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COPY

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

Regular Meeting--Thursday, July 13, 1995

at 10:00 A.M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

ALDERMAN LORRAINE L. DIXON, PRESIDENT PRO TEMPORE, IN CHAIR.

In the absence of The Honorable Richard M. Daley, Mayor, Alderman Lorraine L. Dixon, President Pro Tempore, assumed the Chair.

Attendance At Meeting.

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

Absent -- Aldermen Preckwinkle, Murphy.

Call To Order.

On Thursday, July 13, 1995, at 10:00 A.M., The Honorable Lorraine L. Dixon, President Pro-Tempore, 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, Holt, Steele, Beavers, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Coleman, Streeter, Rugai, Troutman, Munoz, Zalewski, Chandler, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 41.

Quorum present.

Invocation.

Father Michael L. Pfleger of Saint Sabina Church opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- APPOINTMENT OF MS. DIANE AIGOTTI AS BUDGET DIRECTOR.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Diane Aigotti as Budget Director.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. BARBARA LUMPKIN AS CITY COMPTROLLER.

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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Barbara Lumpkin as City Comptroller.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. WILLIAM C. BARTHOLOMAY AS COMMISSIONER OF CHICAGO PARK DISTRICT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have appointed William C. Bartholomay as a commissioner of the Chicago Park District for a term expiring April 25, 2000.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

At this point in the proceedings, Alderman Dixon, President Pro Tempore, relinquished the Chair to The Honorable Richard M. Daley, Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF AFFIRMATIVE ACTION ADVISORY BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 Affirmative Action Advisory Board for term expiring October 31, 1996: Thomas Little, Carlos Ponce and Stephanie Stephens, all reappointed; Larry A. Huggins, to succeed Glenn M. Harston, whose term has expired; and Daniel J. Walsh, to succeed Daniel Maguire, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF ADVISORY COMMISSION ON AFRICAN AFFAIRS.

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

July 13, 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 Commission on African Affairs for the terms indicated:

Term expiring July 1, 1996:

Veronica Bedu-Addo, to succeed Reginald D. Taylor-Ochoa, who has resigned.

Term expiring July 1, 1997:

Anghesom Atsbaha, to succeed Christian E. Nze, whose term has expired.

Term expiring July 1, 1998:

Funmi M. Apantaku, to succeed Elkin Sithole, deceased; and Brendaline R. Roker, to succeed Lorraine Morgan, who has resigned.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

July 13, 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 Arab Affairs for the terms indicated:

Term expiring July 1, 1996:

Dalal M. Jarad, to succeed Yacoub Y. Al-Ubaidi, whose term has expired; and Mona T. Khalidi, to succeed Mansour H. Mansour, whose term has expired.

Term expiring July 1, 1997:

Mazin F. Safar, to succeed Samir D. Khalil, whose term has expired.

Term expiring July 1, 1998:

Khaled O. Akkawi, to succeed Issa Bata, whose term has expired; and Akram Mufarreh, to succeed Quaseem Blan, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF JAY JUNG-IL KIM AS MEMBER OF ADVISORY COUNCIL ON ASIAN AFFAIRS.

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

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Jay Jung-Il Kim as a member of the Advisory Council on Asian Affairs for a term expiring July 1, 1997, to succeed Dr. Hyo H. Byun, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF REVEREND GROUN D. TZONKOV AS MEMBER OF ADVISORY COUNCIL ON IMMIGRANTS AND REFUGEE AFFAIRS.

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

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Reverend Groun D. Tzonkov as a member of the Advisory Council on Immigrants and Refugee Affairs for a term expiring July 1, 1997, to succeed Cynthia A. Yannias, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

July 13, 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 Latino Affairs for the terms indicated:

Term expiring July 1, 1996:

Grace Cervantes, to succeed Isabel Muñiz, who has resigned.

Term expiring July 1, 1997:

Susana Martinez, to succeed Margarita Martinez, who has resigned; Lucy Robles-Aquino, to succeed Arturo Gallegos, whose term has expired; and Guillermina A. Ybarra, to succeed Tomas E. Revollo, who has resigned.

Term expiring July 1, 1998:

Nadine R. Arroyo, to succeed Kathy Ortiz, who has resigned.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF ADVISORY COUNCIL ON VETERANS' AFFAIRS.

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

July 13, 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 Veterans' Affairs for the terms indicated:

Term expiring July 1, 1997:

Curtis D. Jones, to succeed Robert Garner, deceased.

Term expiring July 1, 1998:

James C. Darby, to succeed Steven D. Halling, whose term has expired; and Samuel L. Parks, to succeed Thomas L. Miller, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. PAMELA M. ALFONSO AS MEMBER 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

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Pamela M. Alfonso as a member of the Advisory Council on Women for a term expiring July 1, 1996, to succeed Leslie Hindman, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF BUILDING BOARD OF APPEALS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have reappointed Willie B. Finch, Glenn M. Harston and Richard E. Zulkey as members of the Building Board of Appeals for terms expiring April 21, 1997.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF COMMISSION ON CHICAGO LANDMARKS.

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 Historical Landmark Preservation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have reappointed John W. Baird, Kein L. Burton, Peter C. B. Bynoe, Marian A. Despres, Albert M. Friedman,

Joseph A. Gonzalez and Seymour Persky as members of the Commission on Chicago Landmarks for term expiring March 11, 1999.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF COMMUNITY DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have reappointed Elvin E. Charity and Clyde Martin, Sr. as members of the Community Development Commission for term expiring February 26, 2000.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF CULTURAL AFFAIRS ADVISORY BOARD.

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 Special Events and Cultural Affairs:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 Cultural Affairs Advisory Board for the terms indicated:

Term expiring March 20, 1996:

Amina J. Dickerson, Paul H. Dykstra, Ardis J. Krainik, Gail Moss, Clarence S. Wilson, Jr. and Jessie A. Woods, all reappointed; Thomas Murphy, to succeed Mitchell P. Kobelinski, whose term has expired; and Rita Simo, to succeed Eliud Hernandez, whose term has expired.

Term expiring March 20, 1997:

Willard Boyd, Willie K. Moy, Bernard Sahlins and James Wood, all reappointed; Lester L. Barclay, to succeed Mirron Alexandroff, whose term has expired; and Geraldine DeHaas, to succeed Virginio L. Ferrari, whose term has expired.

Term expiring March 20, 1998:

Ellen S. Alberding, Sondra Berman Epstein, Abena J. Brown and Carlos Tortolero, all reappointed; Lou J. Conte, to succeed Stanley Balzekas, Jr., whose term has expired; William C. Campbell; and Jackie S. Kazarian, to succeed Jeanne R. Malkin, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. JAMES K. HEFFERNAN AS MEMBER OF CHICAGO EMERGENCY TELEPHONE SYSTEM BOARD.

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 Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have reappointed James K. Heffernan as a member of the Chicago Emergency Telephone System Board for a term ending July 1, 2000.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF LOW-INCOME HOUSING TRUST FUND.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have reappointed Reverend Daniel Alvarez, Sr., Marina Carrott, Douglas C. Dobmeyer, Thomas J. McNulty, Michael A. Ross and Lilo Salmon as members of the Low-Income Housing Trust Fund for term expiring December 31, 1996.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF SOUTHWEST HOME EQUITY COMMISSION I.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 Southwest Home Equity Commission I for the terms indicated:

Term expiring June 28, 1997:

Linda A. Dougherty, to succeed Franklin D. Coleman, whose term has expired; Bruce Ziemer, to succeed Armon R. Schmidt, whose term has expired; and Yolanda Gamboa, to succeed Joseph Lara, whose term has expired.

Term expiring June 28, 1998:

Allen P. Shemaltauskis, to succeed Matthew T. Rooney, who has resigned.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF SOUTHWEST HOME EQUITY COMMISSION II.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 Southwest Home Equity Commission II for the terms indicated:

Term expiring June 28, 1996:

John Retzky, to succeed Leonard Paluch, whose term has expired; John W. Justin; to succeed William Schaefer, deceased; and Joanne Rock, to succeed Albert Rodrigues, whose term has expired.

Term expiring June 28, 1997:

Kathleen M. Anderson, to succeed John Wedel, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. HERBERT J. BIAS AND MR. DENNIS M. HEYWOOD AS MEMBERS OF 95TH STREET/BEVERLY HILLS BUSINESS AREA COMMISSION (SPECIAL SERVICE AREA NUMBER 4).

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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have appointed Herbert J. Bias and Dennis M. Heywood as members of the 95th Street/Beverly Hills Business Area Commission (Special Service Area No. 4) for terms expiring October 1, 1997.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF GREATER LAKEVIEW EAST COMMISSION (SPECIAL SERVICE AREA NUMBER 8).

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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- I have reappointed Janice F. Elkins, Dewey G. Harrington, Bridget O'Connell-Koconis, Robert J. Ralis and Frank H. Scharl as members of the Greater Lakeview East Commission (Special Service Area No. 8) for the term expiring October 1, 1996.

Your favorable consideration of these reappointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF BACK OF THE YARDS COMMISSION (SPECIAL SERVICE AREA NUMBER 10).

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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 Back of the Yards Commission (Special Service Area No. 10) for the term expiring October 1, 1998:

Patrick J. Salmon, reappointed; Rogelio Montemayor, to succeed Leonard Neckopulos, who has resigned; Dr. Julian Ramirez, to succeed Ronald A. Rufo, whose term has expired; and Hector Garcia, to succeed Javier P. Navarro, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF STOCKYARDS SERVICE COMMISSION (SPECIAL SERVICE AREA NUMBER 13).

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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 Stockyards Service Commission (Special Service Area No. 13):

Term expiring October 1, 1996:

Richard G. McCurrie, to succeed Richard J. McCurrie, who has resigned;

Term expiring October 1, 1998:

Eugene C. Robbin and Patricia A. Schopper, both reappointed, and Dorothy Chaplick, to succeed Charles J. Nodus, whose term has expired.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 8, CHAPTERS 20 AND 24 OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT MANUFACTURE, SALE AND POSSESSION OF DISC PROJECTILE AMMUNITION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance amending Chapters 8-20 and 8-24 of the Municipal Code of Chicago to prohibit the manufacture, sale and possession of disc projectile ammunition.

Your favorable consideration of this ordinance will be appreciated.

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 9, CHAPTER 112 OF MUNICIPAL CODE OF CHICAGO RELATING TO TAXICAB RATES FOR TRANSPORTATION FROM CHICAGO O'HARE INTERNATIONAL AIRPORT AND CHICAGO MIDWAY AIRPORT TO VILLAGE OF ELK GROVE, ILLINOIS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation and the Commissioner of Consumer Services, I transmit herewith an ordinance amending Chapter 9-112 of the Municipal Code relating to taxicab rates for transportation from Chicago O'Hare International Airport or Chicago Midway Airport to the Village of Elk Grove.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR LOAN OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO NORMAL STREET PROPERTIES LIMITED PARTNERSHIP FOR REHABILITATION OF PROPERTIES AT 6750 -- 6754, 6800 -- 6806 AND 6808 SOUTH NORMAL AVENUE.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 loan of $1,667,119 in Community Development Block Grant funds to Normal Street Properties Limited Partnership, for the rehabilitation of 73 dwelling units located at 6750 -- 6754, 6800 -- 6806 and 6808 South Normal Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EVIDENCE OF OFFICIAL INTENT FOR ISSUANCE OF INDUSTRIAL DEVELOPMENT BONDS FOR ELI'S CHICAGO'S FINEST, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 evidencing official intent of the City of Chicago to issue Industrial Development Bonds in an amount not to exceed $7,000,000 for Eli's Chicago's Finest, Inc..

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR LOAN TO MS. IRENE KRUEL, MS. DONNA KRUEL AND MR. ROGER KRUEL FOR REHABILITATION OF PROPERTY AT 1826 SOUTH AVERS AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 loan in an amount not to exceed $205,437 to Irene Kruel, Donna Kruel and Roger Kruel for the rehabilitation of six dwelling units in a building located at 1826 South Avers Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR LOAN TO MS. LENORE Y. BEDAR FOR REHABILITATION OF PROPERTY AT 3023 WEST JACKSON BOULEVARD AND 311 SOUTH WHIPPLE 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

July 13, 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 loan in an amount not to exceed $246,676 to Lenore Y. Bedar for the rehabilitation of certain real property located at 3023 West Jackson Boulevard and 311 South Whipple Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- OFF-AIRPORT RENTAL CAR COMPANIES PROHIBITED FROM USE OF CHICAGO O'HARE INTERNATIONAL AIRPORT OR CHICAGO MIDWAY AIRPORT WITHOUT COURTESY VEHICLE PERMIT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 providing that no off-airport rental car company may use O'Hare or Midway Airports without a courtesy vehicle permit to be issued by the Commissioner of Aviation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR AMENDMENT TO SEARS, ROEBUCK AND COMPANY MIDWAY AIRPORT HANGAR AGREEMENT AND APPROVAL OF SUBLEASE FROM SEARS TO WILLIAM WRIGLEY JR. COMPANY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 an amendment to the Sears, Roebuck and Company Midway Airport Hangar Agreement with the City of Chicago and approving a sublease from Sears to the William Wrigley Jr. Company.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR LEASE OF HANGAR SPACE AT CHICAGO MIDWAY AIRPORT TO AMERICAN TRANS AIR, INC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 City to lease a hangar at Midway Airport to American Trans Air, Inc..

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROPRIATION OF GRANT FUNDS WITHIN FUND 925 FOR SPECIFIED PURPOSES.

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

July 13, 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 appropriating an additional $4,064,000 in Fund 925 -- Grant Funds for certain specified purposes.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF PARCELS WITHIN 89TH LOOMIS BLIGHTED COMMERCIAL DISTRICT TO C & F 89TH LOOMIS JOINT VENTURE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 the sale of seven parcels in the 89th Loomis Blighted Commercial District to the C & F 89th Loomis Joint Venture.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- BOARD OF COMMISSIONERS OF COOK COUNTY URGED TO ENTER NO-CASH BID ON BEHALF OF CITY OF CHICAGO FOR PROPERTY AT 7514 SOUTH KINGSTON AVENUE AND AUTHORIZATION FOR RECONVEYANCE TO ISRAEL OF GOD CHURCH PURSUANT TO CHICAGO 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

July 13, 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 a no-cash bid on behalf of the City for acquisition of one vacant, tax delinquent parcel located at 7514 South Kingston Avenue and authorizing subsequent conveyance to the Israel of God Church pursuant to the Tax Reactivation Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF DONATION BY SEARS, ROEBUCK AND COMPANY OF BUILDING AND ADJACENT PARKING LOT AT 3350 WEST FILLMORE STREET. (SPAULDING BUILDING)

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 approving the acceptance of the donation by Sears, Roebuck and Company to the City of Chicago of a certain building and adjacent parking lot located at 3350 West Fillmore Street, known as the Spaulding Building.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR COLUMBUS-CABRINI MEDICAL CENTER TO INSTALL, OPERATE AND MAINTAIN PRIVATE INTEROFFICE TELECOMMUNICATIONS SYSTEM IN 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

July 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance authorizing Columbus-Cabrini Medical Center to install, operate and maintain a private interoffice telecommunications system in the public ways of the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO INITIATE PILOT PROGRAM FOR INSTALLATION OF TRAFFIC CIRCLES ON RESIDENTIAL STREETS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing a pilot program for the installation of traffic circles on residential streets.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Placed On File -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF AFFIRMATIVE ACTION ADVISORY BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 13, 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 Affirmative Action Advisory Board for term expiring October 31, 1996: Joseph F. Boyle, Jr. and Alexander Grzyb, both reappointed; and Troy Ratliff, to succeed Patricia Martin, who has resigned.

This communication is submitted for your information.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, relinquished the Chair to Alderman Dixon, President Pro Tempore.

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 -- CERTIFICATION AS TO AMOUNTS OF ASSESSMENTS FOR STREET IMPROVEMENT PROGRAM AT SPECIFIED LOCATIONS.

A communication from Mr. Timothy W. Martin, Chief Highway Engineer, Department of Transportation, addressed to the City Clerk under the date of June 30, 1995, transmitting certified copies of the amounts of assessments under the Street Improvement Program for various projects in accordance with Title 10, Chapter 12 of the Municipal Code of Chicago, which was *Placed on File.*

Placed On File -- ELIGIBILITY REPORT AND REDEVELOPMENT PLAN AND PROJECT FOR 95TH AND WESTERN AVENUE REDEVELOPMENT PROJECT AREA.

A communication from Mr. Steven J. Trantillo, Assistant Corporation Counsel, under date of June 22, 1995, transmitting the following documents, which was *Placed on File:*

Tax Increment Financing Eligibility Report for the 95th and Western Avenue Redevelopment Project Area; and

95th and Western Avenue Redevelopment Plan and Project.

Placed On File -- NOTIFICATION OF PROJECT COMPLETION FOR TRAFFIC SIGNAL MODERNIZATION ON PORTIONS OF NORTH MICHIGAN AVENUE.

A communication from Mr. James C. Slifer, Director of Highways, Illinois Department of Transportation, under date of June 20, 1995, transmitting a notification of the satisfactory completion of the project known as Federal Aid Urban 2911, Contract No. 80817, Cook County, concerning traffic signal modernization at specified intersections on North Michigan Avenue, which was *Placed on File.*

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on June 14, 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 July 13, 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 June 14, 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 -- AMENDMENT OF CITY OF CHICAGO PERSONNEL RULES BY INCLUDING FAILURE TO FILE VEHICLE STICKER PURCHASE AFFIDAVIT AS CAUSE FOR DISCIPLINARY ACTION.

The Honorable James J. Laski, City Clerk, submitted an ordinance which would amend Rule XVIII, Section 1 of the City of Chicago Personnel Rules by adding thereto a new Part 29, which would include as a cause for disciplinary action the failure to file with the City Clerk by July 1 of each year an affidavit certifying compliance with Title 3, Chapter 56, Section 020 of the Municipal Code of Chicago, which requires any motor vehicle owner residing within the city to purchase a vehicle sticker, which was *Referred to the Committee on Finance.*

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:

A.A. Rayner & Sons -- to classify as a B5-2 General Service District instead of an R3 General Residence District and a B4-1 Restricted Service District the area shown on Map No. 16-E bounded by:

a line 147 feet north of East 71st Street; South Calumet Avenue; East 71st Street; a line 67.6 feet west of the alley next west of and parallel to South Prairie Avenue; a line 84 feet north of East 71st Street; a line 125 feet east of South Indiana Avenue; a line 125 feet north of East 71st Street; the alley next west of and parallel to South Prairie Avenue; a line 50 feet north of East 71st Street; South Prairie Avenue; a line 62.5 feet north of East 71st Street; and the alley next east of and parallel to South Prairie Avenue.

Aetna Development Corporation -- to classify as a B7-5 General Central Business District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by:

West Ohio Street; North Orleans Street; West Grand Avenue; a line 214.55 feet west of North Orleans Street; a line 118 feet north of West Grand Avenue; and a line 243 feet west of North Orleans Street.

American Stores Properties, Inc. -- to classify as a B5-1 General Service District instead of a B3-1 General Retail District the area shown on Map No. 24-I bounded by:

a line 280 feet north of and parallel to West 103rd Street; South Kedzie Avenue; West 103rd Street; and a line 595.50 feet east of and parallel to South Kedzie Avenue.

Mr. Howard Anthony -- to classify as a C2-4 General Commercial District instead of an M2-4 General Manufacturing District the area shown on Map No. 4-I bounded by:

West 14th Street; South Western Avenue; a line 106 feet south of and parallel to West 14th Street; and the public alley next west of and parallel to South Western Avenue.

Best Development and Construction, Ltd. -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 7-G bounded by:

the east/west public alley next north of and parallel to West Fletcher Street; the north/south line 291.00 feet east of and parallel to the east line of North Southport Avenue, running south to the north line of West Fletcher Street; the north line of West Fletcher Street; and a north/south line 266.0 feet east of and parallel to the east line of North Southport Avenue, running north to the point of beginning.

Chicago and Western Indiana Railroad -- to classify as an R5 General Residence District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 18-B bounded by:

a 2.82 acre tract of land fronting 200 feet on the east line of South Parnell Avenue, the south line of which lies 464 feet north of and parallel to the north line of West 87th Street, by a depth of 670 feet on the south line and a depth of 560 feet on the north line.

Chicago and Western Indiana Railroad -- to classify as an R5 General Residence District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 18-B bounded by:

a 2.87 acre tract of land fronting 260 feet on the east line of South Parnell Avenue, the south line of which lies 664 feet north of and parallel to the north line of West 87th Street, by a depth of 560 feet on the south line and a depth of 400 feet on the north line.

Chicago and Western Indiana Railroad -- to classify as an R5 General Residence District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 18-B bounded by:

a 2.98 acre tract of land fronting 520 feet on the east line of South Parnell Avenue, the south line of which lies 924 feet north of and parallel to the north line of West 87th Street, by a depth of 400 feet on the south line and a depth of 100 feet on the north line.

Chicago and Western Indiana Railroad -- to classify as an R5 General Residence District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 18-B bounded by:

a 2.98 acre tract of land fronting 194 feet on the east line of South Parnell Avenue, the south line of which lies 270 feet north of and parallel to the north line of West 87th Street, by a depth of 670 feet.

Chicago and Western Indiana Railroad -- to classify as an R5 General Residence District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 18-B bounded by:

a 2.32 acre tract of land fronting 434 feet on the north side of West 87th Street and fronting 270 feet on the east side of South Parnell Avenue, save and except that certain parcel of land fronting 101 feet on the north side of West 87th Street, and fronting 158 feet on the east side of South Parnell Avenue.

Chicago Title & Trust Company, under Trust Number 1098730 dated January 12, 1994 -- to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 16-K bounded by:

West 68th Street; South Pulaski Road; a line 198.75 feet south of and parallel to West 68th Street; and the public alley next west of and parallel to South Pulaski Road.

Chicago Urban Day School -- to classify as an R5 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 20-D bounded by:

a line 87.7 feet north of East 82nd Street; the alley east of and parallel to South Cottage Grove Avenue; East 82nd Street; and South Cottage Grove Avenue.

The Claridge at Cicero Limited Partnership -- to classify as an Institutional Planned Development instead of a C2-2 General Commercial District the area shown on Map No. 10-K bounded by:

the alley next east of and parallel to South Cicero Avenue; West 45th Street; South Cicero Avenue; and a line 443.07 feet north of and parallel to West 45th Street.

Cumberland Homes Ltd. -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

starting at the point of beginning, the west line of North Hoyne Avenue, starting at the south face of the railroad tracks going south 56.87 feet; thence a line running perpendicular to the west line of North Hoyne Avenue running west 100.0 feet; thence a line running southwest at an angle of 187 degrees, 30 seconds running for a distance of 23.88 feet; thence a line running southwest at an angle of 220 degrees, 18 seconds running for a distance of 132.02 feet, said line running to the east line of North Wilmot Avenue and being perpendicular thereto; thence a line running along the east line of North Wilmot Avenue running northwest for a distance of 86.0 feet; thence the northwest line of North Wilmot

Avenue as vacated running southwest for a distance of 23.69 feet; thence a line running northwest from the end of the north end of North Wilmot Avenue, at an angle of 74 degrees, 46 seconds running northwest 54.25 feet; thence a line running northeast at an angle of 73 degrees , ____ seconds for a distance of 26.58 feet; thence a line running northeast at an angle of 224 degrees, 58 minutes for a distance of 8.29 feet; thence a line running north for a distance of 36.15 feet to the south face of existing railroad tracks; thence a line running east along the south face of existing railroad tracks for a distance of 187.79 feet; thence a line running north and perpendicular to the prior line running at a distance of 3.10 feet to the line of existing railroad tracks; thence a line running east along the south face of existing railroad tracks for a distance of 100 feet to the point of beginning.

Mr. James Difoggio -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 8-F bounded by:

a line 147.18 feet north of and parallel to West 33rd Street; South Shields Avenue; West 33rd Street; and South Stewart Avenue.

Ms. Sue Dodge -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 13-H bounded by:

a line 50 feet north of West Ainslie Street; the alley next east of and parallel to North Ravenswood Avenue; West Ainslie Street; and North Ravenswood Avenue.

Dubin Residential Communities Corp. -- to classify as an R5 General Residence District instead of a B4-2 Restricted Business District and an R4 General Residence District the area shown on Map No. 1-G bounded by:

West Chicago Avenue; North Willard Court; a line 174 feet south of West Chicago Avenue; the alley next westerly of North Willard Court; the alley next south of West Chicago Avenue; and a line 3.4 feet west of the intersection of West Chicago Avenue and North Willard Court, as measured along the south line of West Chicago Avenue and perpendicular thereto.

Dubin Residential Communities Corp. -- to classify as a B4-3 Restricted Business District instead of an R4 General Residence District and a B4-2 Restricted Business District the area shown on Map No. 9-G bounded by:

a line 72.23 feet south of West Addison Street; North Sheffield Avenue; a line 431.25 feet south of West Addison Street; the alley next westerly of North Sheffield Avenue; the alley next south of West Addison Street; and the alley next west of North Sheffield Avenue.

Ms. Cynthia A. Fielding -- to classify as a B4-1 Restricted Service District instead of an R1 Single-Family Residence District the area shown on Map No. 26-H bounded by:

a line 181.4 feet southwesterly of the intersection of South Wood Street and South Prospect Avenue and perpendicular thereto; South Prospect Avenue; a line 281.4 feet southwesterly of the intersection of South Wood Street and South Prospect Avenue and perpendicular thereto; and the alley next northwesterly of and parallel to South Prospect Avenue.

Footsteps Theatre Company, in care of M & D Investments, owner -- to classify as a B4-1 Restricted Service District instead of a B3-2 General Retail District the area shown on Map No. 13-G bounded by:

a line 225.36 feet south of and parallel to West Berwyn Avenue; North Clark Street; a line 325.36 feet south of and parallel to West Berwyn Avenue; and the public alley next west of and parallel to North Clark Street.

Mr. Alejandro Gonzalez -- to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 6-J bounded by:

a line 50 feet north of and parallel to West 28th Street; the public alley next east of and parallel to South Spaulding Avenue; West 28th Street; and South Spaulding Avenue.

Mr. Udo Harttung -- to classify as a C2-4 Restricted Commercial District instead of an R5 General Residence District the area shown on Map No. 1-G bounded by:

West Chicago Avenue; a line 97.11 feet east of North Sangamon Street; a line from a point 97.11 feet east of North Sangamon Street and 44.03 feet south of West Chicago Avenue to a point 146.23 feet east of North Sangamon Street, as measured along the north line of the alley next south of West Chicago Avenue; the alley next south of West Chicago Avenue; and North Sangamon Street.

Mr. Dennis Huffman -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 1-H bounded by:

the alley next north of West Huron Street; a line 451.5 feet west of North Paulina Street; West Huron Street; and a line 551.5 feet west of North Paulina Street.

Mr. Dennis Huffman -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 1-H bounded by:

the alley next north of West Superior Street; a line 75 feet east of North Wood Street; West Superior Street; and North Wood Street.

Mr. Dennis Manarchy and Mr. Alan Kravits -- to classify as a C3-5 Commercial-Manufacturing District instead of an M2-5 General Manufacturing District the area shown on Map No. 1-F bounded by:

the southerly right-of-way line of the Chicago and Northwestern Railroad; a line 160 feet north of West Hubbard Street; the alley next east of and parallel to North Union Avenue; West Hubbard Street; a line 75 feet east of North Union Avenue; a line 80 feet north of West Hubbard Street; and North Union Avenue.

Mr. Richard F. Mell and Mrs. Margaret A. Mell -- to classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 9-I bounded by:

West Roscoe Street; the alley next west of and parallel to North California Avenue; the alley next south of and parallel to West Roscoe Street; and a line 121 feet west of the alley next west of and parallel to North California Avenue.

