
City Clerk.