New Saint Mark Church -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 2-L bounded by:

West Lexington Street; South Cicero Avenue; West Polk Street; and the alley next west of and parallel to South Cicero Avenue.

Norkem Partners -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 13-G bounded by:

West Foster Avenue; a line 380.8 feet east of North Clark Street; the alley next south of West Foster Avenue; and a line 280.8 feet east of North Clark Street.

Norwegian American Hospital, Inc. -- to classify as Institutional Planned Development No. ____ instead of an R4 General Residence District the area shown on Map No. 3-I bounded by:

North Mozart Street, between West Cortez Street and West Thomas Street; West Thomas Street, between North Mozart Street and North Francisco Avenue; North Francisco Avenue (north of West Thomas Street); a line 246.36 feet north of West Thomas Street, running between West Thomas Street and the public alley that runs parallel to and between North Richmond Street and West Thomas Street; a line 75.09 feet north of West Thomas Street, between North Richmond Street and the public alley that runs parallel to and between North Richmond Street and West Thomas Street; North Richmond Street, north of West Thomas Street; a line 439.25 feet north of West Thomas Street, between West Thomas Street and the public alley that runs parallel to and between North Sacramento Boulevard and North Richmond Street; the public alley between North Sacramento Boulevard and North Richmond Street; a line 50.05 feet north of West Thomas Street and between North Sacramento Boulevard and the public alley that runs parallel to and between North Sacramento Boulevard and North Richmond Street; North Sacramento Boulevard, between a line 50.05 feet north of West Thomas Street and a line 113.14 feet south of West Cortez Street; a line 113.14 feet south of West Cortez Street, between North Sacramento Boulevard and the public alley that runs parallel to and between North Sacramento Boulevard and North Richmond Street; a line 163.21 feet south of West Cortez Street, between North Richmond Street and the public alley that runs parallel to and between North Richmond Street and North Sacramento Boulevard; a line 200.36 feet south of West Cortez Street, between North Richmond Street and the public alley that runs parallel to and between North Richmond Street and North Francisco Avenue; a line 100.19 feet south of West Cortez Street, from North Francisco Avenue to the public alley that runs between North Francisco Avenue and the public alley that runs parallel to and between North Francisco Avenue and North Richmond Street; a line 150.27 feet south of West Cortez Street, between North Francisco Avenue and the public alley that runs parallel to and between North Francisco Avenue and North Mozart Street; and West Cortez Street, between North Mozart Street and the public alley that runs parallel to and between North Mozart Street and North Francisco Avenue.

Senior Lifestyle Corporation -- to classify as a Residential Planned Development instead of a B4-2 Restricted Service District the area shown on Map No. 11-I bounded by:

> North California Avenue; West Montrose Avenue; a line 208.38 feet west of North California Avenue, as measured at the northerly right-of-way line of West Montrose Avenue and perpendicular thereto; and the alley north of and parallel to West Montrose Avenue.

Mr. Murad Sweiss and Mr. Mario Rentaria -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-G bounded by:

> a line 377.0 feet south of and parallel to West Belden Avenue; the 18 foot public alley next west of and parallel to North Southport Avenue; and North Janssen Avenue.

Tandil Auto Service, Inc., in care of Mr. Mike Calabrese -- to classify as a B4-1 Restricted Service District instead of a B1-1 Local Retail District the area shown on Map No. 9-N bounded by:

> West Addison Street; a line 93 feet east of North Oak Park Avenue; a line 91.2 feet south of West Addison Street; and North Oak Park Avenue.

Mr. Jack Weber -- to classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 16-H bounded by:

> a line 72.25 feet north of and parallel to West 66th Street; the public alley next east of and parallel to South Western Avenue; West 66th Street; and South Western Avenue,

also to classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 16-I bounded by:

> a line 148.63 feet north of and parallel to West 66th Street; South Western Avenue; a line 73.63 feet north of and parallel to West 66th Street; and the public alley next west of and parallel to South Western Avenue.

Mr. Sam N. Zitella, in care of Mr. John J. Pikarski, Jr. -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 13-P bounded by:

a line 195 feet north of and parallel to the centerline of West Evelyn Lane (private); a line 657.42 feet east of and parallel to North East River Road; the centerline of West Evelyn Lane (private); and a line 434.25 feet east of and parallel to North East River Road.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Acevedo Richard, Adkinson Dara N., Alamo Rent-A-Car, Aldridge Electric, Inc., Allstate Insurance Company (4) Michael D. Harrington, Yat Keung, Pearleatha Scott and John Zajkowski, Altman Yvonne, American Service Insurance Company and Melissa McCaig, Ameritech Illinois (3), Aquino Elena G., Archie Susan L., Athanasiou Jimmy A.;

Bailey Stewart, Bluestone Wendy B., Botello Francisca, Bradford Dannie and Lavette, Bridges Willie J., Brown Alecia, Brucato Donna C., Burns Gail A., Byrne Robert J.;

Caldwell Candace, Callahan Diane M., Canavis Steven G., Carroll David, Carson Diane, Carter Peggy, Chaney Michael J., Collins Cheryl M., Collins Obie M., Commercial Union Insurance and Eleanor R. Daley, Country Mutual and Donald L. Peterson, Craig Donald L., Craig Patricia A., Craven Jeffrey S., Cunningham Charles;

Daniels John P., Dankha Sami, Davis Dorothy A., Delsol Stephen M., De Vito Dennis, Diaz Desi, Directions Metropolitan Group, Inc., Dollinger Gary W., Dorsey Norman W., Douros Evonne P.;

EMC Insurance Company and Cozetta Scott, Eubanks Leslie J.;

Finkel Daniel A., Franz Julie L.;

Gamsjaeger Paul J., General Casualty Company (2) Joan M. Dowdle and Mary M. Fine, Gibbs Wade E., Godfrey Mark W., Government Employees Insurance Company and Lisa A. McInnis, Grasser Kelley A., Green LaMar A., Green Michael, Greenwald Mark, Gubin Deborah J.;

Hanover Insurance and The Furniture People, Inc., Harris Isaac, Harris Lyvoinne E., Harris-Pignataro Frances, Hayder Ali;

Jackson Andrea R., Jackson Ann L., Jackson Jerry L., Johnson Katie Mae, Jones Beatrice O., Jones John E.;

Keenan Sally A., King Michelle L., Kizer Deanna, Knight Bethany A., Knotts Catherine J., Kovalec Stephen;

Lake Thelma J., Lavarreres Pedro, Lebron Angel L., Leftridge Helen, Levin Steven G., Levy Mary L., Lindsey Don R., Lindsey Vertis;

Mahn Raymond B., Mallace Tristen D., Marek Margaret, Maryland Casualty Company and Larry and Mary Barrett, doing business as Suburban Door Check, McKee Robert V., McKelvy Laddie K., Mendoza Louisa, Mercury Insurance Company and Carl F. Mazzone, Mix Steven D., Moffett Ernest L., Monroe Delores K., Moore Harold, Moskal Patricia M., Murphy Stephen P.;

Nationwide Mutual Insurance Company (2) Sandra Glajzner and Cezary Lomnicki, Nederveen Kees R., Nevarez Valente, Newsen Robert, Jr., Nickele Betty J.;

O'Malley Stephen A., Osborn Daniel S., Owaynat Amjad M.;

Pala Frank, Pantoja Enrique, Panzica Anthony, Parisi Jose J., The Peoples Gas Light and Coke Company (7), Perez Jorge, Perteet Beverly A., Pinckney Quinton D., Piotrowski Darek T., Polster Raymond A., Powers Julie A., Prince L. T., Ptaszkowski Stephanie E., Pywowarczuk Bohdan;

Quarles Rose F., Quinn John;

Rivera Maria A., Rodriquez William, Rosenthal Dorothy, Rust John B.;

Sabella Laura K., Safeco Insurance Company and Al Johnson Transport, Inc., Said Chief Fatai A., Saliga Marcia C., Sandowski Michael R., Scarton Stephanie A., Schlenk Jack M., Serrano Richard, Shabazz Nathanial A., Shegog Barbara F., Shewan Frederick M., Siegel Lisa D., Silverman Bruce R., Slimane Dahhoumi, Smith Bernard, Sobel Robert J., Starcevich Elaine M., State Farm Insurance Company (5) Angela M. Biagas, James J. and Elaine A. Opsitnik, Bran S. Schmarak, Sharon Townsend and James A. Wiggins, Stegvilas Ann Marie and Daniel C., Sulejman Nadzaku, Sutton Leontine B., Swanson Richard A., Swindergal John;

Tarafa Gerard M., Taran Michael Y., Tate Joann, Thompson Lorie C., Trotter Gladys M., Truckenbrodt Phyllis A., Turner Myrna L., Turney Eloise, Tyler Sharon D.;

Vance Robert L., Vega Jose A.;

Washington Robert D., White Charles E., White Edward E., Williams Henry L., Winter Robert D.;

Zilinsky Richard J..

Referred -- TAX REQUIREMENTS OF LABORER'S AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO FOR YEAR 1996.

A communication from Mr. James Capasso, Jr., Executive Director, Laborer's and Retirement Board Employees' Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a resolution adopted by the board relative to the tax requirements for the fund for year 1996, which was *Referred to the Committee on Finance.*

Rules Suspended -- REAPPOINTMENT OF MR. RONALD J. GIDWITZ, MR. EDWARD W. CZADOWSKI, MR. JAMES A. DYSON AND MR. FERDINAND W. HARGRETT AS MEMBERS OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NUMBER 508.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to take up for consideration the report of the Committee on Education, deferred and published in the Journal of the Proceedings of June 14, 1995, pages 2989 and 2990, recommending that the City Council reappoint Mr. Ronald J. Gidwitz, Mr. Edward W. Czadowski, Mr. James A. Dyson and Mr. Ferdinand W. Hargrett as members of the Board of Trustees of Community College District Number 508. The motion *Prevailed.*

Alderman O'Connor moved to *Divide* the committee's recommendation so as to consider separately the reappointment of Ronald J. Gidwitz. The motion *Prevailed.*

Thereupon, Alderman O'Connor moved to *Approve* the reappointment of Ronald J. Gidwitz as a member of the Board of Trustees of Community College District Number 508. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Dixon, Buchanan, Huels, Frias, Olivo, Burke, Streeter, Rugai, Zalewski, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Stone -- 34.

Nays -- Aldermen Haithcock, Tillman, Holt, Steele, Beavers, Shaw, Jones, Coleman, Troutman, Evans, Munoz, Chandler, Shiller, Moore -- 14.

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

Alderman O'Connor next moved to *Approve* the reappointments of Edward W. Czadowski, James A. Dyson and Ferdinand W. Hargrett as members of the Board of Trustees of Community College District Number 508. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT URGED TO ENACT CHICAGO HOUSING AUTHORITY POLICY SEPARATING SENIOR AND YOUNG DISABLED HOUSING.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the United States Congress and the Department of Housing and Urban Development to alter the "disability" category of housing placement, to differentiate "young disabled" from seniors, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The newly enacted Americans with Disabilities Act is causing a very serious problem throughout this country, and particularly in C.H.A. Senior housing; and

WHEREAS, "Americans With Disabilities" includes recovering alcoholics and drug abusers, and as a result the United States Department of Housing and Urban Development has mingled substance abusers of all ages in senior housing; and

WHEREAS, In C.H.A. senior housing, the percentage of young disabled -- the term which includes recovering alcoholics and substance abusers -- is between 6% and 45%. There are many possibilities of intimidation,

discomfort and even criminal behavior linked to this unconscionable H.U.D. policy, and in May, 1994, H.U.D. finally altered its rules to allow local housing authorities to separate seniors from substance abusers; and

WHEREAS, Over a year since this policy change, the Chicago Housing Authority has shown little or no sign of solving this impossible situation; and

WHEREAS, The C.H.A. has recently been placed under H.U.D. administration; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby memorializes the United States Department of Housing and Urban Development (H.U.D.) to immediately put into effect a C.H.A. policy which permanently separates senior housing from housing for the young disabled; and

Be It Further Resolved, That the City Council also memorializes the United States Congress to amend the provisions of the Americans With Disabilities Act so that the grouping of seniors with young disabled in housing is ended once and for all.

EVIDENCE OF INTENT FOR ISSUANCE OF SPECIAL FACILITY REVENUE BONDS FOR AMERICAN TRANS AIR, INC.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing to evidence the City's intent to issue Special Facility Revenue Bonds on behalf of American Trans Air, Inc., in the amount of $8,000,000, 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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, The City currently owns and operates an airport known as Chicago Midway Airport (the "Airport"); 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 its revenue bonds for the purpose of financing costs associated with the design, construction, reconstruction, improvement, equipping, rehabilitation, renovation and modernization of facilities at the Airport, and such financing constitutes a public purpose pursuant to Section 1(a), Article VIII of the 1970 Constitution of the State of Illinois; and

WHEREAS, American Trans Air, Inc., an Indiana corporation (the "Company"), has requested the City to issue special facility revenue bonds for the purpose, among others, of financing costs related to the design, construction, reconstruction, improvement, equipping, rehabilitation,

renovation and modernization of hangar and maintenance facilities, terminal and concourse areas and aircraft parking pads (the "Project") at the Airport for the use of the Company; and

WHEREAS, The Company has requested that the City issue special facility revenue bonds in an amount not to exceed $8,000,000 (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 $8,000,000.

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 $1,000,000.

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 FOR EXECUTION OF LOAN AND SECURITY AGREEMENT WITH THE RESURRECTION PROJECT FOR ACQUISITION AND REHABILITATION OF PROPERTY AT 967 WEST 19TH STREET.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering and execution of a loan and security agreement with The Resurrection Project for the acquisition and rehabilitation of a building located at 967 West 19th Street, in the amount of $365,393.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 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 Funds") 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 Resurrection Project, an Illinois not-for-profit corporation (the "Borrower"), in an amount not to exceed $365,393 (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 apart 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:	The Resurrection Project, an Illinois not-for-profit corporation.	
Project:	Acquisition and rehabilitation of a building located at 967 West 19th Street, Chicago, Illinois 60608 (the "Property") and of seven dwelling units contained therein as one- , two- , three- and four-bedroom units for low- and moderate-income families.	
Loan:	Source:	HOME Program/Corporate Funds/ Program Income.
	Amount:	Not to exceed $365,393.
	Term:	Not to exceed 32 years.

		Interest:	0% per annum.
		Security:	Non-recourse loan; second mortgage on the Property.
Additional Financing:	1.	Amount:	$112,360.
		Term:	30 years.
		Source:	LaSalle National Bank, or a financial institution acceptable to the Commissioner.
		Interest:	Adjustable rate, not to exceed 14.25% annum.
		Security:	First mortgage on the Property.
	2.	Amount:	$53,083.
		Source:	Borrower's equity.

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 and remote read-outs are not waived).

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH LAWNDALE COMMUNITY JOINT VENTURE UNDER NEW HOMES FOR CHICAGO PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 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 a redevelopment agreement with Lawndale Community Joint Venture under the New Homes For Chicago Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted June 7, 1990 (Council Journal of Proceedings, pages 17038 -- 17045), as amended by ordinance adopted July 24, 1991 (Council Journal of Proceedings, pages 4361 -- 4365), as further amended by ordinance adopted April 29, 1992 (Council Journal of Proceedings, pages 15675 -- 15677), as further amended by ordinance adopted May 19, 1993 (Council Journal of Proceedings, pages 32921 -- 32924), and as further amended by ordinance adopted September 14, 1994 (Council Journal of Proceedings, pages 56815 -- 56819), established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, Pursuant to the New Homes Program, selected developers may receive a subsidy to cover certain costs associated with the construction and development of a single-family housing unit ("Single-Family Home") or a two-flat building consisting of an owner-occupied unit and a rental housing unit ("Two-flat Building"), and in addition, may receive waivers of City fees and deposits relating to new construction; and

WHEREAS, The subsidy to cover said housing construction and development costs may be derived from corporate funds ("Development Subsidy") or from funds allocated to the City under the HOME Investment Partnership Program ("HOME Development Subsidy"); and

WHEREAS, The Department recommends to the City Council that it accept certain proposals for the construction of single-family housing under the New Homes Program; now, therefore,

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

SECTION 1. The following proposal for construction of housing under the New Homes Program is hereby approved:

Developer:	Lawndale Community Joint Venture, an Illinois joint venture.
Aggregate Number of Single-Family Homes:	Not to exceed 14.
Location:	North Lawndale neighborhood; bordered by South Homan Avenue, South St. Louis Avenue, West 12th Place and West 13th Place.

Amount of Development Subsidy:	Not to exceed $20,000 for each Single-Family Home or Two-flat Building.
Amount of Development Subsidy allocated to the Rental Unit of the Two-flat Building:	Not to exceed $12,000.
Amount of HOME Development Subsidy:	Not to exceed $40,000 for each Single-Family Home or the Owner-Occupied Unit of the Two-flat Building.
Aggregate Amount of Development Subsidy:	Not to exceed $100,000.
Aggregate Amount of HOME Development Subsidy:	Not to exceed $315,000.

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new single-family housing by Developer pursuant to the New Homes Program.

SECTION 3. The new Single-Family Homes and Two-flat Buildings shall be constructed on that certain parcel presently owned by the City and to be conveyed to Developer ("Property"), which Property is legally described on Exhibit A attached hereto. The Property shall be subdivided into lots ("Lots") prior to any conveyance to Developer as contemplated by this ordinance. In conjunction with the construction by Developer of the new homes described herein, the City shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto.

SECTION 4. The Mayor or his proxy is authorized to execute and the City Clerk to attest, quitclaim deeds conveying to Developer the Lots in accordance with the terms and conditions of the redevelopment agreement referred to in Section 2 above.

SECTION 5. The Department of Zoning is hereby authorized to permit a reduction or waiver of any required yard restriction concerning the Lots which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description Of The Property.

Lots 12 to 24, both inclusive, in Block 4 in Goodwin's Subdivision of the northwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

Also

all of the north/south 16 foot public alley described as the west 16 feet of Lot 13, also all of the east/west 20 foot public alley lying south of and adjoining Lots 14 to 24 and the west 16 feet of Lot 13 and lying north of and adjoining Lots 25 through 35 and the west 16 feet of Lot 36, all in Block 4 in Goodwin's Subdivision aforesaid, as vacated by City ordinance passed July ____, 1995 as Document Number _____,

Also

the west 34 feet of that certain east/west 20 foot alley vacated by City ordinance passed January 26, 1914 and recorded February 25, 1914 as Document Number 5363813, also that part vacated by City ordinance passed June 28, 1915 and recorded July 15, 1915 as Document Number 5672543, all in Block 4 in Goodwin's Subdivision, aforesaid.

Permanent Index Numbers: 16-23-203-004-0000;

16-23-203-007-0000;

16-23-203-011-0000;

16-23-203-021-0000;

Permanent Index Numbers: 16-23-203-022-0000;

16-23-203-023-0000; and

16-23-203-024-0000.

Exhibit "B".

Department Of Buildings:

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit of each unit type; the fees paid for each successive unit type would be reduced by 50%. This fee reduction is not applicable to the electrical permit.

Department Of Housing:

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Sewers:

Connection fees are waived.

Inspection fees are waived.

Department Of Streets And Sanitation:

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation:

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes program.

Department Of Water:

Tap fees are waived.

Inspection fees are waived.

Demolition fees for existing water taps are waived.

Water liens against City-owned lots only are waived.
(B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Zoning:

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as noticing nearby property owners if a zoning change is requested, is not waived.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SETTLEMENT AGREEMENT REGARDING *SENSKI V. CITY OF CHICAGO.*

The Committee on Finance submitted the following report:

CHICAGO, July 13, 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 agreement in the case of *Senski v. City of Chicago*, 90 L 10792, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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: *Senski v. City of Chicago,* 90 L 10792 in the amount of $195,000.

APPROVAL OF TAX INCREMENT REDEVELOPMENT PLAN FOR 95TH AND WESTERN AVENUE REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the approval and adoption of the Tax Increment Redevelopment Plan for the 95th and Western Avenue Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1993), as amended (the "Act"), for a proposed redevelopment project area to be known as the 95th and Western Avenue Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project attached hereto as Exhibit A (the "Plan"); and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City,

by authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") called a public hearing (the "Hearing") concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on June 26, 1995; and

WHEREAS, The Plan and the related eligibility report were made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act beginning May 8, 1995, being a date prior to the adoption by the Commission of Resolution 95-CDC-18 on May 9, 1995 fixing the time and place for the Hearing, at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having property within the Area and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on May 10, 1995, by publication in the *Chicago Sun-Times* on June 8, 1995 and June 14, 1995, and by certified mail to taxpayers within the Area on June 14 and June 15, 1995; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on May 22, 1995 at 2:00 P.M., concerning the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act; and adoption of Tax Increment Allocation Financing within the Area; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 95-CDC-35 attached hereto as Exhibit B, adopted on June 26, 1995, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, The Corporate Authorities have reviewed the Plan, the related eligibility report, testimony from the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Area. The Area is legally described in Exhibit C attached hereto and incorporated herein. The street location (as near as

practicable) for the Area is described in Exhibit D attached hereto and incorporated herein. The map of the Area is depicted on Exhibit E attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings as required pursuant to Section 5/11-74.4-3(n) of the Act:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years; and

d. the Area would not reasonably be expected to be developed without the use of incremental revenues pursuant to the Act, and such incremental revenues will be exclusively utilized for the development of the Area.

SECTION 4. Approval of the Plan. The City hereby approves the Plan pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Powers of Eminent Domain. In compliance with Section 5/11-74.4-4(c) of the Act and with the Plan, the Corporation Counsel is authorized to negotiate for the acquisition by the City of parcels contained within the Area. In the event the Corporation Counsel is unable to acquire any of said parcels through negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire such parcels. Nothing herein shall be in derogation of any proper authority.

SECTION 6. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "E" referred to in this ordinance printed on page 3971 of this Journal.]

Exhibits "A", "B", "C" and "D" referred to in this ordinance read as follows:

Exhibit "A".

95th And Western Avenue

Redevelopment Plan And Project.

I.

Introduction And Background.

The 95th Street component of the 95th and Western Avenue Redevelopment Area roughly bisects the Beverly community area while the Western Avenue portion runs along the western boundary of this community and the City. It is situated on the far southwest side of Chicago, adjacent to the suburban community of Evergreen Park. Located about 15 miles from the Loop, Beverly enjoys excellent accessibility to Downtown Chicago via Rock Island commuter rail service and the Dan Ryan Expressway. This is most important to the economy of the community area since most of the residents work outside the area.

The area served by the proposed redevelopment area was first settled in the 1850s when the Rock Island Railroad and the predecessor of the Pennsylvania Railroad first laid tracks through the area. After the Great Chicago Fire many wealthy central city residents built homes in the area, then called Washington Heights. The area was annexed to the City of

Chicago in 1900. Between 1920 and 1960 the population of the Beverly community area expanded from about 7,500 to about 25,000 with the most rapid growth occurring in the 1940s and 1950s. Between 1960 and 1990 the Beverly community area population declined from 24,814 to 22,385.

The area included in the redevelopment district consists entirely of strip commercial buildings also constructed primarily in the 1940s and 1950s. These stores originally served the diverse shopping needs of the relatively affluent residents of the Beverly community as well as the household goods needs, especially furniture, of many residents of the southwestern section of the City and suburbs. Most of the stores were housed in small, single- or two-story buildings with little or no provision for customer parking. These stores lined both sides of 95th Street on relatively shallow lots of about 110 feet depth.

Competition from suburban shopping malls started early for the 95th and Western retail establishments when the country's first enclosed shopping center was constructed on the southwest corner of 95th Street and Western Avenue in Evergreen Park in 1952. As a result the City of Chicago annually loses large amounts of sales tax revenue to Evergreen Park and other suburban locations through purchases by Beverly and other City residents, while the redevelopment area loses customers due to small, obsolete shopping facilities with inadequate parking. A recent study (1993) of the characteristics and competitiveness of Chicago South Side retailing prepared for the Department of Planning and Development by Applied Real Estate Analysis, Inc. entitled "Final Report: Retailing in Chicago's South Side Neighborhoods" stated in this regard: "The common characteristic of households throughout the area is that they do a substantial portion of their shopping in the suburbs . . . . The age and outmoded design of the stores, lack of parking, and growing number of new stores in the area are beginning to have a negative impact on 95th Street, especially the eastern half of the strip. New strip centers on Western Avenue south of 95th Street serve both to reinforce the 95th Street shops and to provide additional competition."

That report recommended that the 95th Street portion of the redevelopment area consolidate its retail activities and improve the existing retail while stabilizing the Western Avenue subarea. This study also pointed out that even convenience goods purchases in the vicinity were being lost to the suburbs. The problem this area experiences due to the proximity of modern suburban alternatives is emphasized by the following statement from the Report: "This (loss of convenience goods sales) is somewhat understandable in the Mount Greenwood, Beverly and Morgan Park areas, where a suburban store may actually be 'in the neighborhood'."

The "Chicago Comprehensive Neighborhood Needs Analysis" prepared for the City in 1982 by Melipheny and Associates cited the need for Business district improvements as one of the Beverly community area's "Key Community Needs". The Report noted this need in spite of the author's recognition that the community had been very active in attempting to

maintain and improve the viability of this shopping area. The Report also noted the negative impact that the City's home rule sales tax has upon the ability of areas such as this to compete with lower tax stores in adjacent suburban areas.

This Report concluded with the following: "Currently, the 95th Street Business District is suffering from the ailment of many older business districts. Due to the changing habits and patterns of shoppers, the age structure, racial composition, and the mobility of the consumer, the market, once served by the merchants along 95th Street have changed drastically. The 95th Street Business District currently contains 632,660 square feet of commercial space of which 470,225 square feet is currently used for retailing. Through the analysis of various market forces, it was found that the 95th Street Business District could support 306,225 square feet of retail space. Therefore, the 95th Street Business District contains 164,000 square feet of retail space which cannot be economically supported by the present trading area of the business district."

Finally this Report recommended with respect to the Beverly area that "The Department of Planning and Economic Development should assist community efforts to encourage suburban businesses to relocate in Chicago."

In order to redevelop this area numerous and costly improvements will be necessary including the following: property acquisition and assembly costs; demolition; environmental clean-up and site preparation; rehabilitation of existing structures; and infrastructure improvements.

The purpose of the Redevelopment Plan is to create a mechanism facilitating the redevelopment of existing buildings for the redevelopment of new commercial facilities on existing vacant and/or underutilized land. The redevelopment of 95th Street is expected to encourage economic revitalization within the community and in the surrounding area.

Tax Increment Financing (T.I.F.)

In January, 1977 the Illinois General Assembly enacted the "Tax Increment Allocation Redevelopment Act" (hereinafter referred to as the "Act"). The Act provides authority for municipalities to finance specific public redevelopment costs with incremental tax property tax revenues after approval of a "redevelopment plan and project" incorporating plans to redevelop a "blighted", "conservation" or "industrial park conservation area" of at least 1.5 acres located within the boundaries of the municipality. Incremental property tax revenue ("tax increment revenue") is derived from the increase in the equalized assessed valuation ("E.A.V.") of real property within the tax increment finance ("T.I.F.") redevelopment project area over and above the certified initial E.A.V. of the real property at the time of designation. Any subsequent increase in this E.A.V. is then multiplied by

the current tax rate of all the overlapping taxing bodies in order to determine the tax increment revenue.

Municipalities may finance eligible redevelopment project costs by paying them directly, by reimbursing private parties who have initially financed them or by issuing bonds to pay these expenses and retiring the bonds with tax increment revenues. Tax Increment Financing does not generate revenues by increasing tax rates, but rather generates revenues by allowing the municipality to capture, for a period of up to 23 years, all the new tax revenue generated by development within the T.I.F. boundaries. Further, under T.I.F., all the taxing bodies continue to receive the property tax revenue they had been receiving from properties within the area prior to the establishment of the T.I.F.. In addition, at the discretion of the municipality, taxing bodies may receive distributions of excess tax increment if more revenue is received than is necessary to pay all the outstanding obligations of the district. The overlapping taxing bodies will also benefit from the T.I.F. when the T.I.F. is terminated and these governments then gain access to the increase in the property tax base produced by the new investment in the area.

The 95th and Western Avenue Redevelopment Plan and Project (hereinafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private action in the Redevelopment Project Area. In addition to describing the objectives of the redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives.

The Redevelopment Plan also specifically describes the 95th and Western Avenue Redevelopment Project Area (hereafter referred to as the "Redevelopment Project Area"). This area meets the eligibility requirements of the Act.

The purpose of this Redevelopment Plan is to ensure that new development occurs:

1) on a coordinated rather than a piecemeal basis to ensure that the land use, vehicular access, parking, service and urban design systems will meet with modern day principles and standards, and

2) on a reasonable, comprehensive and integrated basis to ensure that blighting and/or potentially blighting factors are eliminated, and

3) within a reasonable and defined time period.

Revitalization of the Redevelopment Project Area is a large and complex undertaking and presents challenges and opportunities equal to its scale. The success of this effort will depend to a large measure on cooperation between the private sector and agencies of local government. Adoption of

this Redevelopment Plan by the City will make possible implementation of a balanced, comprehensive plan for stimulating redevelopment of the R.P.A., an area which can not reasonably be anticipated to be developed without adoption of this Redevelopment Plan. Public investments will create the environment necessary to attract the needed private investment required for the revitalization of the area. "But for" the public investments made possible by the adoption of T.I.F., the necessary private investments would not be forthcoming and the area would not be revitalized.

II.

Redevelopment Project Area Boundary Description.

The boundaries of the 95th and Western Avenue Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area" or "R.P.A.") have been carefully drawn to include only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The proposed 95th Street and Western Avenue Redevelopment Project Area consists of approximately 33 acres of privately owned property plus the intervening roads, including the commercial portions of 28 city blocks along 95th Street extending from Ashland Avenue to Western Avenue, the commercial property on the west side of the westernmost two of these blocks and the commercial property on the east side of the next four blocks north of this area along Western Avenue. The area is generally bordered on the east by Ashland Avenue, on the south by the alley behind the stores along the south side of 95th Street, on the west by Western Avenue which in this vicinity is the City limits, and on the north (between Western Avenue and the alley one-half block to the east) by the Dan Ryan Woods Forest Preserve and by the alley behind the stores along the north side of 95th Street until Ashland Avenue. The boundaries are more specifically shown in Chart 1, the Redevelopment Project Area Boundaries, and more precisely described by the legal description of the area.

III.

The Redevelopment Plan And Project.

The Redevelopment Plan and Project has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private development actions within the Redevelopment Project Area. This plan also

specifically describes the R.P.A. and sets forth a summary of the "conservation" factors which qualify the R.P.A. for designation as a "conservation" area as defined by the Act.

In addition to describing the redevelopment objectives for the area, the Redevelopment Plan sets forth the overall program to be undertaken to achieve these objectives. The "Redevelopment Project" as used herein means any redevelopment project which may, from time to time, be undertaken to accomplish the objectives of the Redevelopment Plan. By adopting this Plan the City creates an environment for private investment within the R.P.A. which will in turn contribute to strengthening the tax base of the City, create and retain jobs within the City and retain firms that might otherwise migrate to the suburbs or out of state.

The goal of the City is to ensure that the entire R.P.A. is developed on a comprehensive and planned development basis in order to provide that new development occur:

1. On a coordinated rather than a piecemeal basis so that land-use, pedestrian access, vehicular circulation, parking, service and urban design systems function together in a way that meets modern market demands and planning principles.

2. In a manner that eliminates the threat of blight and conserves the community consistent with the goals of the plan.

3. In a timely manner so that the area may soon make a meaningful contribution to the economic vitality of the City.

4. In keeping with the existing architecturally significant and historic/landmark designations of the redevelopment project area.

The R.P.A. has not been subject to redevelopment through investment by private enterprise and is not reasonably expected to be redeveloped without the adoption of the Redevelopment Plan. During the last 10 years (1985 -- 1994) only $3,027,030 has been invested in real estate in the area according to review of the City's building permits. Of that total only $1,612,597 was expended for new construction and additions, most of it on a small number of projects (see Appendix 7). Total investment in the area declined by over 25 percent during the last 5 years, 1990 -- 1994, as compared to the prior 5 years, 1985 -- 1989 unadjusted for inflation. The total area investment during this 10 year period, including the cost of repairs, represents only about 7 percent of the estimated market value of the property within the area, or an annual investment of well under 1 percent of the value of each property. Thus there was very little investment in the area during the decade when compared to the overall value of the property.

The adoption of this Redevelopment Plan will make possible the implementation of a comprehensive program for the redevelopment of the R.P.A.. The availability of limited amounts of public investment funds will be used throughout the area to leverage private investment that has so long been absent from the area. This public and private investment will be forthcoming only if tax increment financing is adopted for the R.P.A. in accordance with the provisions of the Act. The conservation conditions that have prevented private investment in the area will be eliminated through implementation of the Plan. The Plan will help the City to marshal the resources of the private sector in a true public-private redevelopment partnership.

IV.

Redevelopment Plan Goals, Objectives And Policies.

This section of the Redevelopment Plan identifies the goals and policies of the City for the R.P.A.. A later section of the Redevelopment Plan identifies the more specific program which the City plans to undertake in achieving the redevelopment Goals and policies which have been identified.

General Goals.

1) Reduce or eliminate those conditions which qualify the R.P.A. as a conservation area, including environmental remediation, through the implementation of this Plan.

2) Enhance the property tax and sales tax base of the City and other overlapping tax districts extending into the conservation area.

3) Strengthen the existing business community and enhance local business and employment development within the area while stimulating revitalization in the surrounding commercial and residential areas.

4) Retain and upgrade sound buildings that are compatible with the overall redevelopment plan.

5) Identify and attract new business and job growth to the area that will capitalize on the inherent strengths of the area, including the architectural significance and historic/landmark designations accorded the area.

6) Develop "Anchor" projects that encourage retail, commercial, residential and mixed use development in the area.

7) Improve the marketability of vacant and other underutilized properties by encouraging private investments which strengthen the community's economic base and business environment.

8) Increase the quantity and quality of off-street parking and service delivery access points for commercial use so as to improve the viability of existing and new retail businesses as well as the traffic circulation of the area.

9) Create an environment within the R.P.A. which will contribute to the health, safety, and general welfare of the City, and preserve and enhance the value of properties adjacent to the R.P.A..

10) Provide needed infrastructure and public improvements including utilities, lighting and other security facilities, parking, open space, landscaping and recreational facilities, sidewalks, alleys, signage and streetscapes etc. within the R.P.A..

11) Ensure the participation of the local merchants and the community in all phases of redevelopment within the area.

12) Provide incentives to encourage improvements that will help to create a positive perception about the security for shopping and other activities within the area.

Policies.

1) Upgrade existing retailing and develop a program to attract quality developers of retail, commercial and mixed-use projects to the area.

2) Implement traffic and pedestrian circulation improvements and policies, including the provision of well located off-street parking and improved access for pick-up and delivery of goods.

3) Institute an exterior commercial rehabilitation program which upgrades properties and provides a unifying design theme for all or relevant parts of the area consistent with the historical nature of the community.

4) Acquire underutilized sites for redevelopment by the private sector, particularly those that will encourage other unassisted development.

5) Encourage concentration of retail into nodes around major intersections while assisting the transition of retail properties in other areas to more appropriate uses.

6) Assist existing retailers to relocate into the most viable retail areas with adequate parking within the R.P.A..

7) Finance the aforementioned improvements through the use of tax increment finance (T.I.F.) and other applicable financing sources.

V.

Conservation Conditions Existing In The Redevelopment Project Area.

As set forth in the Act a "conservation area" means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50 percent or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of 3 or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land-use or layout; depreciation of physical maintenance; lack of community planning, is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area.

The area that is the subject of this study consists almost exclusively of improved land. According to the Act, for such an area to be designated as a "conservation area", the municipality must demonstrate that because 50 percent or more of the structures in the area have an age of 35 years or more and because of the presence of a combination of 3 or more of the factors described in the Act, the area is detrimental to the public safety, health, morals or welfare and such area may become a blighted area.

While it may be concluded that the mere presence of the minimum number of stated factors is sufficient to make a finding of eligibility as a "conservation area", the following evaluation was made on the basis that the eligibility factors must be present to an extent which would lead reasonable people to conclude that public intervention is appropriate or necessary. In addition, the distribution of conservation factors throughout the study area must be reasonable so that basically good areas are not arbitrarily found to

satisfy the conservation requirements simply because they are adjacent to a blighted or conservation area.

Based upon a windshield survey supervised by the research team, development of other information and documents pertaining to the eligibility factors as they applied to each parcel of property in the area and analysis of the survey results, the Redevelopment Project Area qualifies as a "conservation area" as defined in the Act. A separate report, entitled "95th and Western Tax Increment Financing Eligibility Report", describes in detail the surveys and analysis undertaken by the research team and the basis for finding that the Redevelopment Project Area qualifies as a "conservation area" as defined by the Act.

Summarized below are the findings of the Eligibility Report:

-- Of the 14 factors set forth in the Act for improved areas, 5 are present to a major extent in the Redevelopment Project Area.

-- The eligibility factors which are present are reasonably distributed throughout the Area.

-- All blocks within the Area show the presence of some eligibility factors.

-- The Area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

Age as a factor is a precondition for designation of a "conservation area" and is present to a major extent in the R.P.A.. A total of 95 of the 121 buildings in the redevelopment area, or 79 percent, are 35 years of age or older. Fifty percent or more of the buildings are 35 years of age or older in 26 of the 33 blocks that comprise the redevelopment area.

The following five "conservation" factors are present to a major extent throughout the Area:

1. Obsolescence.

Obsolescence is present to a major extent within the area. Of the 121 buildings in the area, 105, or 87 percent, are obsolete. Obsolete buildings are present to a major extent on 30 of the 33 blocks in the redevelopment area. This factor was observed with respect to obsolete buildings, obsolete platting and obsolete parcels.

2. Excessive Land Coverage.

Excessive land coverage is present to a major extent in the redevelopment area. A total of 97 of the 121 buildings in the area, or 80 percent, exhibited this factor. This factor is present to a major extent on 28 of the 33 blocks in the redevelopment area.

3. Deleterious Land-Use Or Layout.

Deleterious land-use or layout is present to a major extent in the area. Of the 121 buildings in the area, 95, or nearly 79 percent suffered from deleterious land-use or layout. This factor is present to a major extent on 28 of the 33 blocks. Conditions contributing to this finding include parcels of limited depth and width, parcels of irregular shape and incompatible uses.

4. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent throughout the area. Of the 121 buildings in the area, 95, or 79 percent, satisfied this criteria. This factor is present to a major extent on 30 of the 33 blocks included in the area.

5. Lack Of Community Planning.

Lack of community planning is present to a major extent throughout the area. The area generally developed before the City implemented effective community planning guidelines and standards, and thus developed without their benefit. Other conditions contributing to this finding are parcels of inadequate size or depth for contemporary development and the lack of reasonable controls for building setbacks and off-street parking.

In addition, the following three "conservation" factors are present to a minor extent within the Area:

1. Excessive Vacancies.

Excessive vacancies exist to a limited extent within the area. A total of 15 of the 121 buildings in the area are currently vacant. Excessive vacancies are present to a major extent on 5 of the 33 blocks in the area and to a limited extent on 7 blocks.

2. Overcrowding Of Structures And Community Facilities.

Overcrowding of structures and community facilities exists to a limited extent within the area. Only 7 of the 121 buildings included in the area are currently overcrowded.

3. Deterioration.

Deterioration is present to a minor extent within the area. Of the 121 buildings in the area, 6 buildings are deteriorated to a major extent. In addition, many parking areas and alleys, streets, curbs and gutters and sidewalks in the area are deteriorated.

The above analysis is based upon information provided by the research team based upon the following surveys and analyses:

1) Exterior surveys of the condition and use of each building.

2) Field survey of the condition of the streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls and general property maintenance within the area.

3) Analysis of existing uses and their relationship to one another.

4) Comparison of current land-use to current zoning and the current zoning map.

5) Comparison of surveyed buildings to property maintenance and other codes of the City.

6) Analysis of original and current platting and building size and layout.

7) Analysis of building floor area and site coverage.

8) Review of previously prepared plans, studies and data on the area.

VI.

95th And Western Avenue Redevelopment Project.

This section presents the overall program to be undertaken by the City of Chicago or by private developers acting under redevelopment agreements

with the City. It includes a description of the redevelopment plan and project objectives; the redevelopment activities necessary to implement the plan; a general land-use plan; estimated redevelopment project costs; any obligations that may be issued in order to achieve the objectives of the plan; identification of the most recent equalized assessed valuation of properties within the R.P.A.; and an estimate of the anticipated equalized assessed value of the area after implementation of the plan.

In the event the City determines that implementation of some or all of the activities or improvements is not feasible, the City may reduce the scope of the overall program and Redevelopment Project.

Redevelopment Objectives.

-- Reduce or eliminate those conditions which qualify the R.P.A. as a conservation area described in the preceding section of this Plan.

-- Strengthen the economic well-being of the City and the R.P.A. by increasing business activity, taxable values and job opportunities in the area.

-- Create an environment which stimulates private investment in new construction, expansion and rehabilitation projects throughout the area.

-- Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with the needs of the area, the limitations on the size of sites in the area and the uses demanded by the market for property in the area.

-- Achieve development which is integrated both functionally and aesthetically with nearby existing development, which contains a complementary mix of uses and meets shopping needs not currently served by existing businesses.

-- Encourage a high quality appearance of buildings, thoroughfares, public facilities and open spaces, and promote high standards of design in keeping with the architecturally significant and historic/landmark designations of the R.P.A..

-- Provide incentives needed to encourage private investment in rehabilitation, reconversion and redevelopment projects within the area.

-- Organize the necessary beautification and facade improvement programs that will give the area an identity and once again become an area where people will desire to shop.

-- Make the infrastructure and public improvement investments that are needed in order to stimulate private investment in the area, including those that will improve the public's perception about the security of the area.

-- Encourage the participation of minorities and women in professional and investment opportunities involved in the redevelopment of the R.P.A..

-- Implement the R.P.A. goals and policies set forth in Section IV of this Redevelopment Plan.

Redevelopment Activities.

The City proposes to achieve its redevelopment goals, policies and objectives for the R.P.A. through public financing techniques including, but not limited to, tax increment financing and by undertaking redevelopment activities including, but not limited to the following:

1. Use Of Incentives For Property Assembly.

Use tax increment incentives to solicit and encourage qualified private redevelopment entities to undertake property acquisition and assembly of obsolete properties and the redevelopment of those consolidated parcels into projects that satisfy current market needs. Other properties in the R.P.A. may be acquired by purchase, exchange or long-term lease by the City of Chicago and cleared of all improvements and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements. The City may determine that to meet the goals, policies or objectives of this Redevelopment Plan property may be acquired where: a) the current use of the property is not permitted under this Redevelopment Plan; b) the exclusion of the property from acquisition would have a detrimental effect on the disposition and development of adjacent and nearby properties; or c) the owner or owners are unwilling or unable to conform the property to the land-use and development objectives of this Redevelopment Plan. Further, the City may require written redevelopment agreements with developers before acquiring any properties. The City may devote property which it has acquired to alternative temporary uses until such property is scheduled for disposition and redevelopment.

2. Demolition, Site Preparation And Redevelopment.

Clearance and demolition activities will include demolition of buildings, breaking-up and removal of old foundations, excavation and removal of soil and other materials, including sources of environmental

contamination to create suitable sites for new development. Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods of time and so that the adverse effects of clearance activities may be minimized.

3. Incentives For Rehabilitation, Renovation And Adaptive Reuse Of Existing Buildings.

The City will encourage the rehabilitation, renovation and adaptive reuse of buildings in need of such expenditures by paying the redevelopers of these properties for some of T.I.F. eligible costs incurred by the developer in the rehabilitation, etc.. In most instances the City will reimburse the redeveloper for some of the T.I.F. eligible costs incurred on the project from property tax increment produced by the project upon receipt of those tax revenues under terms of a redevelopment agreement between these two parties. In a few instances the City may decide to pay these expenses from the proceeds of bonds to be secured, at least partially, and serviced by the tax increment of the R.P.A., all in accordance with the terms of a redevelopment agreement.

4. Infrastructure, Parking, Utilities And Other Public Improvements.

Adequate public improvements are necessary for the conservation of the R.P.A.. In order to improve the present condition of the area's infrastructure some of the tax increment produced by properties and projects within the area will be used to leverage other public funds available from other City sources, the State and the Federal government. These funds will be used to improve the perception of personal security in the area through improved lighting and other security-related facilities. Other types of public improvements activities include: acquisition of parcels for creation of off-street parking to facilitate development by qualified redevelopment entities and provide convenient access for delivery service; increase the amount of open space; improve landscaping and recreational facilities; improve streets, curbs, alleys, medians, sidewalks and streetscape improvements to foster pedestrian and public safety; water, sanitary and storm sewer improvements.

5. Beautification And Facade Improvement Programs.

In addition to rehabilitation of individual buildings, some tax increment revenues will also be used for facade and landscaping rebate programs designed to encourage the improved appearance of adjacent groups of properties with a consistent and/or coordinated design. This may include the promotion of facade renovation programs such as shared public/private funding of facade improvements or low/no interest loans for

this purpose and or incentives for sign/structure removal and incentives for uniform signage; certain landscaping and beautification projects, to the extent that their costs are T.I.F. eligible costs, may also be funded in order to enhance the appearance of the area, the medians or to provide more green/open space between private land uses. These efforts may require the City to retain some architectural and design services in order to encourage participation by existing and new retailers within the area.

6. Relocation Assistance.

Relocation costs will be incurred to the extent that the City determines that relocation costs shall be paid or the City is required to make payment of relocation costs by federal or state law.

7. Job Training.

In order to increase the effectiveness of the redevelopment program some tax increment resources will be allocated to create opportunities for job training at local colleges, through workshops and seminars needed by employees or businessmen of existing and new businesses within the area. Training designed to increase the skills of the labor force within the community to take advantage of the employment opportunities created within the area will be implemented.

8. Planning, Administration, Architectural, Studies And Surveys, Legal And Other Professional Services.

These activities include the management of the T.I.F. program throughout its duration, research needed to assure that the program is effective in reaching the goals and objectives of this Redevelopment Plan, architectural and engineering support for facade improvement and land disposition programs and legal and other kinds of services necessary to acquire and dispose of property obtained for redevelopment.

General Land-Use Plan.

Existing land uses consist almost entirely of small retail and commercial facilities, except for a railroad station, its related parking and several other public buildings. (Sub)Exhibit 5, attached hereto and made a part of this plan, designates intended general land uses in the R.P.A.. It is anticipated that the existing zoning classification will be amended from time to time to reflect the conversion of existing commercial areas to mixed or possibly residential use. The following are characteristics of the future land-use plan for the R.P.A.:

Retail Uses.

Retail uses should be developed in order to better serve the convenience shopping needs of the surrounding neighborhood, to provide appropriate goods and services to commuters using the train station and to complement the regional mall at the western end of the R.P.A.. Some of the shopping needs not currently served by existing merchants include full service book stores, bakeries, family restaurants, family clothing and shoe stores, home improvement centers, sporting goods stores, et cetera. The City retains the discretion to provide T.I.F. assistance or not to provide assistance to specific businesses of these types desiring to locate in the area and shall not be barred from providing assistance to other types of businesses as well throughout the life of the district.

Parking Uses.

Full realization of economic development potential of the R.P.A. is directly related to the availability of sufficient automobile parking that is conveniently located together with appropriate pedestrian linkages and amenities to allow and encourage patrons to combine their errands into a one-stop, multi-purpose trip.

Commercial And Mixed Uses.

As the economy becomes more and more service oriented, it is expected that some of the existing retail space in the area will be converted to office and other commercial uses, particularly in the area of the train station.

As more and more of the retail activity within the area is concentrated into more effective clusters, the replacement redevelopments are likely to consist of all or some of the following mixed uses: commercial, service, retail and residential.

Estimated Redevelopment Project Costs.

According to the Act, redevelopment project costs mean the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and include any such costs incidental to this Redevelopment Plan. Private investments which supplement "Redevelopment Project Costs" are expected to substantially exceed such redevelopment project costs. Eligible costs permitted under the Act may include, without limitation, the following:

1. costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal,

marketing, financial planning or other special service, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;

2. property assembly costs, including but not limited to acquisition of land and other property, real or personal or rights or interests therein, demolition of buildings, and the clearing and grading of land;

3. costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;

4. costs of the construction of public works or improvements;

5. costs of job training and retraining projects;

6. financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pusuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;

7. all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be in furtherance of the objectives of the redevelopment plan and project, to the extent the City by written agreement accepts and approves such costs;

8. relocation costs to the extent that the City determines that relocation costs shall be paid or are required to make payment of relocation costs by federal or state law;

9. payment in lieu of taxes as defined in the Act;

10. costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Redevelopment Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be

undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code.

11. Interest costs incurred by the redeveloper related to the construction, renovation or rehabilitation of the redevelopment project provided that:

(a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act; and

(b) such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year; and

(c) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11), then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and

(d) the total of such interest payments incurred pursuant to the Act may not exceed 30 percent of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the municipality pursuant to this Act.

A wide variety of activities and improvements will be required to implement the Redevelopment Project. The necessary improvements and their costs are shown in Appendix 5, Estimated Redevelopment Project Costs. The total Redevelopment Project Costs are intended to provide an upper limit on tax increment expenditures in the area. Within this limit, adjustments may be made in line items, including provisions for capitalized interest and other costs of financing associated with the issuance of obligations, without amendment of this Redevelopment Plan. The costs represent estimated amounts and do not represent actual City commitments or expenditures. Additional funding in the form of State and Federal grants, and private developer contributions may be pursued by the City as a means

of financing improvements and facilities which are of a general community benefit.

Estimated project costs eligible under Illinois T.I.F. statute are listed in Appendix 5. These are potential costs to be expended over the maximum 23 year life of the R.P.A. and their expenditure is subject to the availability of redevelopment projects and the willingness of the City to find them at a level of need to be determined by the City. (Note: This summary does not include private expenditures upon redevelopment projects within the area that are ultimately paid with non-tax increment resources).

Sources Of Funds To Pay Eligible Redevelopment Project Costs.

Funds necessary to pay redevelopment project costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which are to be retired using tax increment revenue. If such costs are to be paid directly from municipal bond proceeds, the debt service on such bonds shall ultimately be paid from tax increment revenues. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental real property tax revenue. Incremental real property tax revenue is attributable to the increase in the current E.A.V. of each taxable lot, block, tract, or parcel of real property in the R.P.A. over and above the initial E.A.V. of each parcel of real property in the R.P.A.. Other sources of funds which may be used to pay for redevelopment costs and obligations issued, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the City may from time to time deem appropriate.

Nature And Term Of Obligations To Be Issued.

The City may issue obligations secured by the Tax Increment Special Tax Allocation Fund established for the Redevelopment Project Area pursuant to the Act. Any and/or all obligations issued by the City pursuant to this Redevelopment Plan and Project and the Act shall be retired not more than 23 years from the date of adoption of the ordinance approving Amended Redevelopment Plan and Project, such ultimate retirement date occurring in the year 2018. Also, the final maturity date of any such obligations may not be later than 20 years from their respective date of issuance.

One or more series of obligations may be issued from time to time in order to implement this Redevelopment Plan and Project. The total principal and

interest payable in any year on all obligations shall not exceed the amounts available in that year, or projected to be available in that year, from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds and all other sources of funds as may be provided by ordinance. Obligations may be of a parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory sinking fund redemptions.

Those tax increment revenues not required for principal and interest payments, for required reserves, for bond sinking funds, for redevelopment project costs, for early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan, may be declared surplus and shall then become available for distribution annually to taxing districts overlapping the R.P.A. in the manner provided by the Act.

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

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

The purpose of identifying the most recent E.A.V. of properties in the R.P.A. is to provide an estimate of the initial E.A.V. which the County Clerk will certify for the purpose of calculating incremental E.A.V. and incremental property taxes. The equalized assessed valuation (E.A.V.) of the property within the R.P.A. is approximately $15,437,154, which is the 1993 equalized assessed valuation, the most recent E.A.V. available. These values will be used so long as the R.P.A. is established by the City before the 1994 state equalization factor is issued, which is expected to be sometime in July or August, 1995. Additionally, this estimated amount is subject to any Certificates of Error which may be adjudicated before a final Certified Initial E.A.V. is issued by the Cook County Clerk's office. Appendix 6, Summary Of Initial E.A.V. By Block, summarizes the initial equalized assessed values of blocks within the R.P.A..

Anticipated Equalized Assessed Valuation.

Upon completion of the anticipated private development of the Redevelopment Project Area by the year 2018, it is estimated that the equalized assessed valuation of the property within the Redevelopment Project Area will be increased to approximately $36,000,000. This estimate is based upon several key assumptions: 1) a constant Cook County equalization factor (multiplier) of 2.1407 in 1994 dollars; 2) a total tax rate of

$9.25 per $100 of valuation throughout the life of the T.I.F.; 3) redevelopment for the uses specified in this Redevelopment Plan will occur in a timely manner; and 4) the market value of the recommended residential and commercial developments will increase following completion of the redevelopment activities described in the Redevelopment Plan.

VII.

Conformity To The Comprehensive Plan Of The City Of Chicago.

The Redevelopment Plan and the Project conform to the comprehensive plan for development of the City of Chicago as a whole, the Comprehensive Plan of Chicago of 1966.

VIII.

Scheduling Of The Redevelopment Project.

This Redevelopment Project and all obligations issued to finance redevelopment project costs will be completed on or before a date 23 years from the adoption of the ordinance designating the R.P.A.. The City expects that the Redevelopment Project will be completed sooner than the maximum time limit set by the Act, depending on the incremental tax yield. It is anticipated that City expenditures for redevelopment project costs will be carefully staged on a reasonable and proportional basis to coincide with expenditures on redevelopment projects by participating private developers.

IX.

Commitment To Fair Employment Practices And Affirmative Action.

The City is committed to and will affirmatively implement the following principles with respect to the Plan and Project:

A. The assurance of equal opportunity in all personnel and employment actions with respect to the Plan and Project, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc. without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.

B. This commitment to affirmative action will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

In order to implement these principles for this Project and Plan, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors and the developer's contractors and vendors. In particular, parties contracting for work on the Project shall be required to agree to the principles set forth in this section.

X.

Lack Of Growth And Development Through Investment By Private Enterprise.

As described earlier in this report, the R.P.A. as a whole is adversely impacted by the presence of numerous "conservation" factors and these factors are reasonably distributed throughout the area. The R.P.A. on the whole has not been subject to redevelopment through investment by private enterprise and is not reasonably expected to be redeveloped in a comprehensive manner without the adoption of the Redevelopment Plan.

The enabling statute requires that "the municipality finds that the redevelopment project area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the redevelopment plan." Elsewhere the statute requires that the Redevelopment Plan include evidence in support of this finding.

The extent of past private investment in the area was determined based upon an analysis of the value of all 71 of the building permits issued by the City for the 121 properties in the area during the last 10 years. This study revealed that only 10 permits were issued during this decade for new construction and additions for a total of $1,612, 597. In addition, 61 building permits in the amount of $1,414,433 were issued for building alterations and repairs during this 10 year period. Thus a total of $3,027,030 was expended on all the properties in the area throughout this decade. As Appendix 9 shows almost 3/4 of these expenditures were spent upon only a few projects -- a total of $2,237,800, or 73.9 percent of the value of all permits issued, was allocated to only 9 projects. Five of these projects, absorbing 26 percent of the total investment during the decade, were fast food restaurants, one of which has since burned down and been vacant for four years. Three properties situated just across Western Avenue from the Evergreen

Shopping Center were the recipient of $1,074,800 of investment during the decade, or over 35 percent of the total for the district. Thus very little capital investment, an average of about $750 per year, was expended on each of the other 104 properties located in the area during the decade.

The amount of investment in the area during the last 5 years declined by more than 25 percent from that which occurred during the first half of the decade studied unadjusted for inflation. The total area investment during this 10 year period, including the cost of repairs, represents only about 7 percent of the estimated market value of the property within the area, or an annual investment of well less than 1 percent of the value of each property. This small investment was spent on these properties in spite of the fact that the area, like most commercial areas throughout the country, was greatly affected by the rapid changes that were occurring in retailing throughout this period often requiring substantial expenditures to adapt existing retail property for other uses. Appendix 9 also summarizes the result of this research.

The lack of prior growth and investment by the private sector is also supported by the trend in the equalized assessed value (E.A.V.) of all of the property in the redevelopment project area over the last decade (see Appendix 8). During the period between 1983 and 1993 the E.A.V. of the R.P.A. expanded by only 67 percent (unadjusted for inflation) as compared to 135 percent for all commercial property in the City of Chicago. After eliminating the compound growth effect, the annual rate of increase in the taxable value of property within the R.P.A. was only 5.26 percent during this period, equal to or less than the rate of inflation in property values throughout the region during this period, while the rate of increase Citywide was 8.92 percent, a rate that was 70 percent greater than that of the area.

Further evidence of the area's economic decline is indicated by a comparison of municipal sales tax receipts for the area (approximated by the two zip codes which comprise the R.P.A.) and that of the City of Chicago for the period from 1985 through 1990 (see Appendix 9). Late data is not available inasmuch as the City no longer administers and collects this tax. Whereas during this period the City's municipal sales tax receipts increased by 36 percent, comparable receipts for the two zip code areas which include the R.P.A. declined by 6 percent.

Appendix 10 provides evidence indicating that private investment in the area would be stimulated by the adoption of a tax increment district.

Thus, it is clear that private investment in redevelopment of the area has not occurred on a comprehensive basis or in a timely manner in order to overcome the conservation conditions that currently exist within the area. The redevelopment are is not reasonably expected to be redeveloped without the efforts of the City, including the adoption of this Redevelopment Project and Plan and the adoption of tax increment financing.

XI.

Financial Impact And Demand On Taxing District Services.

Without the adoption of this Redevelopment Project and Plan, and tax increment financing, the R.P.A. is not reasonably expected to be redeveloped by private enterprise. There is a real prospect that the conservation conditions will continue to exist and spread, and the area as a whole will tend to become blighted and less attractive for the maintenance and improvement of existing buildings and sites. The possibility of the erosion of the assessed value of property which would result from the lack of a concerted effort by the City to stimulate revitalization and redevelopment could lead to a reduction of real estate values to all the overlapping taxing districts.

This Redevelopment Plan and Project describes a comprehensive redevelopment program to be undertaken by the City to create an environment in which private investment can occur. The redevelopment program will be staged over a period of years consistent with local market conditions and available resources required to complete the various redevelopment projects and activities set forth in the Plan. If the Redevelopment Project is successful, it is anticipated that the rehabilitation and expansion of existing buildings and new development resulting therefrom will be instrumental in alleviating the existing conservation conditions and restoring the area to sound conditions over the long run.

The Redevelopment project is expected to have both short and long term financial impacts on the taxing bodies overlapping the R.P.A.. During the period when tax increment financing is being used, real estate tax revenues resulting from increases in E.A.V. over and above the certified initial E.A.V. established at the time the district was adopted will be used to pay redevelopment project costs incurred by the City on projects in the area. At the end of this period, the real estate tax revenues attributable to the increase in the E.A.V. over the certified initial amount will be distributed to all the taxing bodies overlapping the R.P.A..

The following taxing bodies presently levy property taxes against all the properties located within the R.P.A.:

Cook County;

Cook County Forest Preserve District;

Metropolitan Water Reclamation District of Greater Chicago;

Chicago Community College District 508;

Chicago Board of Education District 299;

Chicago Park District;

Chicago School Finance Authority;

City of Chicago; and

South Cook Mosquito Abatement District.

In addition, the 95th Street portion of the redevelopment project area is also taxed by the City of Chicago Special Service Area Number 4.

Non-residential development, such as retail, commercial service, office, public and institutional uses, should not cause increased demand for services or capital improvements on any of the above taxing bodies except for the Water Reclamation District. Replacement of vacant and underutilized buildings and sites with active and more intensive uses will result in additional demands on services and facilities provided by the Water Reclamation District. However, it is expected that any increase in demand for treatment of sanitary and storm sewerage associated with the R.P.A. will not have a significant impact upon the existing treatment facilities maintained and operated by the Water Reclamation District.

Residential development may cause increased demand for services or capital improvements to be provided by the Board of Education, Community College District 508, the Chicago Park District, the Forest Preserve District and the City of Chicago. New private investment in residential and non-residential development, and public investment in infrastructure improvements may increase the demand for public services or capital improvements provided by the City and the Chicago Park District within and adjacent to the R.P.A.. However, it is not possible at this time to predict, with any degree of reliability, (i) the number or timing of new and rehabilitated residential buildings that may be added to the R.P.A., or (ii) the increased level of demand for services or capital improvements to be provided by any taxing district as a result therefrom.

Over time the implementation of the Redevelopment Plan may lead to an increase in the value of properties adjacent to the R.P.A..

XII.

Program To Address Financial And Service Impacts.

As a result of the level of uncertainty about the financial and service impacts of the Redevelopment Plan upon the overlapping taxing bodies, the

City has not developed, at present, a specific plan to address any of these financial impacts or increases in demand. However, some or all of the public improvements described earlier in the Redevelopment Activities section on Infrastructure, Parking, Utilities and Public Improvements may mitigate some of the additional services and capital improvement demands placed on the overlapping taxing bodies as a result of the implementation of this Plan. In addition, there will be a willingness on the part of the City to work with the other taxing bodies to assess the financial and service impacts upon the these agencies at the joint Review Board meetings after the T.I.F. is established.

XIII.

Provisions For Amending This Redevelopment Plan And Project.

This Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

[Appendices 1, 3 and 4 referred to in this Redevelopment Plan and Project printed on pages 3958 through 3960 of this Journal.]

[(Sub)Exhibit 5 unavailable at time of printing.]

Appendices 2, 5, 6, 7, 8, 9 and 10 referred to in this Redevelopment Plan and Project read as follows:

Appendix 2.
(To Redevelopment Plan And Project)

Legal Description Of The 95th Street

Tax Increment Financing District.

A parcel of land in Chicago, Cook County, Illinois being a part of the north half of Section 7 and the south half of Section 6 in Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the intersection of the centerline of West 95th Street and the centerline of South Western Avenue; thence northerly along said

centerline of South Western Avenue to the north lot line extended of Lot 1 of O. Rueber and Co.'s Beverly Hills Subdivision of the south three-eighths of the west half of the northwest quarter of Section 6-37-14; thence easterly along said lot line to the intersection with the centerline of the first north/south public alley parallel to and first east of South Western Avenue; thence southerly along said centerline of the aforesaid alley to the intersection with the south lot line extended of Lot 15 of said O. Rueber and Co.'s Beverly Hills Subdivision; thence westerly 8 feet to the intersection with the east lot line extended of Lot 16 of said O. Rueber and Co.'s Beverly Hills Subdivision; thence southerly along said lot line to the intersection with the centerline of West 91st Street in said O. Rueber and Co.'s Beverly Hills Subdivision; thence easterly 3 feet to the intersection with the east lot line extended of Lot 28 in Beverly Hills Boulevard Subdivision, being a resubdivision of the north 22 acres of Geo. H. Chambers Subdivision of the west half of the southwest quarter of Section 6-37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 13 in Geo. H. Chambers Subdivision of the west half of the southwest quarter of Section 6-37-14; thence westerly along said lot line 23 feet to the intersection with the east parcel division line of Lot 13 in said Geo. H. Chambers Subdivision; thence southerly 159 feet along said parcel division line to the intersection with the centerline of West 92nd Street in said Geo. H. Chambers Subdivision; thence easterly 45 feet along said centerline of West 92nd Street to the intersection with the east parcel division line extended of Lot 12 in said Geo. H. Chambers Subdivision; thence southerly along said parcel division line 159 feet to the intersection with the south lot line of Lot 12 in said Geo. H. Chambers Subdivision; thence westerly 13 feet along said lot line to the intersection with the east parcel division line of Lot 11 in Geo. H. Chambers Subdivision; thence southerly 252 feet along said parcel division line to the intersection with the north lot line of Lot 9 in said Geo. H. Chambers Subdivision; thence easterly 13 feet along said lot line to the intersection with the east parcel division line of Lot 9 in Geo. H. Chambers Subdivision; thence southerly 126 feet to the intersection with the north lot line in Lot 8 of said Geo. H. Chambers Subdivision; thence westerly 15 feet along said lot line to the intersection with the east parcel division line in Lot 7 of said Geo. H. Chambers Subdivision; thence southerly 252 feet along said parcel division line to the intersection with the centerline extended of West 94th Street in said Geo. H. Chambers Subdivision; thence easterly 13 feet along said centerline of West 94th Street to the intersection with the east parcel division line extended of Lot 5 in said Geo. H. Chambers Subdivision; thence southerly 242 feet along said parcel division line to the intersection with the north lot line of Lot 3 in said Geo. H. Chambers Subdivision; thence easterly 151.45 feet along said lot line extended to the intersection with the centerline of South Claremont Avenue in said Geo. H. Chambers Subdivision; thence southerly along said centerline of South Claremont Avenue to the intersection with the north lot line extended of Lot 39 in said Geo. H. Chambers Subdivision; thence easterly along said lot line to the intersection with the centerline of

South Oakley Avenue in said Geo. H. Chambers Subdivision; thence southerly along said centerline of South Oakley Avenue to the intersection with the north lot line extended of Lot 41 in said Geo. H. Chambers Subdivision; thence easterly 329 feet along said lot line to the intersection with the centerline of South Bell Avenue in said Geo. H. Chambers Subdivision; thence northerly 125 feet along said centerline of South Bell Avenue to the intersection with the south line of the north parcel division line extended of Lot 79 in said Geo. H. Chambers Subdivision; thence easterly 121.9 feet along said parcel division line to the intersection with the west lot line of Lot 81 in said Geo. H. Chambers Subdivision; thence northerly 25 feet along said lot line to the intersection with the north lot line of Lot 81 in said Geo. H. Chambers Subdivision; thence easterly 208 feet along said lot line to the intersection with the centerline of South Leavitt Street in said Geo. H. Chambers Subdivision; thence southerly 33 feet along said centerline of South Leavitt Street to the intersection with the centerline extended of the first east/west public alley parallel to and first north of West 95th Street in subdivision of Block 36 in Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly along said centerline to the intersection with the centerline extended of South Hoyne Avenue in a subdivision of Block 37 of Hilliard & Dobbin's Subdivision of Section 6-37-14; thence northerly 28 feet to the intersection with the centerline extended of the first east/west public alley parallel to and first north of West 95th Street in Campbell's Subdivision of Block 37 of Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly along said centerline to the intersection with the centerline of South Damen Avenue in said Hilliard & Dobbin's Subdivision; thence southerly 26.49 feet along said centerline to the intersection with the north lot line extended of Lot 14 in Plotke & Crosby's Resubdivision of Block 39 in Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly to the intersection with the centerline of South Winchester Avenue in said Hilliard & Dobbin's Subdivision; thence southerly 50 feet along said centerline to the intersection with the north parcel division line of Lot 47 in Longwood Subdivision of Section 6-37-14; thence easterly 160.46 feet along said parcel line to the intersection with the west lot line of Lot 46 in said Longwood Subdivision; thence northerly 50 feet along said lot line to the intersection with the north lot line extended of Lot 46 in said Longwood Subdivision; thence easterly along said lot line extended to the intersection with the centerline of South Longwood Drive in said Longwood Subdivision; thence northerly 50.07 feet to the intersection with the north parcel division line of Lot 33 in said Longwood Subdivision; thence easterly along said parcel division line to the intersection with the centerline of the C.R.I. & P. Railroad right-of-way in said Longwood Subdivision; thence southerly 10.06 feet to the intersection with the north lot line extended of Lot 22 in Longwood Subdivision, a subdivision of all that part of Section 6-37-14 lying east of the centerline of South Spruce Street, south of the centerline of West 93rd Street, west of the west line of P.C. & St. L. Railroad right-of-way and north of the south line of southeast quarter of said Section 6-37-14;

thence easterly along said lot line to the intersection with the centerline of South Vanderpoel Avenue in aforesaid Longwood Subdivision; thence northerly 10 feet along said centerline to the intersection with the north parcel division line extended of Lot 12 in said Longwood Subdivision; thence easterly 157.98 feet to the intersection with the east lot line of Lot 9 in said Longwood Subdivision; thence southerly 8 feet along said lot line to the intersection with the centerline of the first east/west public alley parallel to and first north of West 95th Street in Joseph B. Fleming's Subdivision of the south half of Lot 9 and all of Lot 10 in Longwood Subdivision; thence easterly along said centerline to the intersection with the centerline of South Charles Street in aforesaid Longwood Subdivision; thence northerly 66 feet along said centerline of South Charles Street to the intersection with the north lot line extended of Lot 2 in said Longwood Subdivision; thence easterly 138.6 feet to the intersection with the west line of the Pennsylvania Railroad right-of-way; thence southerly along said line to the intersection with the centerline of West 95th Street in said Longwood Subdivision; thence easterly along said centerline of West 95th Street to the intersection with the east lot line extended of Outlot B in Beverly Pointe, a subdivision in northeast quarter of Section 7, the northwest quarter and the southwest quarter of Section 8-37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 90 in said Beverly Pointe Subdivision; thence westerly 106.22 feet to the intersection with the west lot line of Outlot B in said Beverly Pointe Subdivision; thence southerly along said lot line to the intersection with the north lot line of Lot 1 in Howard Oviatt's Subdivision of Lots 1 to 17, including Lots 25, 26, 29 and 30 of Block 5 and Lots 15, 16, 18, 19 and 26 of Block 3 in Hilliard & Dobbin's First Addition to Washington Heights of Section 8-37-14; thence westerly 140 feet along said lot line extended to the intersection with the centerline of South Charles Street in said Howard Oviatt's Subdivision; thence northerly 43 feet along said centerline of South Charles Street to the intersection with the south lot line extended of Lot 45 in Hilliard & Dobbin's First Addition to Washington Heights, being a subdivision of the east half of the northeast quarter of Section 7 and the northwest quarter of Section 8-37-14; thence westerly 139 feet to the intersection with the east lot line of Lot 50 in said Hilliard & Dobbin's Subdivision; thence northerly 100 feet to the intersection with the south lot line of Lot 49 in said Hilliard & Dobbin's Subdivision; thence westerly 186 feet along said lot line extended to the intersection with the centerline of South Prospect Avenue in said Hilliard & Dobbin's Subdivision; thence northerly 10 feet along said centerline of South Prospect Avenue to the intersection with the south lot line extended to Lot 6 in said Hilliard & Dobbin's Subdivision; thence westerly 112.23 feet to the intersection with the east lot line of Lot 12 in

O'Neill's Subdivision of Lot 3 and Lot 2 (except that part for school lot) in Block 6 of Hilliard & Dobbin's Subdivision of Section 8-37-14; thence southerly 165.48 feet to the intersection with the south lot line of Lot 10 in said O'Neill's Subdivision; thence westerly 155.42 feet along said lot line to the intersection with the centerline of South Vanderpoel Avenue in said O'Neill's Subdivision; thence northerly along said centerline of South Vanderpoel Avenue to the intersection with the centerline extended of the first east/west public alley parallel to and first south of West 95th Street in Howe's Subdivision at Longwood of Lots 110 to 113, including Block 6 in Hilliard & Dobbin's First Addition to Washington Heights of Section 8-37-14; thence westerly along said centerline to the intersection with the centerline of the C.R.I. & P. Railroad right-of-way in said Howe's Subdivision; thence southerly 15.75 feet to the intersection with the south lot line extended of Lot 3 in Dore's Subdivision of the west half of the northeast quarter of Section 7-37-14; thence westerly along said lot line to the intersection with the east lot line of Lot 9 in subdivision of Lots 21, 22, 23 and 24 in Block 1 in Dore's Subdivision of Section 7-37-14; thence southerly 50 feet to the intersection with the south lot line of Lot 9 in said Dore's Subdivision; thence westerly 165 feet along said lot line extended to the intersection with the centerline of South Longwood Drive in said Dore's Subdivision; thence northerly 50 feet to the intersection with the south lot line extended of Lot 3 in said Dore's Subdivision; thence westerly along said lot line to the intersection with the centerline of South Damen Avenue in said Dore's Subdivision; thence northerly 8 feet to the intersection with the first east/west public alley first south and parallel to West 95th Street in said Dore's Subdivision; thence westerly along the centerline extended of said alley to the centerline of South Leavitt Street in John Bain's Resubdivision of part of Forest Ridge of Section 7-37-14; thence northerly 3 feet along said centerline of South Leavitt Avenue to the intersection with the first east/west public alley parallel to and first south of West 95th Street in Highland Addition to Longwood, being a resubdivision of Calumet Highlands of Section 7-37-14; thence westerly along said centerline extended of said alley to the intersection with the centerline of the first north/south public alley parallel to and first east of South Western Avenue in said Highland Addition; thence southerly along said alley centerline extended to the intersection with the centerline of West 96th Street in said Highland Addition; thence westerly along said centerline of West 96th Street to the intersection with the centerline of South Western Avenue in said Highland Addition; thence northerly along said centerline of South Western Avenue to the point of the beginning.

Appendix 5.
(To Redevelopment Plan And Project)

Estimated Redevelopment Project Costs.

Program Action/Improvements	Project Costs
Property Acquisition and Assembly Costs	$ 5,000,000
Demolition, Environmental Clean-up and Site Preparation	1,000,000
Rehabilitation of Existing Buildings	5,000,000
Construction of Public Parking Lots and Facilities	2,000,000
Beautification, Facade and Public Landscape Improvements	500,000
Infrastructure Improvements including roads, alleys, sidewalks and utilities, etc.	2,500,000
Public Facilities Construction and/or Rehabilitation of Public Facilities	1,000,000
Transit Improvements	500,000
Interest Costs Incurred by Developers	750,000
Relocation Assistance	500,000
Job Training	500,000
Planning, Administration, Architectural, Studies and Surveys, Legal and other Professional Services	750,000
GROSS PROJECT COST:	$20,000,000

Note: Gross Project Cost excludes financing costs, including interest expense, capitalized interest, and cost associated with issuing bonds and other obligations. All cost estimates in the table are based upon the purchasing power of the dollar in 1995.

Appendix 6.
(To Redevelopment Plan And Project)

Summary Of Initial E.A.V. By Block.

25-06-108	$ 211,219.00
25-06-115	712,740.00
25-06-300	1,007,234.00
25-06-310	854,403.00
25-06-317	1,841,464.00
25-06-318	464,335.00
25-06-319	281,252.00
25-06-320	512,340.00
25-06-321	391,091.00
25-06-322	550,982.00
25-06-323	825,809.00
25-06-421	359,212.00
25-06-422	22,574.00
25-06-423	435,245.00
25-06-424	453,357.00
25-06-425	253,249.00
25-06-426	300,974.00
25-07-100	1,422,713.00
25-07-101	554,293.00
25-07-102	409,360.00
25-07-103	517,170.00

25-07-104	$ 374,719.00
25-07-105	31,299.00
25-07-106	363,163.00
25-07-107	244,305.00
25-07-200	648,431.00
25-07-201	531,450.00
25-07-202	150,277.00
25-07-203	350,219.00
25-07-211	---
25-07-212	339,776.00
25-07-213	---
25-08-117	22,499.00
TOTAL:	$15,437,154.00

Appendix 7.
(To Redevelopment Plan And Project)

Building Permit Summary

1985 -- 1994.

Value Of Permits.

Year	New Construction Additions	Alterations Repairs	Total
1985	$ 20,000	$ 104,321	$ 124,321

Year	New Construction Additions	Alterations Repairs	Total
1986	$ 105,247	$ 29,800	$ 135,047
1987	690,000	92,950	782,950
1988	---	431,500	431,500
1989	212,000	51,600	263,600
1990	17,850	---	17,850
1991	226,400	---	226,400
1992	100,000	204,500	304,500
1993	233,900	---	233,900
1994	7,200	499,762	506,962
TOTAL:	$1,612,597	$1,414,433	$3,027,030

Dollar Value Of Permit	Number For New Construction Additions	Number For Alteration Repair	Total Number Of Permits	Total Value Of Permits	Percent Of Total Permit Value	Cumulative Percent Of Permit Value
$0 -- 999	1	5	6	$ 3,600	0.12%	0.12%
$1,000 -- 9,999	2	21	23	85,397	2.83	2.95
$10,000 -- 24,999	2	9	11	157,800	5.23	8.19
$25,000 -- 49,999	-	15	15	527,500	17.50	25.68
$50,000 -- 99,999	1	9	10	599,500	19.89	45.57
$100,000 -- 199,999	1	0	1	100,000	3.32	48.89
$200,000 -- 349,999	2	2	4	1,191,012	39.51	88.39
$350,000 -- 499,999	1	0	1	350,000	11.61	100.00
TOTAL:	10	61	71	$3,014,809		

Building Permit Summary

Distribution Of Permitted Expenditures

For The Period Of 1985 -- 1994.

Major Capital Projects	Number Of Parcels	Permitted Cost	Percent Of Total	Average Cost Per Parcel	Notes
Bonanza	1	$ 350,000			Burned out; vacant 4 years
Other Fast Food	4	442,000			
Total Fast Food	5	$ 792,000			
Citibank	1	$ 475,000			Abuts suburban center
Rubloff	9	299,800			Abuts suburban center
O'Connor Hyundai	1	300,000			Abuts suburban center
Evangelical Health	1	371,000			
Sub-total	17	$2,237,800	73.9%	$131,635	
All Other Properties	104	$ 789,230	26.1%	$ 7,589	
TOTAL INVESTMENT:	121	$3,027,030			

Appendix 8.
(To Redevelopment Plan And Project)

Evidence Regarding Lack Of Prior Growth And Investment In The Area.

Area Property Valuation Trends, 1983 -- 1993.

95th And Western Avenue

Redevelopment Project Area

Property Valuation Trends, 1983 -- 1993.

	1983 Tax Year	1993 Tax Year	Decade Increase	Percent Increase	Annual Compound Percent Increase
Redevelopment Project Area	$ 9,250,334	$ 15,437,154	$ 6,186,820	67%	5.26%
All Commercial Property City of Chicago	$5,522,000,000	$12,987,000,000	$7,465,000,000	135%	8.92%

Appendix 9.
(To Redevelopment Plan And Project)

Evidence Regarding Lack Of Prior Growth And Investment In The Area.

Area Sales Tax Trends, 1985 -- 1990

Analysis Of Sales Tax Trends For
Ninety-Fifth Street Business Association.

The Ninety-Fifth Street Business Association requested an analysis of retail business activity covering their portions of Western Avenue and 95th Street. Using the most recent sales tax data the following observations can be drawn:

Relative to state and city sales tax collections, the postal zip codes which cover the Association's membership experienced declining taxable retail sales activity.

While the City's overall sales tax and home rule tax revenues increased from $107.9 Million in 1985 to $147.0 Million in 1990, the Association's zip code area sales tax receipts declined from $1.4 Million in 1985 to $1.3 Million in 1990.

Indexing the trends in sales tax collections indicate:

	1985	1990
Illinois	100	128
Chicago	100	136
60620/60643	100	94

The Chicago businesses that make up the Ninety-Fifth Street Business Association compete directly against the suburban businesses located in the Evergreen Plaza Shopping Center and the strong retail corridor just west of 95th Street.

The retail businesses in the Association are at a significant competitive disadvantage due to differential sales tax rates.

Appendix 10.
(To Redevelopment Plan And Project)

Evidence Regarding "But For" Developer's Letters Of Interest If T.I.F. Is Adopted.

April 17, 1995

Ms. Valerie Jarrett
Commissioner of Economic Development
Chicago, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Dear Commissioner:

As an owner of a substantial amount of property in the Beverly community, I am seeking your support of the proposed T.I.F. area ordinance presented by Alderman Ginger Rugai. Our property in the City of Chicago stretches from 94th Place to 99th Street and Western Avenue, in addition to being on both sides of 95th Street from Western to Oakley. We own over 5 million square feet of land in the immediate area.

The property on the southeast corner of 95th and Western was built in the early 1950s and over the years has become aesthetically unattractive and non-functional. It is one of the premier corners of the area, and for several years we have entertained the idea of redeveloping the block along 95th Street (from Claremont to Western, and up Western to 96th). Several plans have been drawn to plan the improvement of that corner, but with the cost of construction in the limited space (because of the depths of the lots) it becomes a very tough deal. Convenient parking is essential, as well as costly, on a small site.

When the 95th Street Business Association and Alderman Ginger Rugai broached the idea of a T.I.F., I was thoroughly supportive of this type of City initiative. In reviewing our pro forma and with municipal assistance through the aid of a T.I.F., the deal would become feasible. Without the T.I.F., it cannot be accomplished; even with the T.I.F., it is not a profitable venture but, at least, it reduces some of our losses and enhances the area. Basically, an increase of $5.00 over current rents will not offset demolition and construction costs.

Our commitment to the Beverly neighborhood over many years is well known, and we have continued to build new projects to enhance the quality of life in this community. Your support of the proposed T.I.F ordinance

would be of great benefit in strengthening our community, as well as encouraging economical development in the great City of Chicago.

Sincerely,

KOLL

Vincent J. Gavin
General Manager

cc: Virginia A. Rugai, Alderman
Lois D. Weber, 95th Street Business Association

Wienke Commercial Properties.

April 14, 1995

Ms. Lois D. Weber
Executive Director
95th Street Business Association
2100 West 95th Street
Chicago, Illinois 60643

Dear Lois:

Thank you for your continued communications regarding development possibilities in your area. I am always interested in any information you may have regarding available buildings, land, and/or tenants seeking space for build to suits.

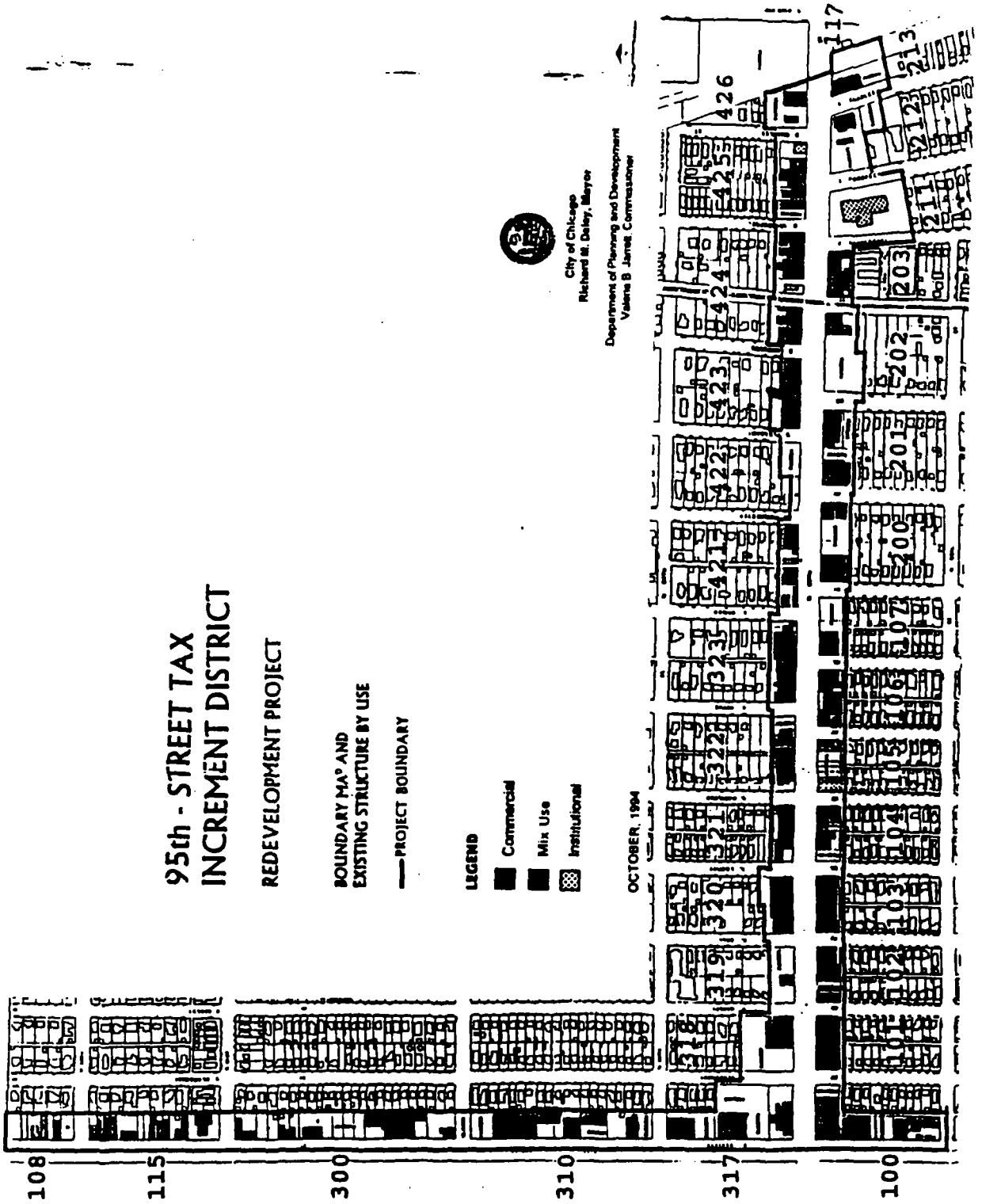
To date I have not found a project with economic justification. If you are able to provide some incentives such as facade improvement dollars, property assemblege assistance, or demolition cost assistance, I believe it would spur new development along 95th Street.

Please keep me informed as to any opportunities that may arise in the 19th Ward. With the right planning, economic development can blossom.

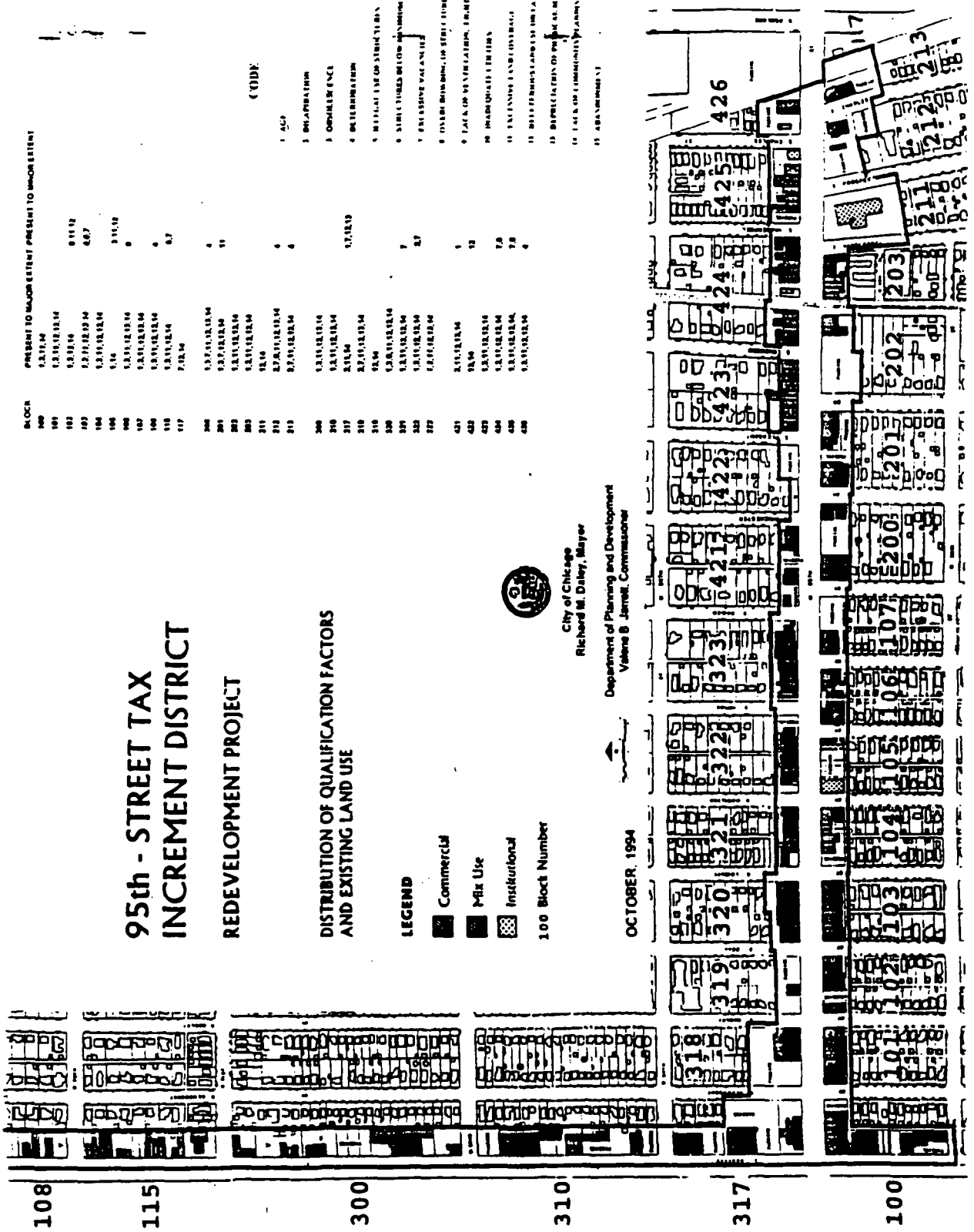
Yours truly,

(Signed) Raymond M. Wienke

Appendix 1.
(To Redevelopment Plan And Project)



Appendix 3.
(To Redevelopment Plan And Project)



Appendix 4.
(To Redevelopment Plan And Project)

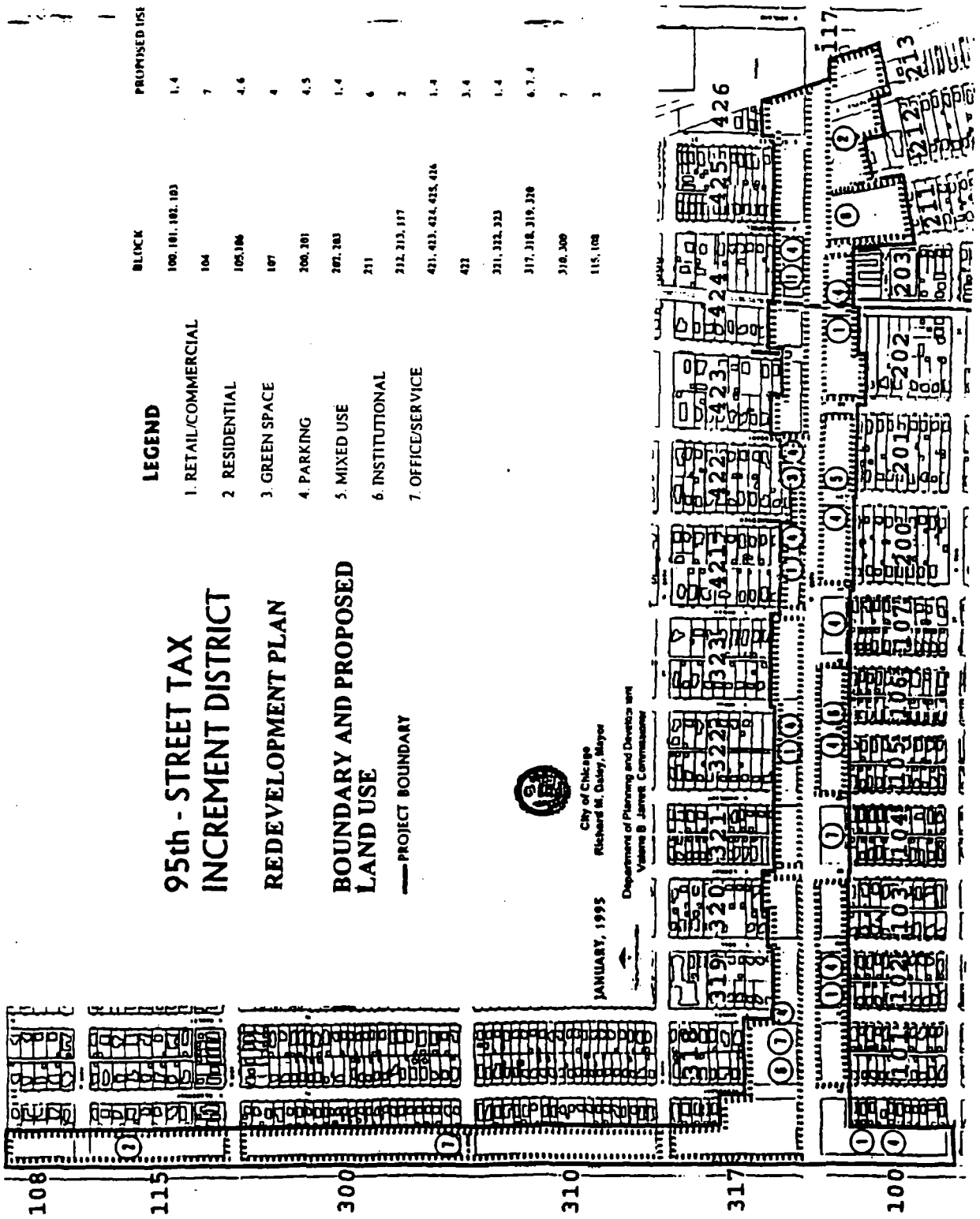


Exhibit "B".

State of Illinois)
) SS:
County of Cook)

Certificate.

I, Darlene Cowan, the duly authorized, qualified and Assistant Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a special meeting held on the 26th day of June, 1995, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this 27th day of June, 1995.

(Signed) Darlene Cowan
Assistant Secretary

Community Development Commission

Of The

City of Chicago.

Resolution 95-CDC-35

Recommending To The City Council Of

The City Of Chicago

For The Proposed

95th And Western Avenue Tax Increment Allocation

Redevelopment Project Area:

Approval Of

A Redevelopment Plan,

Designation Of A

Redevelopment Project Area

And

Adoption of Tax Increment Allocation Financing.

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council"), referred to herein collectively with the Mayor and the Commission as the "Corporate Authorities" (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, The staff of the City's Department of Planning and Development has conducted or caused to be conducted certain investigations, studies and surveys of the proposed 95th and Western Avenue Redevelopment Project Area, the street boundaries of which are described on Exhibit A hereto (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment

Allocation Financing"), and previously has presented the following documents to the Commission for its review:

95th And Western Avenue Redevelopment Project Area Tax Increment Financing Eligibility Report (the "Report"); and

95th And Western Avenue Redevelopment Plan And Project (the "Plan"); and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan, designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

Whereas, The Report and Plan were made available for public inspection and review beginning May 8, 1995, being a date prior to the adoption by the Commission of Resolution 95-CDC-18 on May 9, 1995 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the Hearing by publication was given at least twice, the first publication being on June 8, 1995, a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second publication being on June 14, 1995, in the *Chicago Sun-Times,* being a newspaper of general circulation within the taxing districts having property in the Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on June 14 and June 15, 1995, being a date not less than ten (10) days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three years; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Community Affairs ("D.C.C.A") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.C.A. and all Board members, on May 10, 1995, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and copies of the Report and Plan were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all districts having taxable property within the Area, on May 10, 1995, being a date not less that forty-five (45) days prior to the date set for the Hearing; and

Whereas, The Hearing was held on June 26, 1995 at 2:00 P.M. at City Council Chambers, City Hall, 121 North LaSalle Street, Second Floor, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Board meeting was convened on May 22, 1995 at 2:00 P.M. at Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to consider its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Commission has reviewed the Report and Plan, considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; now, therefore,

Be It Resolved by the Community Development Commission of the City of Chicago:

Section 1. The above recitals are incorporated herein and made a part hereof.

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. The area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. The Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. The Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not more than twenty-three (23) years from the date of the adoption of the ordinance approving the designation of the Area as a redevelopment project area, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

d. The Area would not reasonably be expected to be developed without the use of incremental revenues pursuant to the Act, and such incremental revenues will be exclusively utilized for the development of the Area;

e. The Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefited by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act; and

f. As required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a conservation area as defined in the Act.

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 6. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: June 26, 1995.

[Exhibit 1 referred to in this Resolution 95-CDC-35 constitutes Appendix 3 to the Redevelopment Plan and Project and is printed on page 3959 of this Journal.]

[Legal Description referred to in this Resolution 95-CDC-35 constitutes Appendix 2 to the Redevelopment Plan and Project and is printed on pages 3944 through 3948 of this Journal.]

Exhibit "C".

Legal Description Of The 95th Street

Tax Increment Financing District.

A parcel of land in Chicago, Cook County, Illinois, being a part of the north half of Section 7 and the south half of Section 6 in Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the intersection of the centerline of West 95th Street and the centerline of South Western Avenue; thence northerly along said centerline of South Western Avenue to the north lot line extended of Lot 1 of Block 4 of O. Rueber and Co.'s Beverly Hills Subdivision of the south three-eighths of the west half of the northwest quarter of Section 6-37-14; thence easterly along said lot line to the intersection with the centerline of the first north/south public alley parallel to and first east of South Western Avenue; thence southerly along said centerline of the aforesaid alley to the intersection with the south lot line extended of Lot 15 in Block 5 of said O. Rueber and Co.'s Beverly Hills Subdivision; thence westerly 8 feet to the intersection with the

east lot line extended of Lot 16 of said O. Rueber and Co.'s Beverly Hills Subdivision; thence southerly along said lot line to the intersection with the centerline of West 91st Street in said O. Rueber and Co.'s Beverly Hills Subdivision; thence easterly 3 feet to the intersection with the east lot line extended of Lot 28 in Beverly Hills Boulevard Subdivision, being a resubdivision of the north 22 acres of Geo. H. Chambers Subdivision of the west half of the southwest quarter of Section 6-37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 13 in Geo. H. Chambers Subdivision of the west half of the southwest quarter of Section 6-37-14; thence westerly along said lot line 23 feet to the intersection with the east parcel division line of Lot 13 in said Geo. H. Chambers Subdivision; thence southerly 159 feet along said parcel division line to the intersection with the centerline of West 92nd Street in said Geo. H. Chambers Subdivision; thence easterly 45 feet along said centerline of West 92nd Street to the intersection with the east parcel division line extended of Lot 12 in said Geo. H. Chambers Subdivision; thence southerly along said parcel division line 159 feet to the intersection with the south lot line of Lot 12 in said Geo. H. Chambers Subdivision; thence westerly 13 feet along said lot line to the intersection with the east parcel division line of Lot 11 in Geo. H. Chambers Subdivision; thence southerly 252 feet along said parcel division line to the intersection with the north lot line of Lot 9 in said Geo H. Chambers Subdivision; thence easterly 13 feet along said lot line to the intersection with the east parcel division line of Lot 9 in Geo. H. Chambers Subdivision; thence southerly 126 feet to the intersection with the north lot line in Lot 8 of said Geo. H. Chambers Subdivision; thence westerly 15 feet along said lot line to the intersection with the east parcel division line in Lot 8 of said Geo. H. Chambers Subdivision; thence to the south line of Lot 8; thence east 15 feet to the centerline of Lot 7; thence southerly 252 feet along said parcel division line to the intersection with the centerline extended of West 94th Street in said Geo. H. Chambers Subdivision; thence easterly 13 feet along said centerline of West 94th Street to the intersection with the east parcel division line extended of Lot 5 in said Geo. H. Chambers Subdivision; thence southerly 242 feet along said parcel division line to the intersection with the north lot line of Lot 3 in said Geo. H. Chambers Subdivision; thence easterly 151.45 feet along said lot line extended to the intersection with the centerline of South Claremont Avenue in said Geo. H. Chambers Subdivision; thence southerly along said centerline of South Claremont Avenue to the intersection with the north lot line extended of Lot 39 in said Geo. H. Chambers Subdivision; thence easterly along said lot line to the intersection with the centerline of South Oakley Avenue in said Geo. H. Chambers Subdivision; thence southerly along said centerline of South Oakley Avenue to the intersection with the north lot line extended of Lot 41 in said Geo. H. Chambers Subdivision; thence easterly 329 feet along said lot line to the intersection with the centerline of South Bell Avenue in said Geo. H. Chambers Subdivision; thence northerly 75 feet along said centerline of South Bell Avenue to the intersection with the south line of the north 50

feet of Lot 79 extended in said Geo. H. Chambers Subdivision; thence easterly 121.9 feet along said parcel division line to the intersection with the west lot line of Lot 80 in said Geo. H. Chambers Subdivision; thence southerly 25 feet along said lot line to the intersection with the north lot line of Lot 81 in said Geo. H. Chambers Subdivision; thence easterly 208 feet along said lot line to the intersection with the centerline of South Leavitt Street in said Geo. H. Chambers Subdivision; thence southerly 33 feet along said centerline of South Leavitt Street to the intersection with the centerline extended of the first east/west public alley parallel to and first north of West 95th Street in subdivision of Block 36 in Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly along said centerline to the intersection with the centerline extended of South Hoyne Avenue in a subdivision of Block 37 of Hilliard & Dobbin's Subdivision of Section 6-37-14; thence northerly 28 feet to the intersection with the centerline extended of the first east/west public alley parallel to and first north of West 95th Street in Campbell's Subdivision of Block 37 of Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly along said centerline to the intersection with the centerline of South Damen Avenue in said Hillard & Dobbin's Subdivision; thence southerly 26.49 feet along said centerline to the intersection with the north lot line extended of Lot 14 in Plotke & Crosby's Resubdivision of Block 39 in Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly to the intersection with the centerline of South Winchester Avenue in said Hilliard & Dobbin's Subdivision; thence southerly 50 feet along said centerline to the intersection with the north parcel division line of Lot 47 in Longwood Subdivision of Section 6-37-14; thence easterly 193 feet along said parcel line to the intersection with the west lot line of Lot 46 in said Longwood Subdivision; thence northerly 50 feet along said lot line to the intersection with the north lot line extended of Lot 46 in said Longwood Subdivision; thence easterly along said lot line extended to the intersection with the centerline of South Longwood Drive in said Longwood Subdivision; thence northerly 50.07 feet to the intersection with the north parcel division line of Lot 23 in said Longwood Subdivision; thence easterly along said parcel division line to the intersection with the centerline of the C.R.I. & P. Railroad right-of-way in said Longwood Subdivision; thence southerly 10.06 feet to the intersection with the north lot line extended of Lot 22 in Longwood Subdivision, being a subdivision of all that part of Section 6-37-14 lying east of the centerline of Spruce Street, south of the centerline of West 93rd Street, west of the west line of the P.C. & St. L. Railroad right-of-way and north of the south line of the southeast quarter of said Section 6-37-14; thence easterly along said lot line to the intersection with the centerline of South Vanderpoel Avenue in aforesaid Longwood Subdivision; thence northerly 10 feet along said centerline to the intersection with the north parcel division line extended of Lot 12 in said Longwood Subdivision; thence easterly 208 feet to the intersection with the west lot line of Lot 9 in said Longwood Subdivision; thence southerly 8 feet along said lot line to the intersection with the centerline

of the first east/west public alley parallel to and first north of West 95th Street in Joseph B. Fleming's Subdivision of the south half of Lot 9 and all of Lot 10 in Longwood Subdivision; thence easterly along said centerline to the intersection with the centerline of South Charles Street in aforesaid Longwood Subdivision; thence northerly 66 feet along said centerline of South Charles Street to the intersection with the north lot line extended of Lot 2 in said Longwood Subdivision; thence easterly 171 feet to the intersection with the west line of the Pennsylvania Railroad right-of-way; thence southerly along said line to the intersection with the centerline of West 95th Street in said Longwood Subdivision; thence easterly along said centerline of West 95th Street to the intersection with the east lot line extended of Outlot B in Beverly Pointe, being a subdivision in the northeast quarter of Section 7, the northwest quarter and the southwest quarter of Section 8-37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 90 in said Beverly Pointe Subdivision; thence westerly 106.22 feet to the intersection with the west lot line of Outlot B in said Beverly Pointe Subdivision; thence southerly along said lot line to the intersection with the north lot line of Lot 1 in Howard Oviatt's Subdivision of Lots 1 to 17 including Lots 25, 26, 29 and 30 of Block 5 and Lots 15, 16, 18, 19 and 26 of Block 3 in Hilliard & Dobbin's First Addition to Washington Heights of Section 8-37-14; thence westerly 140 feet along said lot line extended to the intersection with the centerline of South Charles Street in said Howard Oviatt's Subdivision; thence northerly 70 feet along said centerline of South Charles Street to the intersection with the south lot line extended of Lot 45 in Hilliard & Dobbin's First Addition to Washington Heights, being a subdivision of the east half of the northeast quarter of Section 7 and the northwest quarter of Section 8-37-14; thence westerly 172 feet to the intersection with the east lot line of Lot 50 in said Hilliard & Dobbin's Subdivision; thence northerly 100 feet to the intersection with the south lot line of Lot 49 in said Hilliard & Dobbin's Subdivision; thence westerly 186 feet along said lot line extended to the intersection with the centerline of South Prospect Avenue in said Hilliard & Dobbin's Subdivision; thence northerly 10 feet along said centerline of South Prospect Avenue to the intersection with the south lot line extended to Lot 6 in said Hilliard & Dobbin's Subdivision; thence westerly 152 feet to the intersection with the east lot line of Lot 12 in O'Neill's Subdivision of Lot 3 and Lot 2 (except that part for School Lot) in Block 6 of Hilliard & Dobbin's Subdivision of Section 8-37-14; thence southerly 165.48 feet to the intersection with the south lot line of Lot 10 in said O'Neill's Subdivision; thence westerly 155.42 feet along said lot line to the intersection with the centerline of South Vanderpoel Avenue in said O'Neill's Subdivision; thence northerly along said centerline of South Vanderpoel Avenue to the intersection with the centerline extended of the first east/west public alley parallel to and first south of West 95th Street in Howe's Subdivision at Longwood of Lots 110 to 113, inclusive, of Block 6 in Hilliard & Dobbin's First Addition to Washington Heights of Section 8-37-14; thence westerly along said centerline to the

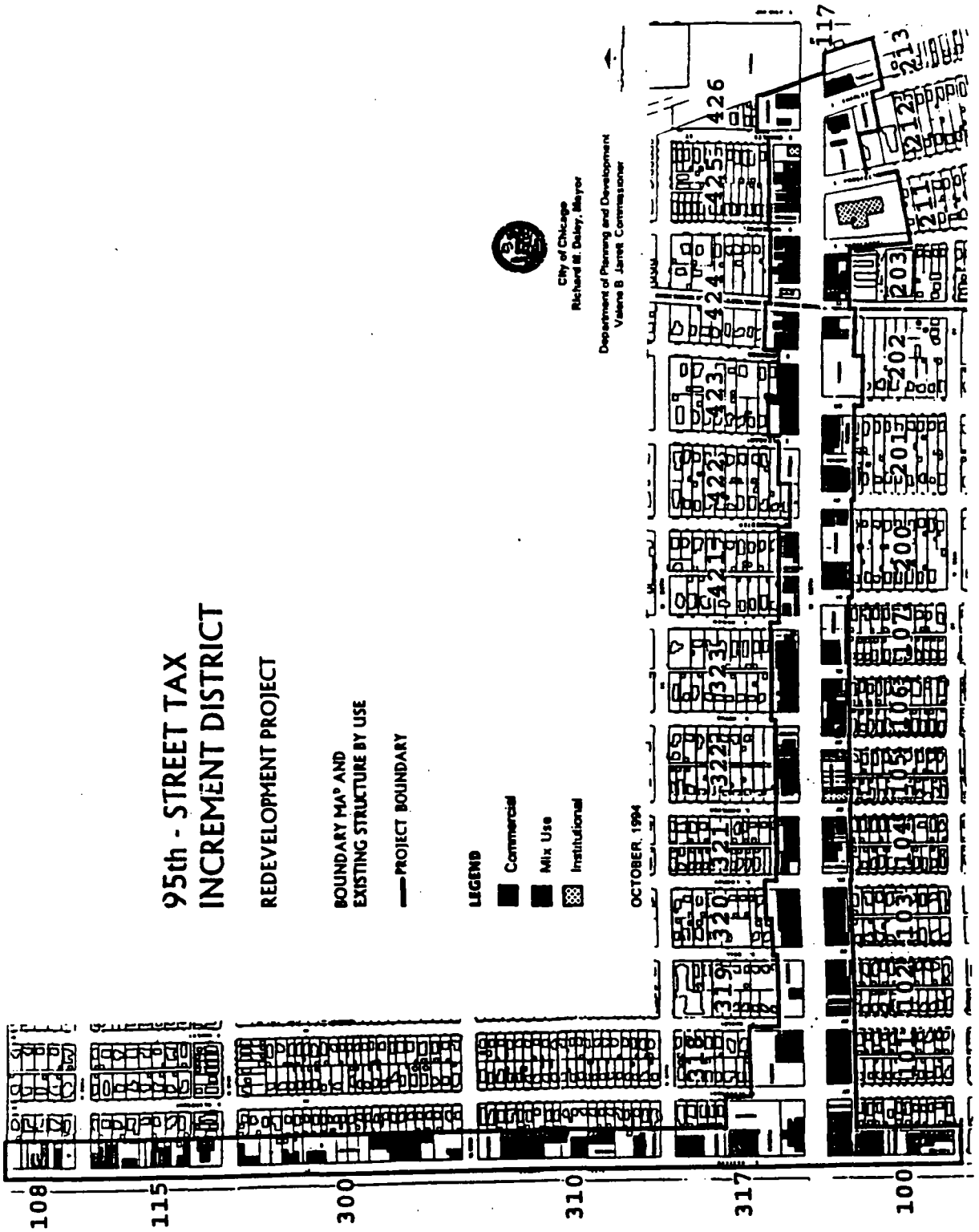
intersection with the centerline of the C.R.I. & P. Railroad right-of-way in said Howe's Subdivision; thence southerly 15.75 feet to the intersection with the south lot line extended of Lot 3 in Dore's Subdivision of the west half of the northeast quarter of Section 7-37-14; thence westerly along said lot line to the intersection with the east lot line of Lot 9 in subdivision of Lots 21, 22, 23 and 24 in Block 1 in Dore's Subdivision of Section 7-37-14; thence southerly 50 feet to the intersection with the south lot line of Lot 9 in said Dore's Subdivision; thence westerly 220 feet along said lot line extended to the intersection with the centerline of South Longwood Drive in said Dore's Subdivision; thence northerly 50 feet to the intersection with the south lot line extended of Lot 3 in said Dore's Subdivision; thence westerly along said lot line to the intersection with the centerline of South Damen Avenue in said Dore's Subdivision; thence northerly 8 feet to the intersection with the first east/west public alley first south of and parallel to West 95th Street in said Dore's Subdivision; thence westerly along the centerline extended of said alley to the centerline of South Leavitt Street in John Bain's Resubdivision of part of Forest Ridge of Section 7-37-14; thence northerly 3 feet along said centerline of South Leavitt Street to the intersection with the first east/west public alley parallel to and first south of West 95th Street in Highland Addition to Longwood, being a resubdivision of Calumet Highlands of Section 7-37-14; thence westerly along said centerline extended of said alley to the intersection with the centerline of the first north/south public alley parallel to and first east of South Western Avenue in said Highland Addition; thence southerly along said alley centerline extended to the intersection with the centerline of West 96th Street in said Highland Addition; thence westerly along said centerline of West 96th Street to the intersection with the centerline of South Western Avenue in said Highland Addition; thence northerly along said centerline of South Western Avenue to the point of the beginning.

Exhibit "D".

Street Location Of The 95th And Western Avenue Redevelopment Project Area.

The Area is generally bordered on the east by Ashland Avenue, on the south by the alley behind the stores along the south side of 95th Street, on the west by Western Avenue, which in this vicinity is the City limits, and on the north (between Western Avenue and the alley one half block to the east) by the Dan Ryan Woods Forest Preserve and by the alley behind the stores along the north side of 95th Street until Ashland Avenue.

Exhibit "E".


95th - STREET TAX
INCREMENT DISTRICT
REDEVELOPMENT PROJECT
BOUNDARY MAP AND
EXISTING STRUCTURE BY USE
PROJECT BOUNDARY
LEGEND
Commercial
Mix Use
Institutional
OCTOBER, 1994
City of Chicago
Richard M. Daley, Mayor
Department of Planning and Development
Valerie B. Jarrett Commissioner
108
115
300
310
317
100

DESIGNATION OF 95TH AND WESTERN AVENUE PROJECT AREA AS TAX INCREMENT FINANCING DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance designating the 95th and Western Avenue Project Area as a Tax Increment Financing District, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1993), as amended (the "Act"), for a proposed redevelopment project area to be known as the 95th and Western Avenue Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Community Development Commission (the "Commission") of the City, by authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") called a public hearing (the "Hearing") concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area on June 26, 1995; and

WHEREAS, The Plan and the related eligibility report were made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act notice of the hearing was given pursuant to Section 5/11-74.4-6 of the Act; and a meeting of the joint review board (the "Board") was convened pursuant to Section 5/11-74.4-5(b) of the Act; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 95-CDC-35, recommending to the City Council the designation of the Area as a redevelopment project area pursuant to the Act, among other things; and

WHEREAS, The Commission has reviewed the Plan, the related eligibility report for the Area, testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission has deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; and

WHEREAS, The City Council has heretofore approved the Plan, which was identified in an Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The 95th And Western Avenue Redevelopment Project Area; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Area. The Area is legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings:

a. The Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefited by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

b. As required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a conservation area as defined in the Act.

SECTION 4. Area Designated. The Area is hereby designated as a redevelopment project area pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed on page 3980 of this Journal.]

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

Exhibit "A".

Legal Description Of The 95th Street

Tax Increment Financing District.

A parcel of land in Chicago, Cook County, Illinois being a part of the north half of Section 7, and the south half of Section 6 in Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the intersection of the centerline of West 95th Street and the centerline of South Western Avenue; thence northerly along said centerline of South Western Avenue to the north lot line extended of Lot 1 of Block Number 4 of O. Rueber and Co.'s Beverly Hills Subdivision of the south three-eighths of the west half of the northwest quarter of Section 6-37-14; thence easterly along said lot line to the intersection with the centerline of the first north/south public alley parallel to and first east of South Western Avenue; thence southerly along said centerline of the aforesaid alley to the intersection with the south lot line extended of Lot 15 in Block 5 of said O. Rueber and Co.'s Subdivision; thence westerly 8 feet to the intersection with the east lot line extended of Lot 16 of said O. Rueber and Co.'s Beverly Hills Subdivision; thence southerly along said lot line to the intersection with the centerline of West 91st Street in said O. Rueber and Co.'s Beverly Hills Subdivision; thence easterly 3 feet to the intersection with the east lot line extended of Lot 28 in Beverly Hills Boulevard Subdivision, being a resubdivision of the north 22 acres of Geo. H. Chambers Subdivision of the west half of the southwest quarter of Section 6-37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 13 in Geo. H. Chambers Subdivision of the west half of the southwest quarter of Section 6-37-14; thence westerly along said lot line 23 feet to the intersection with the east parcel division line of Lot 13 in said Geo. H. Chambers Subdivision; thence southerly 159 feet along said parcel division line to the intersection with the centerline of West 92nd Street in said Geo. H. Chambers Subdivision; thence easterly 45 feet along said centerline of West 92nd Street to the intersection with the east parcel division line extended of Lot 12 in said Geo. H. Chambers Subdivision; thence southerly along said parcel division line 159 feet to the intersection with the south lot line of Lot 12 in said Geo. H. Chambers Subdivision; thence westerly 13 feet along said lot line to the intersection with the east parcel division line of Lot 11 in Geo. H. Chambers Subdivision; thence southerly 252 feet along said parcel division line to the intersection with the north lot line of Lot 9 in said Geo. H. Chambers Subdivision; thence easterly 13 feet along said lot line to the intersection with the east parcel division line of Lot 9 in Geo.

H. Chambers Subdivision; thence southerly 126 feet to the intersection with the north lot line in Lot 8 of said Geo. H. Chambers Subdivision; thence westerly 15 feet along said lot line to the intersection with the east parcel division line in Lot 8 of said Geo. H. Chambers Subdivision; thence to the south line of Lot 8; thence east 15 feet to the centerline of Lot 7; thence southerly 252 feet along said parcel division line to the intersection with the centerline extended of West 94th Street in said Geo. H. Chambers Subdivision; thence easterly 13 feet along said centerline of West 94th Street to the intersection with the east parcel division line extended of Lot 5 in said Geo. H. Chambers Subdivision; thence southerly 242 feet along said parcel division line to the intersection with the north lot line of Lot 3 in said Geo. H. Chambers Subdivision; thence easterly 151.45 feet along said lot line extended to the intersection with the centerline of South Claremont Avenue in said Geo. H. Chambers Subdivision; thence southerly along said centerline of South Claremont Avenue to the intersection with the north lot line extended of Lot 39 in said Geo. H. Chambers Subdivision; thence easterly along said lot line to the intersection with the centerline of South Oakley Avenue in said Geo. H. Chambers Subdivision; thence southerly along said centerline of South Oakley Avenue to the intersection with the north lot line extended of Lot 41 in said Geo. H. Chambers Subdivision; thence easterly 329 feet along said lot line to the intersection with the centerline of South Bell Avenue in said Geo. H. Chambers Subdivision; thence northerly 75 feet along said centerline of South Bell Avenue to the intersection with the south line of the north 50 feet of Lot 79 in said Geo. H. Chambers Subdivision; thence easterly 121.9 feet along said parcel division line to the intersection with the west lot line of Lot 80 in said Geo. H. Chambers Subdivision; thence southerly 25 feet along said lot line to the intersection with north lot line of Lot 81 in said Geo. H. Chambers Subdivision; thence easterly 208 feet along said lot line to the intersection with the centerline of South Leavitt Street in said Geo. H. Chambers Subdivision; thence southerly 33 feet along said centerline of South Leavitt Street to the intersection with the centerline extended of the first east/west public alley parallel to and first north of West 95th Street in subdivision of Block 36 in Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly along said centerline to the intersection with the centerline extended of South Hoyne Avenue in a subdivision of Block 37 of Hilliard & Dobbin's Subdivision of Section 6-37-14; thence northerly 28 feet to the intersection with the centerline extended of the first east/west public alley parallel to and first north of West 95th Street in Campbell's Subdivision of Block 37 of Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly along said centerline to the intersection with the centerline of South Damen Avenue in said Hilliard & Dobbin's Subdivision; thence southerly 26.49 feet along said centerline to the intersection with the north lot line extended of Lot 14 in Plotke & Crosby's Resubdivision of Block 39 in Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly to the intersection with the centerline of South Winchester Avenue in said Hilliard & Dobbin's Subdivision;

thence southerly 50 feet along said centerline to the intersection with the north parcel division line of Lot 47 in Longwood Subdivision of Section 6-37-14; thence easterly 193 feet along said parcel line to the intersection with the west lot line of Lot 46 in said Longwood Subdivision; thence northerly 50 feet along said lot line to the intersection with the north lot line extended of Lot 46 in said Longwood Subdivision; thence easterly along said lot line extended to the intersection with the centerline of South Longwood Drive in said Longwood Subdivision; thence northerly 50.07 feet to the intersection with the north parcel division line of Lot 23 in said Longwood Subdivision; thence easterly along said parcel division line to the intersection with the centerline of the C.R.I. & P. Railroad right-of-way in said Longwood Subdivision; thence southerly 10.06 feet to the intersection with the north lot line extended of Lot 22 in Longwood Subdivision, a subdivision of all that part of Section 6-37-14 lying east of the centerline of South Spruce Street, south of the centerline of West 93rd Street, west of the west line of P.C. & St. L. Railroad right-of-way and north of the south line of southeast quarter of said Section 6-37-14; thence easterly along said lot line to the intersection with the centerline of South Vanderpoel Avenue in aforesaid Longwood Subdivision; thence northerly 10 feet along said centerline to the intersection with the north parcel division line extended of Lot 12 in said Longwood Subdivision; thence easterly 208 feet to the intersection with the west lot line of Lot 9 in said Longwood Subdivision; thence southerly 8 feet along said lot line to the intersection with the centerline of the first east/west public alley parallel to and first north of West 95th Street in Joseph B. Fleming's Subdivision of the south half of Lot 9 and all of Lot 10 in Longwood Subdivision; thence easterly along said centerline to the intersection with the centerline of South Charles Street in aforesaid Longwood Subdivision; thence northerly 66 feet along said centerline of South Charles Street to the intersection with the north lot line extended of Lot 2 in said Longwood Subdivision; thence easterly 171 feet to the intersection with the west line of the Pennsylvania Railroad right-of-way; thence southerly along said line to the intersection with the centerline of West 95th Street in said Longwood Subdivision; thence easterly along said centerline of West 95th Street to the intersection with the east lot line extended of Outlot B in Beverly Pointe, a subdivision in northeast quarter of Section 7, the northwest quarter and the southwest quarter of Section 8-37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 90 in said Beverly Pointe Subdivision; thence westerly 106.22 feet to the intersection with the west lot line of Outlot B in said Beverly Pointe Subdivision; thence southerly along said lot line to the intersection with the north lot line of Lot 1 in Howard Oviatt's Subdivision of Lots 1 to 17, inclusive, Lots 25, 26, 29 and 30 of Block 5 and Lots 15, 16, 18, 19 and 26 of Block 3 in Hilliard & Dobbin's First Addition to Washington Heights of Section 8-37-14; thence westerly 140 feet along said lot line extended to the intersection with the centerline of South Charles Street in said Howard Oviatt's Subdivision; thence northerly 70 feet along said centerline of

South Charles Street to the intersection with the south lot line extended of Lot 45 in Hilliard & Dobbin's First Addition to Washington Heights being a subdivision of the east half of the northeast quarter of Section 7 and the northwest quarter of Section 8-37-14; thence westerly 172 feet to the intersection with the east lot line of Lot 50 in said Hilliard & Dobbin's Subdivision; thence northerly 100 feet to the intersection with the south lot line of Lot 49 in said Hilliard & Dobbin's Subdivision; thence westerly 186 feet along said lot line extended to the intersection with the centerline of South Prospect Avenue in said Hilliard & Dobbin's Subdivision; thence northerly 10 feet along said centerline of South Prospect Avenue to the intersection with the south lot line extended to Lot 6 in said Hilliard & Dobbin's Subdivision; thence westerly 152 feet to the intersection with the east lot line of Lot 12 in O'Neill's Subdivision of Lot 3 and Lot 2 (except that part for school lot) in Block 6 of Hilliard & Dobbin's Subdivision of Section 8-37-14; thence southerly 165.48 feet to the intersection with the south lot line of Lot 10 in said O'Neill's Subdivision; thence westerly 155.42 feet along said lot line to the intersection with the centerline of South Vanderpoel Avenue in said O'Neill's Subdivision; thence northerly along said centerline of South Vanderpoel Avenue to the intersection with the centerline extended of the first east/west public alley parallel to and first south of West 95th Street in Howe's Subdivision at Longwood of Lots 110 to 113, inclusive, of Block 6 in Hilliard & Dobbin's First Addition to Washington Heights of Section 8-37-14; thence westerly along said centerline to the intersection with the centerline of the C.R.I. & P. Railroad right-of-way in said Howe's Subdivision; thence southerly 15.75 feet to the intersection with the south lot line extended of Lot 3 in Dore's Subdivision of the west half of the northeast quarter of Section 7-37-14; thence westerly along said lot line to the intersection with the east lot line of Lot 9 in subdivision of Lots 21, 22, 23 and 24 in Block 1 in Dore's Subdivision of Section 7-37-14; thence southerly 50 feet to the intersection with the south lot line of Lot 9 in said Dore's Subdivision; thence westerly 220 feet along said lot line extended to the intersection with the centerline of South Longwood Drive in said Dore's Subdivision; thence northerly 50 feet to the intersection with the south lot line extended of Lot 3 in said Dore's Subdivision; thence westerly along said lot line to the intersection with the centerline of South Damen Avenue in said Dore's Subdivision; thence northerly 8 feet to the intersection with the first east/west public alley first south and parallel to West 95th Street in said Dore's Subdivision; thence westerly along the centerline extended of said alley to the centerline of South Leavitt Street in John Bain's Resubdivision of part of Forest Ridge of Section 7-37-14; thence northerly 3 feet along said centerline of South Leavitt Street to the intersection with the first east/west public alley parallel to and first south of West 95th Street in Highland Addition to South Longwood Drive, being a resubdivision of Calumet Highlands of Section 7-37-14; thence westerly along said centerline extended of said alley to the intersection with the centerline of the first north/south public alley parallel to and first east of South Western Avenue in said Highland

Addition; thence southerly along said alley centerline extended to the intersection with the centerline of West 96th Street in said Highland Addition; thence westerly along said centerline of West 96th Street to the intersection with the centerline of South Western Avenue in said Highland Addition; thence northerly along said centerline of South Western Avenue to the point of beginning.

Exhibit "B".

Street Location Of The 95th And Western Avenue Redevelopment Project Area.

The Area is generally bordered on the east by Ashland Avenue, on the south by the alley behind the stores along the south side of 95th Street, on the west by Western Avenue, which in this vicinity is the City limits, and on the north (between Western Avenue and the alley one half block to the east) by the Dan Ryan Woods Forest Preserve and by the alley behind the stores along the north side of 95th Street until Ashland Avenue.

ADOPTION OF TAX INCREMENT FINANCING FOR 95TH AND WESTERN AVENUE REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

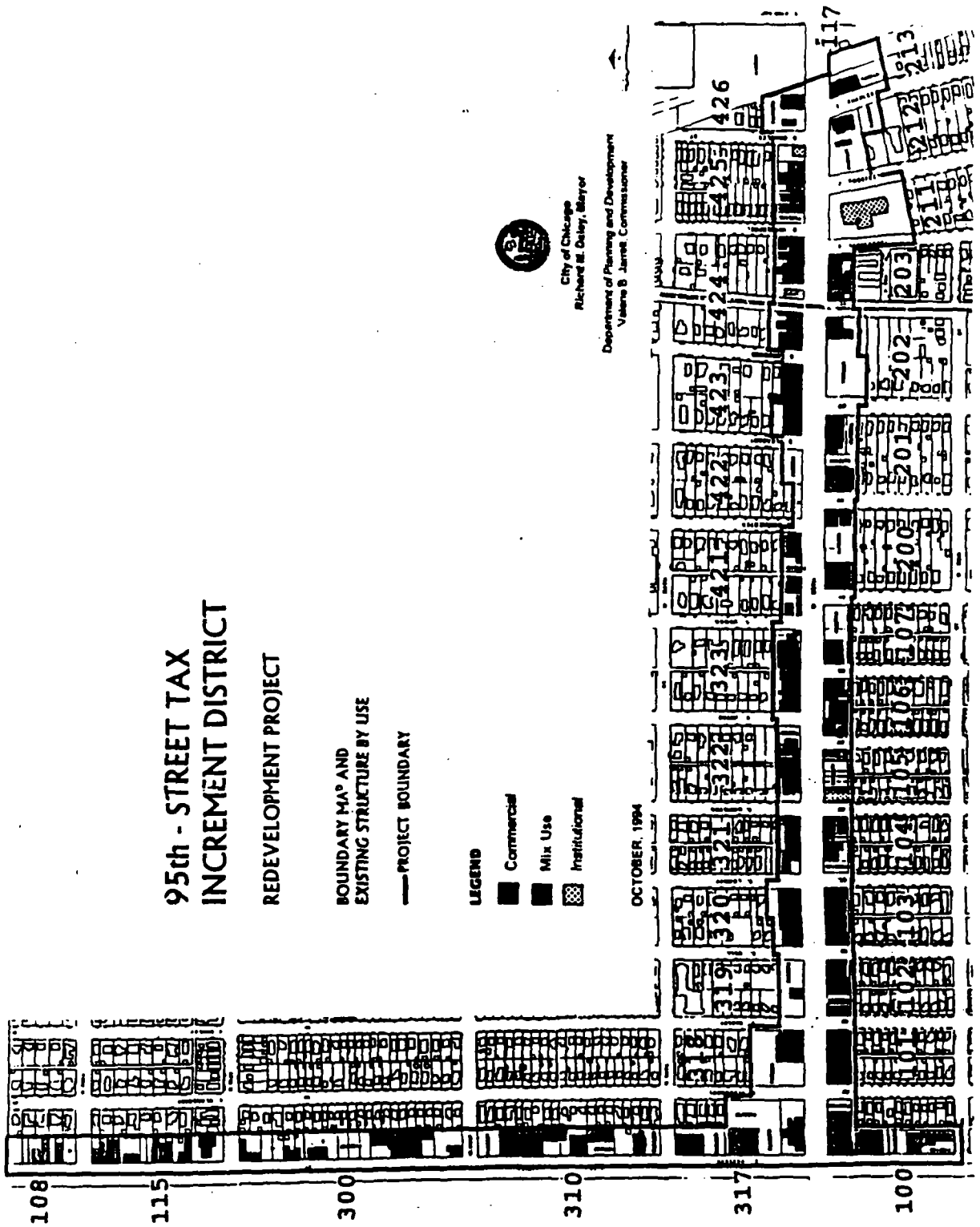
CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance adopting Tax Increment Financing for the 95th Street and Western Avenue Redevelopment Project, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 3981)

Exhibit "C".


95th - STREET TAX
INCREMENT DISTRICT
REDEVELOPMENT PROJECT
BOUNDARY MAP AND
EXISTING STRUCTURE BY USE
PROJECT BOUNDARY
LEGEND
Commercial
Mix Use
Institutional
OCTOBER, 1994
City of Chicago
Richard M. Daley, Mayor
Department of Planning and Development
Valerie B. Jarrett, Commissioner
108
115
300
310
317
100

(Continued from page 3979)

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1993), as amended (the "Act"), for a proposed redevelopment project area to be known as the 95th and Western Avenue Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, The Community Development Commission of the City has forwarded to the City Council of the City ("City Council") a copy of its Resolution 95-CDC-35, recommending to the City Council the adoption of Tax Increment Allocation Financing for the Area, among other things; and

WHEREAS, As required by the Act, the City has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The 95th And Western Avenue

Redevelopment Project Area and has heretofore designated the Area as a redevelopment project area by passage of An Ordinance Of The City of Chicago, Illinois, Designating The 95th And Western Avenue Redevelopment Project Area A Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Tax Increment Allocation Financing Adopted. Tax Increment Allocation Financing is hereby adopted pursuant to Section 5/11-74.4-8 of the Act to finance redevelopment project costs as defined in the Act and as set forth in the Plan within the Area legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein.

SECTION 3. Allocation of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 5/11-74.4-9(c) of the Act each year after the effective date of this ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs incurred under the Act have been paid, shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of Tax Increment Allocation Financing; and

b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to, and when collected, shall be paid to the City treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "95th and Western Avenue Redevelopment Project Area Special Tax Allocation Fund" of the City for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

SECTION 4. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed on page 3988 of this Journal.]

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

Exhibit "A".

Legal Description Of The 95th Street

Tax Increment Financing District.

A parcel of land in Chicago, Cook County, Illinois, being a part of the north half of Section 7, and the south half of Section 6 in Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the intersection of the centerline of West 95th Street and the centerline of South Western Avenue; thence northerly along said centerline of South Western Avenue to the north lot line extended of Lot 1 of Block Number 4 of O. Rueber and Co.'s Beverly Hills Subdivision of the south three-eighths of the west half of the northwest quarter of Section 6-37-14; thence easterly along said lot line to the intersection with the centerline of the first north/south public alley parallel to and first east of South Western Avenue; thence southerly along said centerline of the aforesaid alley to the intersection with the south lot line extended of Lot 15 in Block 5 of said O. Rueber and Co.'s Subdivision; thence westerly 8 feet to the intersection with the east lot line extended of Lot 16 of said O. Rueber and Co.'s Subdivision; thence southerly along said lot line to the intersection with the centerline of West 91st Street in said O. Rueber and Co.'s Subdivision; thence easterly 3 feet to the intersection with the east lot line extended of Lot

28 in Beverly Hills Boulevard Subdivision, being a resubdivision of the north 22 acres of Geo. H. Chambers Subdivision of the west half of the southwest quarter of Section 6-37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 13 in Geo. H. Chambers Subdivision of the west half of the southwest quarter of Section 6-37-14; thence westerly along said lot line 23 feet to the intersection with the east parcel division line of Lot 13 in said Geo. H. Chambers Subdivision; thence southerly 159 feet along said parcel division line to the intersection with the centerline of West 92nd Street in said Geo. H. Chambers Subdivision; thence easterly 45 feet along said centerline of West 92nd Street to the intersection with the east parcel division line extended of Lot 12 in said Geo. H. Chambers Subdivision; thence southerly along said parcel division line 159 feet to the intersection with the south lot line of Lot 12 in said Geo. H. Chambers Subdivision; thence westerly 13 feet along said lot line to the intersection with the east parcel division line of Lot 11 in Geo. H. Chambers Subdivision; thence southerly 252 feet along said parcel division line to the intersection with the north lot line of Lot 9 in said Geo. H. Chambers Subdivision; thence easterly 13 feet along said lot line to the intersection with the east parcel division line of Lot 9 in Geo. H. Chambers Subdivision; thence southerly 126 feet to the intersection with the north lot line in Lot 8 of said Geo. H. Chambers Subdivision; thence westerly 15 feet along said lot line to the intersection with the east parcel division line in Lot 8 of said Geo. H. Chambers Subdivision; thence to the south line of Lot 8; thence east 15 feet to the centerline of Lot 7; thence southerly 252 feet along said parcel division line to the intersection with the centerline extended of West 94th Street in said Geo. H. Chambers Subdivision; thence easterly 13 feet along said centerline of West 94th Street to the intersection with the east parcel division line extended of Lot 5 in said Geo. H. Chambers Subdivision; thence southerly 242 feet along said parcel division line to the intersection with the north lot line of Lot 3 in said Geo. H. Chambers Subdivision; thence easterly 151.45 feet along said lot line extended to the intersection with the centerline of South Claremont Avenue in said Geo. H. Chambers Subdivision; thence southerly along said centerline of South Claremont Avenue to the intersection with the north lot line extended of Lot 39 in said Geo. H. Chambers Subdivision; thence easterly along said lot line to the intersection with the centerline of South Oakley Avenue in said Geo. H. Chambers Subdivision; thence southerly along said centerline of South Oakley Avenue to the intersection with the north lot line extended of Lot 41 in said Geo. H. Chambers Subdivision; thence easterly 329 feet along said lot line to the intersection with the centerline of South Bell Avenue in said Geo. H. Chambers Subdivision; thence northerly 75 feet along said centerline of South Bell Avenue to the intersection with the south line of the north 50 feet of Lot 79 in said Geo. H. Chambers Subdivision; thence easterly 121.9 feet along said parcel division line to the intersection with the west lot line of Lot 80 in said Geo. H. Chambers Subdivision; thence southerly 25 feet along said lot line to the intersection with the north lot

line of Lot 81 in said Geo. H. Chambers Subdivision; thence easterly 208 feet along said lot line to the intersection with the centerline of South Leavitt Street in said Geo. H. Chambers Subdivision; thence southerly 33 feet along said centerline of South Leavitt Street to the intersection with the centerline extended of the first east/west public alley parallel to and first north of West 95th Street in subdivision of Block 36 in Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly along said centerline to the intersection with the centerline extended of South Hoyne Avenue in a subdivision of Block 37 of Hilliard & Dobbin's Subdivision of Section 6-37-14; thence northerly 28 feet to the intersection with the centerline extended of the first east/west public alley parallel to and first north of West 95th Street in Campbell's Subdivision of Block 37 of Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly along said centerline to the intersection with the centerline of South Damen Avenue in said Hilliard & Dobbin's Subdivision; thence southerly 26.49 feet along said centerline to the intersection with the north lot line extended of Lot 14 in Plotke & Crosby's Resubdivision of Block 39 in Hilliard & Dobbin's Subdivision of Section 6-37-14; thence easterly to the intersection with the centerline of South Winchester Avenue in said Hilliard & Dobbin's Subdivision; thence southerly 50 feet along said centerline to the intersection with the north parcel division line of Lot 47 in Longwood Subdivision of Section 6-37-14; thence easterly 193 feet along said parcel line to the intersection with the west lot line of Lot 46 in said Longwood Subdivision; thence northerly 50 feet along said lot line to the intersection with the north lot line extended of Lot 46 in said Longwood Subdivision; thence easterly along said lot line extended to the intersection with the centerline of South Longwood Drive in said Longwood Subdivision; thence northerly 50.07 feet to the intersection with the north parcel division line of Lot 23 in said Longwood Subdivision; thence easterly along said parcel division line to the intersection with the centerline of the C.R.I. & P. Railroad right-of-way in said Longwood Subdivision; thence southerly 10.06 feet to the intersection with the north lot line extended of Lot 22 in Longwood Subdivision, a subdivision of all that part of Section 6-37-14 lying east of the centerline of South Spruce Street, south of the centerline of West 93rd Street, west of the west line of P.C. & St. L. Railroad right-of-way and north of the south line of southeast quarter of said Section 6-37-14; thence easterly along said lot line to the intersection with the centerline of South Vanderpoel Avenue in aforesaid Longwood Subdivision; thence northerly 10 feet along said centerline to the intersection with the north parcel division line extended of Lot 12 in said Longwood Subdivision; thence easterly 208 feet to the intersection with the west lot line of Lot 9 in said Longwood Subdivision; thence southerly 8 feet along said lot line to the intersection with the centerline of the first east/west public alley parallel to and first north of West 95th Street in Joseph B. Fleming's Subdivision of the south half of Lot 9 and all of Lot 10 in Longwood Subdivision; thence easterly along said centerline to the intersection with the center line of South Charles Street in aforesaid Longwood

Subdivision; thence northerly 66 feet along said centerline of South Charles Street to the intersection with the north lot line extended of Lot 2 in said Longwood Subdivision; thence easterly 171 feet to the intersection with the west line of the Pennsylvania Railroad right-of-way; thence southerly along said line to the intersection with the centerline of West 95th Street in said Longwood Subdivision; thence easterly along said centerline of West 95th Street to the intersection with the east lot line extended of Outlot B in Beverly Pointe, a subdivision in northeast quarter of Section 7, the northwest quarter and the southwest quarter of Section 8-37-14; thence southerly along said lot line to the intersection with the north lot line of Lot 90 in said Beverly Pointe Subdivision; thence westerly 106.22 feet to the intersection with the west lot line of Outlot B in said Beverly Pointe Subdivision; thence southerly along said lot line to the intersection with the north lot line of Lot 1 in Howard Oviatt's Subdivision of Lots 1 to 17, inclusive, Lots 25, 26, 29 and 30 of Block 5 and Lots 15, 16, 18, 19 and 26 of Block 3 in Hilliard & Dobbin's 1st Addition to Washington Heights of Section 8-37-14; thence westerly 140 feet along said lot line extended to the intersection with the centerline of South Charles Street in said Howard Oviatt's Subdivision; thence northerly 70 feet along said centerline of South Charles Street to the intersection with the south lot line extended of Lot 45 in Hilliard & Dobbin's 1st Addition to Washington Heights being a subdivision of the east half of the northeast quarter of Section 7 and the northwest quarter of Section 8-37-14; thence westerly 172 feet to the intersection with the east lot line of Lot 50 in said Hilliard & Dobbin's Subdivision; thence northerly 100 feet to the intersection with the south lot line of Lot 49 in said Hilliard & Dobbin's Subdivision; thence westerly 186 feet along said lot line extended to the intersection with the centerline of South Prospect Avenue in said Hilliard & Dobbin's Subdivision; thence northerly 10 feet along said centerline of South Prospect Avenue to the intersection with the south line extended to Lot 6 in said Hilliard & Dobbin's Subdivision; thence westerly 152 feet to the intersection with the east lot line of Lot 12 in O'Neill's Subdivision of Lot 3 and Lot 2 (except that part for school lot) in Block 6 of Hilliard & Dobbin's Subdivision of Section 8-37-14; thence southerly 165.48 feet to the intersection with the south lot line of Lot 10 in said O'Neill's Subdivision; thence westerly 155.42 feet along said lot line to the intersection with the centerline of South Vanderpoel Avenue in said O'Neill's Subdivision; thence northerly along said centerline of South Vanderpoel Avenue to the intersection with the centerline extended of the first east/west public alley parallel to and first south of West 95th Street in Howe's Subdivision at Longwood of Lots 110 to 113 inclusive of Block 6 in Hilliard & Dobbin's 1st Addition to Washington Heights of Section 8-37-14; thence westerly along said centerline to the intersection with the centerline of the C.R.I. & P. Railroad right-of-way in said Howe's Subdivision; thence southerly 15.75 feet to the intersection with the south lot line extended of Lot 3 in Dore's Subdivision of the west half of the northeast quarter of Section 7-37-14; thence westerly along said lot line to the intersection with the east lot

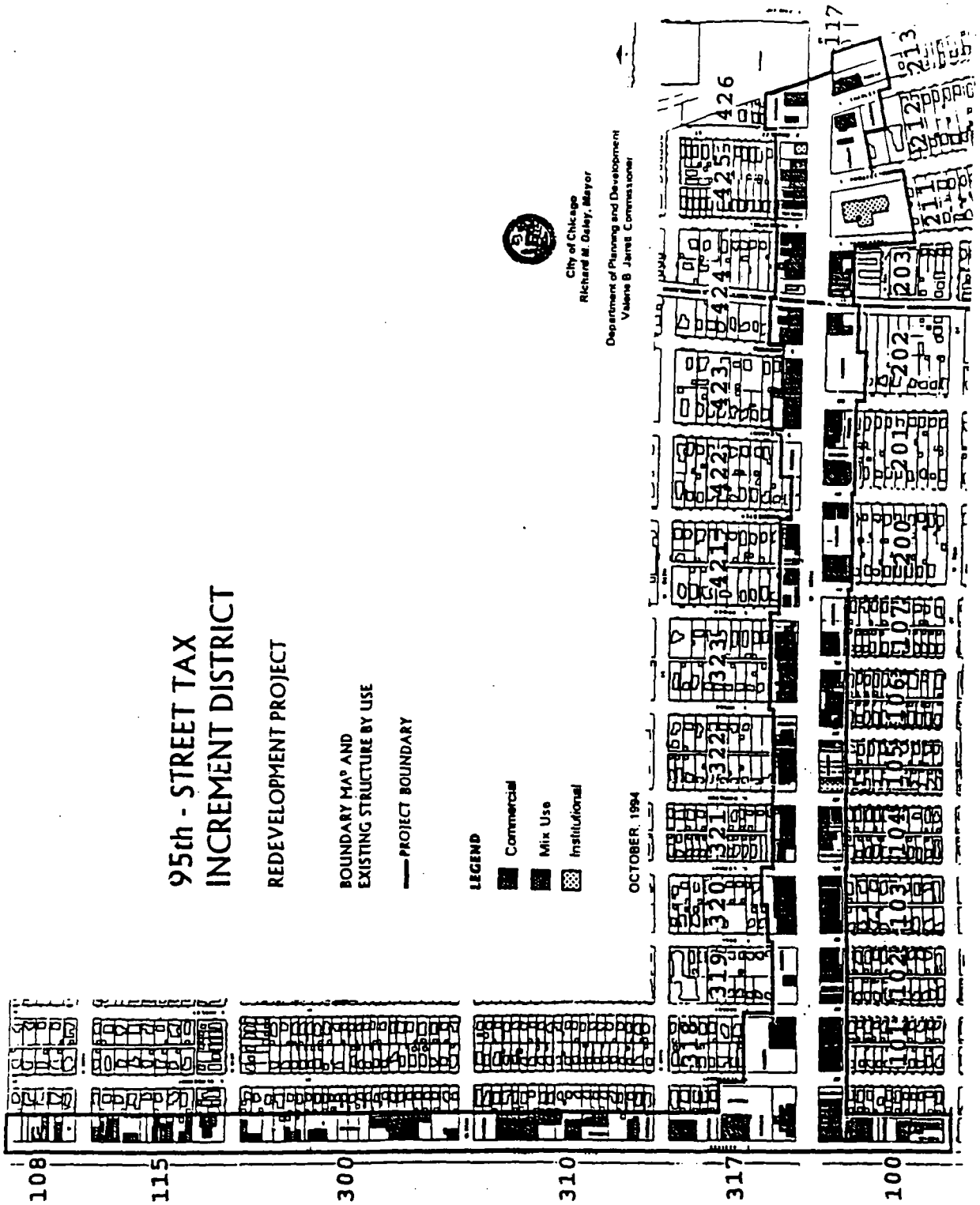
line of Lot 9 in subdivision of Lots 21, 22, 23 and 24 in Block 1 in Dore's Subdivision of Section 7-37-14; thence southerly 50 feet to the intersection with the south lot line of Lot 9 in said Dore's Subdivision; thence westerly 220 feet along said lot line extended to the intersection with the centerline of South Longwood Drive in said Dore's Subdivision; thence northerly 50 feet to the intersection with the south lot line extended of Lot 3 in said Dore's Subdivision; thence westerly along said lot line to the intersection with the centerline of South Damen Avenue in said Dore's Subdivision; thence northerly 8 feet to the intersection with the first east/west public alley first south and parallel to West 95th Street in said Dore's Subdivision; thence westerly along the centerline extended of said alley to the centerline of South Leavitt Street in John Bain's Resubdivision of part of Forest Ridge of Section 7-37-14; thence northerly 3 feet along said centerline of South Leavitt Street to the intersection with the first east/west public alley parallel to and first south of West 95th Street in Highland Addition to Longwood, being a resubdivision of Calumet Highlands of Section 7-37-14; thence westerly along said centerline extended of said alley to the intersection with the centerline of the first north/south public alley parallel to and first east of South Western Avenue in said Highland Addition; thence southerly along said alley centerline extended to the intersection with the centerline of West 96th Street in said Highland Addition; thence westerly along said centerline of West 96th Street to the intersection with the centerline of South Western Avenue in said Highland Addition; thence northerly along said centerline of South Western Avenue to the point of the beginning.

Exhibit "B".

Street Location Of The 95th And Western Avenue Redevelopment Project Area.

The Area is generally bordered on the east by Ashland Avenue, on the south by the alley behind the stores along the south side of 95th Street, on the west by Western Avenue, which in this vicinity is the City limits, and on the north (between Western Avenue and the alley one half block to the east) by the Dan Ryan Woods Forest Preserve and by the alley behind the stores along the north side of 95th Street until Ashland Avenue.

Exhibit "C".


95th - STREET TAX
INCREMENT DISTRICT
REDEVELOPMENT PROJECT
BOUNDARY MAP AND
EXISTING STRUCTURE BY USE
PROJECT BOUNDARY
LEGEND
Commercial
Mix Use
Institutional
OCTOBER, 1994
City of Chicago
Richard M. Daley, Mayor
Department of Planning and Development
Valerie B. Jarrett Commissioner
108
115
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EVIDENCE OF INTENT FOR ISSUANCE OF INDUSTRIAL DEVELOPMENT BONDS FOR X-FRAME I PARTNERSHIP FOR BENEFIT OF KOLCRAFT ENTERPRISES, INC.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing to evidence the intent of the City of Chicago to issue Industrial Development Bonds on behalf of X-Frame I Partnership for the benefit of Kolcraft Enterprises, Inc. for property located a 7001 West 62nd Street, in an amount not to exceed $1,500,000, 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 1970 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, X-Frame I Partnership, an Illinois general partnership (the "Borrower"), has proposed a certain industrial development project consisting of the acquisition and renovation of a facility located at 7001 West 62nd Street, Chicago, Illinois 60623 which will be leased to Kolcraft Enterprises, Inc. (the "Company"), in order to enable the expansion of the Company's business (the "Project"); and

WHEREAS, The Borrower has requested that the City issue industrial development bonds in an amount not to exceed $1,500,000 (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 Borrower for the purpose of financing the Project. The total amount of Bonds which the City intends to issue for the Project will not exceed $1,500,000.

SECTION 3. Certain costs will be incurred by the Borrower 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 $1,500,000.

SECTION 4. The costs to be reimbursed will be paid from funds of the Borrower 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.

EVIDENCE OF INTENT FOR ISSUANCE OF INDUSTRIAL DEVELOPMENT BONDS FOR SERVICE WEB OFFSET CORPORATION.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing to evidence the intent of the City of Chicago to issue Industrial Development Bonds on behalf of Service Web Offset Corporation for the property located at 2500 South Dearborn Street, in an amount not to exceed $5,400,000, 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 1970 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, Service Web Offset Corporation, an Illinois corporation (the "Borrower"), has proposed a certain industrial development project consisting of the acquisition of certain printing equipment and renovation of

a facility located at 2500 South Dearborn Street, Chicago, Illinois 60616 (the "Project"); and

WHEREAS, The Borrower has requested that the City issue industrial development bonds in an amount not to exceed $5,400,000 (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 a declaration of official intent with respect to 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 Borrower for the purpose of financing the Project. The total amount of Bonds which the City intends to issue for the Project will not exceed $5,400,000.

SECTION 3. Certain costs will be incurred by the Borrower 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 $2,500,000.

SECTION 4. The costs to be reimbursed will be paid from funds of the Borrower 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 FOR ISSUANCE OF CITY OF CHICAGO INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 1995 FOR GOOSE ISLAND BEER COMPANY.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago Industrial Development Revenue Bonds, Series 1995, on behalf of Goose Island Beer Company, in an amount not to exceed $2,500,000, 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, As a home rule unit of government, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, to license, to tax, and to incur debt; 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 1970 Constitution of the State of Illinois; and

WHEREAS, Goose Island Beer Co., an Illinois corporation (the "Corporation"), is undertaking a project (the "Project") which consists of (a) the acquisition of land and an existing building located at a site with the present address of 1800 -- 1810 West Fulton Street and (b) the rehabilitation and equipping of such building so that it will contain approximately 36,000 square feet of space for use as a brewhouse, packaging line and retail and consumption facility; and

WHEREAS, The Corporation has requested that the City issue its $2,500,000 Industrial Development Revenue Bonds, Series 1995 (Goose Island Beer Co. Project) (the "Bonds") in order to finance certain costs of the Project and the remaining costs of the Project will be financed with funds to be provided by the Corporation; and

WHEREAS, The Placement Agent, as hereinafter defined, has submitted to the City a proposed form of Placement Agreement (hereinafter defined) relating to the Bonds; and

WHEREAS, The City shall conduct a public hearing (the "Public Hearing") in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), at which hearing interested individuals will have the opportunity to express their views, both orally and in writing, on the issuance of the Bonds and the location and nature of the Project; and

WHEREAS, Pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), the City as a Constitutional home rule unit is allocated a certain amount of "volume cap" per calendar year; and

WHEREAS, The City wishes to authorize the Comptroller of the City (the "Comptroller") to allocate a portion of the City's unused volume cap for calendar year 1995 to the Bonds authorized hereby; and

WHEREAS, Such allocation of volume cap will permit the City to issue the Bonds for the Project on a tax-exempt basis; and

WHEREAS, Copies of a Placement Agreement, a Loan Agreement and an Indenture (as respectively defined hereafter) have been presented to and are before this meeting; now, therefore,

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

SECTION 1. The following words and terms as used in this ordinance shall have the following meanings unless the context clearly indicates another or different meaning or intent:

"Bank" shall mean First Bank National Association or any other bank owned directly or indirectly by First Bank System, Inc..

"Bonds" shall mean the Industrial Development Revenue Bonds (Goose Island Beer Co. Project) Series 1995, of the City in the aggregate principal amount of not to exceed $2,500,000, authorized to be issued pursuant to this ordinance and the Indenture.

"City" shall mean the City of Chicago, Cook County, Illinois.

"Corporation" shall mean Goose Island Beer Co., an Illinois corporation, and its successors and assigns.

"Indenture" shall mean the Trust Indenture relating to the Bonds, to be entered into by the City and the Trustee, as approved by this ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Letter of Credit" shall mean that certain Letter of Credit in an amount not less than the outstanding principal amount of the Bonds, to be issued by the Bank in favor of the Trustee and which meets the requirements of the Indenture.

"Loan Agreement" shall mean the Loan Agreement relating to the Bonds, by and between the City and the Corporation, as approved by this ordinance, as the same may be amended from time to time in accordance with its terms.

"Placement Agent" shall mean F.B.S. Investment Services, Inc., having its principal offices in Minneapolis, Minnesota, and such other entity or entities, if any, as shall be approved by the City Comptroller.

"Placement Agreement" shall mean the Placement Agreement to be entered into by the City, the Corporation and the Placement Agent, as approved by this ordinance, relating to the purchase of the Bonds.

"Project" is defined in the preambles to this ordinance.

"Trustee" shall mean First Trust National Association, and its successors in trust.

SECTION 2. The Issuance of the Bonds to fund certain costs of the Project is hereby determined to be in the public interest and in furtherance of the public purposes set forth in the preambles hereof.

SECTION 3. In order to provide funds to carry out the public purposes set forth in Section 2 hereof, the City does hereby authorize the issuance of bonds, to be designated "Industrial Development Revenue Bonds (Goose Island Beer Co. Project) Series 1995", in the aggregate principal amount of not to exceed $2,500,000. The Bonds shall bear interest payable monthly (or at such other time or times provided in the Indenture) at the rate of interest for the Initial Period (as defined in the Indenture) on the Bonds not to exceed six percent (6%) per annum (and subject to adjustment from time to time thereafter as provided in the Indenture, but never to a rate higher than the maximum rate as therein defined), with a final maturity not later than July 1, 2010. The Bonds shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture and shall be sold to the Placement Agent at a price of one hundred percent (100%) of the aggregate principal amount thereof plus accrued interest, if any. The Mayor or the City Comptroller are each hereby authorized to determine, subject to the foregoing limitations, the aggregate principal amount of the Bonds, the interest payment dates, the date of the Bonds, the interest rates, the maturity dates and the redemption and tender provisions and prices, and to make such changes, insertions and completions in the Bonds, the Placement Agreement, the Indenture, the Loan Agreement and other instruments and documents provided for herein as are necessary to reflect such determinations.

SECTION 4. The Bonds are the limited obligation of the City, payable solely as provided in the Indenture. The Bonds and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power, if any, of the City within the meaning of any constitutional or statutory provision of the State of Illinois. The City shall not be liable on the Bonds, nor shall the Bonds be payable out of any funds of the City other than those pledged therefor pursuant to the terms of the Indenture.

SECTION 5. The Bonds shall be executed on behalf of the City in the manner provided in the Indenture. The form of Bond shall conform to the requirements of the Indenture and shall be in such form as is approved by

the officers of the City signing the Indenture, the execution of said Indenture to constitute conclusive evidence of such approval. If any of the officers who shall have signed or sealed any of said 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 6. The Indenture and the Loan Agreement are hereby approved in substantially the forms presented to this meeting and filed in the official records of the City Clerk, and the Mayor or the City Comptroller is hereby authorized to execute, acknowledge and deliver the Indenture and the Loan Agreement on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such documents (subject to the limitations set forth in Section 3 hereof), their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized to affix to the Indenture and the Loan Agreement the corporate seal of the City.

SECTION 7. The Placement Agreement is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Mayor or Comptroller of the City, with the concurrence of the Chairman of the Finance Committee of the City, is hereby authorized to execute and deliver the Placement Agreement on behalf of the City with such changes, insertions and completions therein with respect to the aggregate principal amount, interest payment dates, interest rates, maturity and the purchase price of the Bonds (subject to the limitations set forth in Section 3 hereof) and other matters as shall be approved by such persons executing such document, such execution to constitute conclusive evidence of such approval, and the sale of the Bonds pursuant to the Placement Agreement is hereby authorized and approved.

SECTION 8. Distribution of a preliminary private placement memorandum and/or a final private placement memorandum relating to the Bonds is hereby authorized.

SECTION 9. The Series 1995 Bonds shall be secured by a Letter of Credit issued by the Bank.

SECTION 10. The appointment of First Trust National Association as the Trustee is hereby approved and F.B.S. Investment Services, Inc. is hereby designated as Remarketing Agent. The City shall have no obligation

or liability as principal of the Trustee or the Remarketing Agent for acts of the Trustee or the Remarketing Agent.

SECTION 11. The City hereby authorizes the Comptroller to allocate, effective on the date of issuance of the Bonds, $2,500,000 of its unused volume cap, for calendar year 1995 (the "Allocation") to the Bonds; provided, however, that if the Bonds are not issued on or prior to December 31, 1995 the Allocation shall not be made.

SECTION 12. The City's administrative fee with respect to the Project, as payable from the proceeds of the Bonds, is hereby appropriated in the amount of one-tenth of one percent (1/10 of 1%) of the original principal amount of such Bonds. Such fee shall be used by the Department of Planning and Development for administrative expenses and economic development activities.

SECTION 13. The Comptroller shall execute such agreements, certificates and other documents on behalf of the City as he deems necessary and desirable to evidence such Allocation, which may include a representation on behalf of the City that such Allocation of volume cap has not been used and is available for Allocation under the Internal Revenue Code.

SECTION 14. The Mayor, City Comptroller, City Clerk and Deputy City Clerk for and on behalf of the City are, and each of them hereby is, authorized to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance and the Indenture, the execution and delivery of the Bonds, the loaning of the proceeds of the Bonds to the Corporation and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance. The Mayor, City Comptroller, City Clerk and Deputy City Clerk are, and each of them hereby is, further authorized for and on behalf of the City, to execute all documents, certificates and other instruments that may be required under the terms of the Placement Agreement, the Loan Agreement or the Indenture or that may be required for the carrying out of the authority conferred by this ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights and purposes of the City under the Placement Agreement, the Loan Agreement and the Indenture and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 15. The Mayor and the City Comptroller may each designate in writing a deputy or other officer to act as their respective proxy and to affix their respective signature to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this ordinance may be signed on behalf of the Mayor or City Comptroller by such proxy. Such written designation, whether general or specific, shall be as provided by law, ordinance or other action of the City Council. When the

signature of the Mayor or City Comptroller is placed on an instrument, agreement, certificate or document by such authorized proxy, the same, in all respects, shall be as binding on the City as if signed by the Mayor or City Comptroller, as applicable, in person.

SECTION 16. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or an obligation of the City, the State of Illinois or any political subdivision thereof, within the purview of any constitutional limitation or statutory provision, or a charge against the general credit or taxing powers of any of them. No owner of the Bonds shall have the right to compel the taxing power of the City, the State of Illinois or any political subdivision thereof to pay any principal installment of, premium, if any, or interest on the Bonds.

SECTION 17. No covenant, stipulation, obligation or agreement herein contained or contained in the Indenture, the Loan Agreement or the Placement Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any member of the City Council, officer, agent or employee of the City in his or her individual capacity. Neither the members of the City Council nor any officer executing the Bonds shall be liable personally for the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 18. No recourse shall be had for the payment of the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Loan Agreement or the Placement Agreement against any past, present or future officer, member or employee of the City, or any officer, employee, director or trustee of any successor, either directly or through the City or any successor, under any rule or law in equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, employee, director or trustee is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture, the Loan Agreement or Placement Agreement and the issuance of the Bonds.

SECTION 19. If any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 20. To the extent that any statutes, or ordinances, resolutions or orders of the City, or parts thereof, are in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling.

SECTION 21. This ordinance shall be in full force and effect upon its passage and approval.

Loan Agreement, Trust Indenture, Placement Agreement and Remarketing Agreement referred to in this ordinance read as follows:

Loan Agreement

Among

City Of Chicago, Illinois

And

Goose Island Beer Company

Relating To

$2,500,000

City Of Chicago, Illinois

Industrial Development Revenue Bonds
(Goose Island Beer Company Project)
Series 1995.

Dated as of July 1, 1995.

This Loan Agreement is entered into as of July 1, 1995, among the City of Chicago (the "City"), a municipal corporation and home rule unit organized and existing under the laws of Illinois, whose post office address is _____, Chicago, Illinois 60602 and Goose Island Beer Co., an Illinois corporation ("Corporation") whose post office address is 1800 North Clybourn Avenue, Chicago, Illinois 60614.

Whereas, The City is authorized by Section 1, Article VII of the 1970 Constitution to legislate matters pertaining to its government and affairs, including providing financing for the acquisition, improvement, rehabilitation, remodeling and equipping of manufacturing projects located within the City for use by entities such as the Corporation; and

Whereas, The City is further authorized to issue its revenue bonds, payable solely and only from the revenues and receipts to be derived by the City from the Corporation, to provide funds to pay, in whole or in part, or to reimburse the Corporation for, the costs of acquiring, improving,

rehabilitating, remodeling and equipping such projects and related costs; and

Whereas, The City intends that the Bonds (as that term is hereinafter defined) shall be secured by a pledge of, and have a lien upon, the revenues and receipts derived pursuant to this Loan Agreement and the Promissory Note (as hereinafter defined); and

Whereas, Pursuant to, and in accordance with, the provisions of the Constitution and laws of the State of Illinois and a bond ordinance adopted by the City Council of the City on July ____, 1995 (the "Bond Ordinance"), the City has authorized and undertaken to issue $2,500,000 in aggregate principal amount of its Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995 (the "Bonds"), the proceeds of which will be used, together with other funds of the Corporation to (1) pay or reimburse the Corporation for the payment of the costs of acquiring, improving, rehabilitating, remodeling and equipping the Project (as hereinafter defined) and (2) pay certain expenses incurred in connection with the issuance of the Bonds, including the cost of credit enhancement; and

Whereas, The Corporation has agreed to make payments pursuant to this Loan Agreement and the Promissory Note sufficient in the aggregate to pay fully, when due, the principal of, premium, if any, and interest on the Bonds, the Purchase Price (as hereinafter defined) of Bonds tendered for purchase, and related expenses; and

Whereas, The Corporation has made the necessary arrangements for the acquisition, improvement, rehabilitation, remodeling and equipping of the Project which will be located in Chicago, Illinois, the financing of which by the City will constitute the financing of a manufacturing facility and fulfill the public purpose of increasing the tax base of the City and creating jobs and will be of benefit to the health and welfare of the City of Chicago and its residents; and

Whereas, The City and the Corporation are entering into this Loan Agreement in order to specify the terms and conditions of the financing of the acquisition, improvement, rehabilitation, remodeling and equipping of the Project, and the financing of the same by the City; and

Whereas, The City hereby finds and determines that the financing of the acquisition, improvement, rehabilitation, remodeling and equipping of the Project will be in the public interest and serve a public purpose; and

Whereas, The execution and delivery of the Indenture (as hereinafter defined), this Loan Agreement and the issuance of the Bonds have been in all respects duly and validly authorized by the Bond Ordinance; and

Whereas, As security for the repayment of the Loan (as hereinafter defined), the Corporation will deliver to the Trustee (as hereinafter defined) the Letter of Credit (as hereinafter defined) under which the Trustee will be entitled to draw, in accordance with the terms thereof and the Indenture, up to an amount sufficient to enable the Trustee to pay the principal amount of, the Purchase Price and accrued interest on the Bonds; and

Whereas, The City and the Corporation desire to enter into this Loan Agreement, pursuant to which the Corporation will issue the Promissory Note, in order to set forth the terms and conditions upon which the City will make the Loan;

Now, Therefore, In consideration of the premises and of the covenants and undertakings herein expressed, the parties hereto agree as follows:

Article I.

Definitions.

All terms used herein which are defined in the Indenture identified below shall have the meanings therein set forth, which definitions are by this reference incorporated herein and made a part of this Agreement. In addition to the terms elsewhere defined in this Agreement, the words "this Agreement" as used herein shall mean this Loan Agreement and the following terms used in this Agreement (including the preamble) shall have the following meanings unless the context indicates a different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined:

"Authorized Corporation's Representative" means John R. Hall or such other individual or individuals designated as such in writing by the Corporation. All consents, notices, representations, certificates, or other documentation required under this Agreement to be given by the Corporation may be given by the Authorized Corporation's Representative and shall be deemed to have been given for both Corporation, unless otherwise expressly provided.

"Completion Date" means the date of completion of the Project in accordance with the Plans, as set forth in a completion certificate delivered pursuant to Section 5.4 hereof.

"Corporation" means Goose Island Beer Co., an Illinois corporation, and its successors and assigns hereunder.

"Costs of the Project" means (a) obligations of the Corporation incurred, or reimbursement to the Corporation, for labor and to contractors, builders

and materialmen in connection with the acquisition, construction and installation of the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which is not paid by the contractor or contractors or otherwise provided for; (c) all costs of engineering services, including test borings, surveys, estimates, plans and specifications and preliminary investigations, and supervising construction, as well as for the performance of all other duties required by or consequent upon the proper construction of the Project; (d) Issuance Costs; (e) costs of equipping the Project; (f) all other costs which the Corporation shall be required to pay, under the terms of any contract or contracts, for the acquisition, construction and installation of the Project; (g) interest on the Series 1995 Bonds and property taxes during the construction component of the Project that may be capitalized under generally accepted accounting principles; (h) all other costs relating to the Project, including all such costs described in attached Exhibit B, to the extent that payment of such costs will not cause the interest on the Series 1995 Bonds to be included in gross income for federal income tax purposes; and (i) other costs of a nature comparable to those described in clauses (a) through (h) above which the Corporation shall be required to pay as a result of the damage, destruction, condemnation or taking of the Project or any portion thereof.

"Indenture" means the Trust Indenture dated as of July 1, 1995 between the City and First Trust National Association, as trustee, as the same may be amended or supplemented from time to time as permitted thereby.

"Issuance Costs" means items of expense payable or reimbursable directly or indirectly by the City or the Corporation and related to the authorization, sale and issuance of the Series 1995 Bonds and authorization and execution of this Agreement which items of expense shall include, but not be limited to, application fees and expenses, publication costs, printing costs, costs of reproducing documents, filing and recording fees, Bond Counsel and Bond Counsel fees, costs of credit ratings, initial fees of the Trustee, Placement Agent fees, charges for execution, transportation and safekeeping of the Series 1995 Bonds and related documents and other costs, charges and fees in connection with the foregoing, but exclusive of letter of credit fees.

"Land" means that certain parcel of land described on Exhibit F attached hereto.

"Loan" means the Loan made pursuant to Section 3.1 of this Agreement.

"Loan Repayments" means all amounts required to be paid by the Corporation to the City (and the Trustee as the assignee of the City) pursuant to the Promissory Note and Section 3.2 of this Agreement.

"Plans" means the Corporation's plans and specifications for the Project as the same may be revised from time to time in accordance with Section 5.2 hereof.

"Principal User" means a principal user of the Project as such term is used in Section 144(a) of the Code.

"Project" means the acquisition, construction and equipping of a manufacturing facility, all as more fully described in attached Exhibit D.

"Promissory Note" means the promissory note given by the Corporation pursuant to this Agreement, in the form of attached Exhibit C, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Requisition Certificate" means a certificate in the form of attached Exhibit E delivered pursuant to Section 5.1 hereof.

Article II.

Representations.

Section 2.1 Representations By The Corporation.

As an inducement to the City to issue the Series 1995 Bonds and to make the Loan to the Corporation, the Corporation makes the following representations, warranties and covenants:

(a) Corporation is a corporation duly organized, existing and in good standing under the laws of the State of Illinois and authorized to conduct business in the State and every other state in which the nature of its business requires such authorization.

(b) Except as heretofore disclosed, there are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the Corporation threatened, against or affecting the Corporation in any court or before any governmental authority or arbitration board or tribunal which, if determined adversely to the Corporation, would materially and adversely affect the transactions contemplated by the Agreement, the Pledge Agreement, the Promissory Note, the Reimbursement Agreement or the Indenture or which, in any way, would adversely affect the enforceability or validity of the Series 1995 Bonds, the Indenture, the Reimbursement Agreement, the Pledge Agreement, the Promissory Note or this Agreement or the ability of the Corporation to perform its obligations under this Agreement.

(c) The execution, delivery and performance of this Agreement, the Pledge Agreement, the Promissory Note and the Reimbursement Agreement and the compliance by the Corporation with all of the provisions hereof and thereof are within its powers, have been duly authorized, and are not in contravention of law or of the terms of the Corporation's Articles of Incorporation or bylaws, or any unwaived provision of any mortgage, deed, instrument or undertaking to which the Corporation is a party or by which it or its property is bound.

(d) This Agreement, the Pledge Agreement, the Promissory Note and the Reimbursement Agreement are valid, bonding and enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity.

(e) The Corporation (1) has obtained all licenses, permits and approvals necessary and obtainable as of the Issue Date for the ownership or conduct of its business, including the transactions contemplated by this Agreement, the Indenture, the Pledge Agreement, the Promissory Note and the Reimbursement Agreement, and (2) reasonably expects to be able to obtain all other licenses, permits and approvals necessary as of the Completion Date for the ownership or conduct of its business, including the transactions contemplated by this Agreement, the Indenture, the Pledge Agreement, the Promissory Note and the Reimbursement Agreement.

(f) The financing, acquisition and completion of the Project will help to relieve conditions of unemployment and encourage the increase of industry and commerce within the City of Chicago by providing employment and increasing the tax base thereon.

(g) The Corporation intends to cause that portion of the Project financed with proceeds of the Bonds to operate at all times during the term of this Agreement so as to qualify as a manufacturing facility within the meaning of the Code. The Corporation covenants to operate the Project as a manufacturing facility within the meaning of the Code, at all times during the term of this Loan Agreement until all of the Bonds have been paid in full and are no longer Outstanding (as defined in the Indenture). The description of the Project contained in this Loan Agreement is substantially the same (in all material respects) as the description contained in the Corporation's application to the City.

(h) The Project will be located within the territorial boundaries of the City of Chicago, Illinois and will be constructed in such manner as to conform with all applicable zoning, planning, building, environmental and other regulations of governmental authorities having jurisdiction of the Project; all necessary utilities are available to the Project; and the Corporation has obtained all requisite zoning, planning, building,

environmental and other permits necessary for the construction of and the use contemplated for the Project.

(i) None of the proceeds of the Series 1995 Bonds shall be applied to any costs of the acquisition or construction of the Project which were paid or incurred (within the meaning of Section 103 of the Code) prior to sixty (60) days before the inducement resolution adopted by the Illinois Development Finance Authority with respect to the Project on October 19, 1994. No person that is a Substantial User of the Project or a Related Person after the acquisition date was also a Substantial User of the Project before August 19, 1994 (sixty (60) days prior to the date of the inducement resolution).

(j) No bonds as described in Section 144(a)(2) of the Code have been issued by any state, political subdivision, district, public body, agency, authority, commission or instrumentality, the proceeds of which have been or will be used with respect to facilities located within the State, the Principal User of which is the Corporation or a Related Person as defined in Section 144(a)(3) of the Code or a Principal User of the Project or a Related person of such Principal User.

(k) The Project constitutes land or property of a character subject to the allowance for depreciation provided by the Code, and at least ninety-five percent (95%) of the net proceeds of the Series 1995 Bonds are being used to acquire property of such character and subject to such allowance.

(l) The amount of Issuance Costs financed from the proceeds of the sale of the Series 1995 Bonds shall not exceed two percent (2%) of the proceeds of the Series 1995 Bonds.

(m) The Corporation has heretofore supplied the City estimates of the Costs of the Project, the Completion Date and periods of usefulness of the Project. The Corporation hereby warrants that such estimates were made in good faith and are fair, reasonable and realistic.

(n) There are no other bonds described in Section 144(a) of the Code which have been issued, or are contemplated to be issued, pursuant to Section 144(a) of the Code (or its predecessor provision), for the benefit of the Corporation, any Principal User, or any Related Person to the Corporation or a Principal User and which (i) were or are to be sold at substantially the same time as the Series 1995 Bonds; (ii) were or are to be sold pursuant to a common plan of marketing as the marketing plan for the Series 1995 Bonds; (iii) were or are to be sold at substantially the same rate of interest as the interest rate on the Series 1995 Bonds; and (iv) are payable directly or indirectly by the Corporation or from the source from which the Series 1995 Bonds are payable.

(o) The information furnished by the Corporation and used by the City in preparing the Form 8038, Information Return for Private Activity Bond

Issues, which will be filed by or on behalf of the City with the Internal Revenue Service in Philadelphia, Pennsylvania pursuant to Section 149(e) of the Code, was true and complete as of the date of completion of said Form 8038.

(p) The average maturity of the Series 1995 Bonds does not exceed one hundred twenty percent (120%) of the average reasonably expected economic life of the components compromising the Project, as determined pursuant to Section 147(b) of the Code.

(q) No more than twenty-five percent (25%) of the net proceeds of the Series 1995 Bonds will be used to provide a facility, the primary purpose of which is retail food and beverage services, automobile sales or service, or the provision of recreation or entertainment. No portion of the net proceeds of the Series 1995 Bonds will be used to provide any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboarding and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, racetrack, airplane, skybox or other private luxury box, health club facility primarily used for gambling, store the principal business of which is the sale of alcoholic beverages for off premises consumption or residential real property for family units.

(r) Less than twenty-five percent (25%)of the net proceeds of the Series 1995 Bonds will be used to acquire land. No portion of the proceeds of the Series 1995 Bonds will be used to acquire land (or an interest therein) to be used for farming purposes.

(s) No portion of the net proceeds of the Series 1995 Bonds will be used for the acquisition of any real or personal property (or an interest therein) unless the first use of such property is pursuant to such acquisition, except that an amount not in excess of $385,000 of the proceeds of the Series 1995 Bonds may be used to reimburse the Corporation for the costs of acquiring the Land, and the buildings on the Land, if such costs are otherwise permitted to be paid hereunder, but only if an amount not less than fifteen percent (15%) of the costs of acquisition of the buildings on the Land is applied to "rehabilitation expenditures" with respect to such buildings within the meaning of Section 147(d)(3) of the Code.

(t) The sum of the authorized face amount of the Series 1995 Bonds allocable to each test-period beneficiary (as defined in Section 144(a)(10)(D) of the Code) plus the respective aggregate face amount of all tax-exempt facility related bonds presently outstanding which are allocable to each such tax-exempt facility related bonds presently outstanding which are allocable to each such test-period beneficiary does not exceed $40,000,000.

(u) The Project does not consist of a portion of a single building, enclosed shopping mall or strip of offices, stores or warehouses using substantial

common facilities with any other portion or portions of such property (of which the Project is a part) and where any such other portions are or will be financed with qualified bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103(a) of the Code.

(v) The payment of principal or interest with respect to the Series 1995 Bonds is not guaranteed in whole or in part by the United States or any agency or instrumentality thereof. The Series 1995 Bonds are not issued as part of an issue, a significant portion of the proceeds of which are to be used in making loans the payment of principal or interest with respect to which are to be guaranteed in whole or in part by the United States or any agency or instrumentality thereof, or invested directly or indirectly in federally insured deposits or accounts. The payment of principal or interest on the Series 1995 Bonds is not otherwise indirectly guaranteed in whole or in part by the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

(w) The Corporation will comply with the provisions of Section 148 of the Code.

(x) The Corporation will not make any payments, or agreements to pay, to any party other than the United States an amount that is required to be paid to the United States under the rebate requirements under Section 148(f) of the Code by entering into any transaction that reduces the amount required to be paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on the Series 1995 Bonds not been relevant to either party. The Corporation will not acquire with Series 1995 Bond proceeds any certificate of deposit, investment contract, or any other type of investment that does not comply with the provisions of the Code.

(y) No event has occurred and no condition exists with respect to the Corporation that would constitute an "Event of Default" under this Agreement or that, with the lapse of time or the giving of notice or both, would become an "Event of Default" under this Agreement.

(z) At least ninety-five percent (95%) of the net proceeds of the Series 1995 Bonds will be used to finance a "manufacturing facility" within the meaning of Section 144(a)(12)(C) of the Code, and no more than twenty-five percent (25%) of the net proceeds of the Series 1995 Bonds will be used to finance facilities that are "directly related and ancillary" thereto within the meaning of Section 144(a)(12)(C) of the Code. For this purpose, the term "manufacturing facility" means any facility which is used in the manufacturing or production of tangible personal property (including the processing resulting in a change in the condition of such property). Manufacturing facilities do not include an office unless such office is located on the premises of the manufacturing facility and not more than a

de minimis five percent (5%) portion of the functions to be performed at such office is not directly related to the day-to-day operations at such facility. Manufacturing facilities do not include storage facilities for raw materials, work in process, or finished goods or other materials unless such storage facilities are located on the premises of the manufacturing facility and are directly related to a manufacturing activity conducted at such facility as opposed to a warehousing, distributing, wholesaling, retailing or other non-manufacturing activity.

(aa) No proceeds of the Series 1995 Bonds will be allocated to the reimbursement of an expenditure for costs of the Project unless such reimbursement allocation is made not later than eighteen (18) months after the later of:

(i) the date the original expenditure is paid; or

(ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid.

(bb) During the term of this Loan Agreement, the Corporation will pay directly to the City an amount sufficient in the aggregate to reimburse the City for all expenses reasonably incurred by the City hereunder at the request of the Corporation in connection with the financing of the Project, to the extent such expenses are not paid out of Bond proceeds.

(cc) No member of the City or officer, agent or employee thereof is, in his or her own name or in the name of a nominee, an officer, director or holder of an ownership interest of more than seven and one half percent (7½%) in any person, association, trust, corporation, partnership or other entity which is, in its own name or in the name of a nominee, a party to any contract or agreement related to the transactions contemplated by the Bond Ordinance, this Loan Agreement and the Indenture.

(dd) No member of the City or officer, agent or employee thereof is, in his or her own name or in the name of a nominee, a holder of any direct or indirect interest (other than a prohibited interest described in paragraph (ii) above) in any contract or agreement related to the transactions contemplated by, the Bond Ordinance or the documents executed by the City.

Section 2.2 Representation Of The City.

The City makes the following representations and warranties:

(a) The City is a duly constituted and existing municipality and home rule unit 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 government and affairs, including issuance of the Bonds and the making of the Loan.

(b) This Agreement is valid, binding and enforceable against the City in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other laws affecting the enforcement of creditors' rights generally principles of equity.

(c) There are no actions, suits, proceedings, inquiries or investigations pending, or, to the knowledge of the City, threatened against the City in any court or before any governmental authority or arbitration board or tribunal which, in any way, would materially and adversely affect the validity or enforceability of the Bonds, the Bond Ordinance, the Indenture, the Placement Agreement, the Nonarbitrage Certificate, the Promissory Note or this Loan Agreement or the performance by the City of its obligations hereunder or thereunder.

(d) The issuance and sale of the Bonds and the execution and delivery by the City of the Indenture, the Placement Agreement, the Nonarbitrage Certificate and this Loan Agreement, and the performance by the City of its obligations hereunder and thereunder (i) are within the purposes, power and authority of the City, (ii) comply with the Constitution and laws of the State, (iii) are legal, valid and binding obligations of the City and will not conflict with or constitute on the part of the City a violation of or a breach of or default under, or (other than as contemplated by the Indenture and this Loan Agreement) result in the creation of any lien or encumbrance upon any property of the City under the provisions of, any indenture, mortgage, loan agreement, deed of trust, note agreement or other agreement or instrument to which the City is a party or by which the City or any of its properties is bound, or any license, judgment, decree, law, statute, order, rule or governmental agency or body of the State having jurisdiction over the City or any of its activities or properties and (iv) have been duly authorized by all necessary action on the part of the City.

(e) All authorizations, consents, approvals, findings and certifications, if any, of governmental bodies or agencies required to be obtained by the City have been obtained with respect to: (i) the execution and delivery by the City of the Bonds, the Indenture, the Placement Agreement, the Nonarbitrage Certificate and this Loan Agreement; (ii) the issuance, sale and delivery of the Bonds; and (iii) the performance by the City of its obligations as of the Issue Date under the Indenture, the Bond Ordinance, the Placement Agreement, this Loan Agreement, the Nonarbitrage Certificate and the Bonds; provided, however, that no representation or warranty is made with respect to the compliance by the City with any applicable federal or state securities laws. None of the authorizations, consents, approvals, findings and certifications referred to in this

subparagraph (e) have been modified or rescinded and each is in full force and effect as of the date hereof.

Section 2.3 No Recourse Against The City.

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

Section 2.4 Public Purpose.

The City is hereby entering into this Agreement in order to finance the Costs of the Project and thereby further the public interest, serve a public purpose by providing increased employment opportunities and benefit the health and general welfare of residents of Chicago, Illinois.

Article III.

Loan And Repayment.

Section 3.1 Amount And Evidence Of Loan.

Concurrently with the issuance and delivery of the Series 1995 Bonds, the City shall make and the Corporation shall receive the Loan in the principal sum of $2,500,000, the proceeds of which shall be used to make the required deposit to the Construction Fund for payment of the Costs of the Project to be disbursed in accordance with Section 5.1 hereof. The Loan shall be evidenced by the Promissory Note.

Section 3.2 Loan Repayment.

On or before each date on which a payment of principal, premium, if any, or interest is due on the bonds, whether by acceleration, mandatory redemption or otherwise, and until the principal of, premium, if any, and

interest on the Bonds shall have been fully paid or provided for as set forth in Article V of the Indenture, the Corporation shall pay, or cause to be paid, to the Trustee, in immediately available funds for deposit in the Bond Fund, the Loan Repayments, including the amounts payable as principal of, premium, if any, and interest due on the Bonds on such date, less any Eligible Funds held by the Trustee in the Bond Fund and required to be applied to the payment of such principal, premium, if any, and interest on such date.

Notwithstanding any provision in this Section 3.2 to the contrary and except to the extent otherwise required by the Reimbursement Agreement among the Bank and the Corporation, if the Letter of Credit is outstanding and drawings may be made thereunder for the purpose of making payments with respect to the principal of, premium, if any, and interest due on the Bonds which are required to be made pursuant to this Section 3.2, such payments shall be made on such dates on behalf of the Corporation by the Trustee with funds drawn by the Trustee under the Letter of Credit pursuant to clause (i) of Section 309(a) of the Indenture, and no additional payments shall be due or paid by the Corporation hereunder with respect to the payment of principal of, premium, if any, or interest on such Bonds to the extent that funds are so drawn on the Letter of Credit and applied by the Trustee for such payment on such date.

Section 3.3 Mandatory And Optional Prepayments Of The Promissory Note.

The Corporation shall have the option to prepay the Promissory Note in whole or in part in increments of principal of $100,000 during the Variable Rate Period or $5,000 during the Fixed Rate Period and direct the redemption of the corresponding amount of Series 1995 Bonds then outstanding on such dates and pursuant to the provisions and limitations, and upon payment of any required premium, set forth in Section 217(a) of the Indenture.

The Corporation shall be obligated to prepay the Promissory Note at such times in order to enable the Trustee to redeem all or a portion of the Series 1995 Bonds as required in Sections 217(b), (c) and (d) of the Indenture.

In the event the Corporation repays or prepays Loan Repayments and other amounts owing to the Trustee under this Agreement and the Indenture and to the Bank under the Reimbursement Agreement in such a manner so as to permit the Security to be released from the lien of the Indenture in accordance with Article V of the Indenture, then the Loan shall be deemed fully repaid and this Agreement and the Promissory Note shall be canceled on the date on which the Security is so released. To confirm such cancellation, the Corporation shall have the right to require the Trustee to cancel the Promissory Note and execute any further reasonable evidence of cancellation on the date the Security is so released.

In the event of any optional prepayment of the Promissory Note, on or before the date set for redemption of the Series 1995 Bonds to be redeemed in connection therewith, the Corporation shall deposit, or cause to be deposited from a draw on the Letter of Credit, in the Bond Fund with the Trustee immediately available Eligible Funds which, when added to Eligible Funds on hand with the Trustee, are sufficient to pay the principal of, premium, if any, and interest on the Series 1995 Bonds and to pay all fees, costs, and expenses of the City and Trustee specified in Section 3.5, 3.6, 6.4, 8.6 and 10.4 accruing through the date set for redemption of Series 1995 Bonds (provided that no moneys derived from a draw on the Letter of Credit shall be used to pay such fees, costs and expenses of the City or the Trustee).

Section 3.4 Additional Payment Obligations Of The Corporation.

The Corporation agrees to pay, or cause to be paid, to the Trustee, for deposit in the Bond Purchase Fund, on or before each Optional Tender Date and on the Conversion Date and on each Mandatory Purchase Date, an amount sufficient, together with any moneys then held by the Trustee in the Bond Purchase Fund and available for such purpose under Section 403 of the Indenture, to enable the Trustee to pay the Purchase Price of all Bonds to be purchased on such date pursuant to Section 205 of the Indenture at the price specified therein; provided, however, that if the Letter of Credit is outstanding and drawings may be made thereunder for such purpose, payments with respect to the Purchase Price of the Bonds on such date which are required to be made by the Corporation under this Section 3.4 shall be made on behalf of the Corporation by the Trustee with funds drawn by the Trustee under the Letter of Credit pursuant to clause (ii) of Section 309(a) of the Indenture, and no additional payments shall be due or paid by the Corporation hereunder with respect to the Purchase Price of such Bonds to the extent that funds are so drawn under the Letter of Credit and applied by the Trustee to payment of the Purchase Price of Bonds purchased on such date. Anything herein to the contrary notwithstanding, if on any Optional Tender Date or Mandatory Purchase Date or on the Conversion Date the amount theretofore paid by or on behalf of the Corporation hereunder together with the amount theretofore drawn under the Letter of Credit is, for any reason, insufficient to pay the Purchase Price of the Bonds being tendered on such date as provided in the Indenture, the Corporation hereby agrees to immediately pay an amount equal to such deficiency to the Trustee at its corporate trust office in lawful money of the United States of America and such payment shall be made at such times as are necessary so that sufficient funds will be available at such times as are necessary to pay the Purchase Price of the Bonds tendered under the Indenture at the times and in the manner contemplated by the Indenture.

Section 3.5 Payment Of City Expenses.

On the Issue Date, the Corporation shall pay to the City an administrative fee with respect to the Project in the amount of one tenth of one percent (.1%)

of the original principal amount of such Bonds. By the Bond Ordinance, the City has appropriated such fee to the Department of Planning and Development for administrative expenses and other economic development activities. In addition, the Corporation shall pay, within ten (10) days of demand therefor, the reasonable expenses of the City related to the Project and incurred by the City in performing or enforcing the provisions of this Agreement or the Indenture.

Section 3.6 Administrative Expenses.

The Corporation shall pay, or cause to be paid, an amount equal to (i) the reasonable fees and charges of the Trustee for services rendered as Trustee under the Indenture and its reasonable expenses incurred as Trustee under the Indenture, as and when the same become due, including the reasonable fees of its Counsel and (ii) the reasonable fees and charges of the Remarketing Agent for acting as Remarketing Agent under the Indenture, as and when the same become due, including the reasonable fees of its Counsel.

Section 3.7 Letter Of Credit: Alternate Letter Of Credit.

(a) The Corporation shall cause the Original Letter of Credit to be delivered to the Trustee on or before the issue Date. The Original Letter of Credit shall terminate no earlier than the earliest of (i) payment in full by the Bank of funds authorized to be drawn thereunder pursuant to a Final Draft (as therein defined), (ii) the surrender of the Letter of Credit by the Trustee to the Bank for cancellation as a result of (A) the payment in full of the Series 1995 Bonds pursuant to the provisions of the Indenture, or (B) the acceptance by the Trustee of an Alternate Letter of Credit, as certified by the Trustee to the Bank, (iii) 5:00 P.M., Chicago, Illinois time, on July 15, 1998, (iv) the fifth day following the Conversion Date, or (v) the fifteenth calendar day following delivery to the Trustee of a direction by the Bank under Section 602 of the Indenture to declare the Bonds due and payable which has not been rescinded.

(b) (1) The Corporation shall have the right at any time and from time to time (but is not obligated) during the Variable Rate Period to arrange for the renewal, reissuance or extension of any Letter of Credit. Any renewal, reissuance or extension shall be for a period of at least one (1) year and shall expire on July 15. Any extension or renewal of the Letter of Credit during the Variable Rate Period shall not be required to be accompanied by the documentation required for an Alternate Letter of Credit as described in Section 3.7(b)(2) below.

(2) At any time during the Variable Rate Period upon at least forty-five (45) days prior written notice to the Trustee, the Corporation may, at its option, so long as it has not delivered a Conversion Notice pursuant to

Section 204(a) of the Indenture, provide for delivery of an Alternate Letter of Credit which shall be effective on the date such Alternate Letter of Credit is accepted by the Trustee in accordance herewith. Any Alternate Letter of Credit shall be issued by a commercial bank, federal savings bank or savings and loan association organized under the laws of the United States or any state of the United States or the District of Columbia or a branch or agency of a foreign commercial bank located in the United States and subject to regulation by state or federal banking regulatory authorities and shall have the same terms as, and shall be in substantially the form of, the Original Letter of Credit, except that such Alternate Letter of Credit shall be for a period of at least one year and shall expire on a July 15. On or before the date of delivery of any Alternate Letter of Credit to the Trustee, as a condition of acceptance of any Alternate Letter of Credit by the Trustee, the Corporation shall furnish to the Trustee (i) an opinion of Bond Counsel stating that the delivery of such Alternate Letter of Credit is authorized under and complies with this Section 3.7 and that the delivery of the Alternate letter of Credit will not in itself result in the loss or exclusion of the interest on the Series 1995 Bonds from gross income for federal income tax purposes, and (ii) an opinion of Counsel stating that the Alternate Letter of Credit is a binding and enforceable obligation of the issuer thereof (except as enforceability may be limited by (A) bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally in the event of a bankruptcy or insolvency of the issuer of such Alternate Letter of Credit and (B) the availability of equitable remedies, including specific performance and injunctive relief), that payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code and that the issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a branch or agency of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities. In the case of an Alternate Letter of Credit issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of Counsel satisfactory to the Trustee and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Alternate Letter of Credit is the legal, valid and binding obligation of such bank enforceable in accordance with its terms.

(3) Upon receipt of such documentation, the Trustee shall accept such Alternate Letter of Credit, surrender the previous Letter of Credit, and shall give notice thereof, all as set forth in Section 309 of the Indenture.

(c) (1) On the Business Day immediately preceding the Conversion Date, the Corporation shall cause to be delivered to the Trustee (A) an amendment to the Letter of Credit or an Alternate Letter of Credit, which Letter of Credit, as amended, or Alternate Letter of Credit, as the case may be, (i) shall have the same terms as, and shall be in substantially the form of, the Original Letter of Credit, except that it shall provide for the payment of the outstanding principal, any redemption premium and up to two hundred ten

(210) days' interest (based on a three hundred sixty (360) day year) payable with respect to the Series 1995 Bonds after the Conversion Date, (ii) shall be effective on the Conversion Date, (iii) shall be for a period of at least three (3) years after the Conversion Date or the remaining term of the Series 1995 Bonds, whichever is less, and (iv) shall expire on a July 15, (B) an opinion of Bond Counsel stating that the delivery of the amendment to the Letter of Credit then in effect or Alternate Letter of Credit, as the case may be, is authorized under and complies with this Section 3.7(c) and that the delivery of the Alternate Letter of Credit will not in itself result in the loss or exclusion of the interest on the Series 1995 Bonds from gross income for federal income tax purposes, (C) an opinion of Counsel stating that (i) the Letter of Credit as amended or the Alternate Letter of Credit, as the case may be, is a binding and enforceable obligation of the issuer thereof (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws effecting creditors' rights generally and the availability of equitable remedies, including specific performance and injunctive relief), (ii) payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code in the event of a bankruptcy proceeding by or against the City or the Corporation, and (iii) the issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a branch or agency of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities, and (D) evidence that the issuer of the Letter of Credit, as amended, or Alternate Letter of Credit, as the case may be, is rated by a Rating Agency at least equal to the greater of (i) the rating of the issuer of the then existing Letter of Credit or (ii) "A". In the case of a Letter of Credit or an Alternate Letter of Credit, as the case may be, issued by a branch or agency of a foreign commercial bank, there shall also be delivered an opinion of counsel satisfactory to the Trustee and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Letter of Credit, as amended, or Alternate Letter of Credit, as the case may be, is the legal, valid and binding obligation of such bank enforceable in accordance with its terms.

(2) The Corporation shall have the right (but is not obligated) after the Conversion Date to arrange for the renewal, reissuance or extension of any Letter of Credit. Any renewal, reissuance or extension shall be for a period of at least five (5) years or the remaining term of the Series 1995 Bonds, whichever is less, and shall expire on July 15. Any extension or renewal of the Letter of Credit during the Fixed Rate Period shall not be required to be accompanied by the documentation required for an Alternate Letter of Credit as described in Section 3.7(c)(3).

(3) At any time after the Conversion Date upon at least forty-five (45) days prior written notice to the Trustee, the Corporation may, at its option, provide for delivery of an Alternate Letter of Credit which shall be effective on the date such Alternate Letter of Credit is accepted by the Trustee in

accordance herewith. Any Alternate Letter of Credit shall be issued by a commercial bank, federal savings bank or savings and loan association organized under the laws of the United States or any state of the United States or the District of Columbia or a branch or agency of a foreign commercial bank located in the United States and subject to regulation by state or federal banking regulatory authorities and shall have the same terms as and shall be in substantially the form of, the amended Letter of Credit or Alternate Letter of Credit, as the case may be, delivered pursuant to Section 3.7(c)(1) except that such Alternate Letter of Credit shall be for a period of at least three (3) years or the remaining term of the Series 1995 Bonds, whichever is less, and shall expire on a July 15. On or before the date of delivery of any Alternate Letter of Credit to the Trustee, as a condition of acceptance of any Alternate Letter of Credit by the Trustee, the Corporation shall furnish to the Trustee (A) an opinion of Bond Counsel stating that the delivery of the amendment to the Letter of Credit then in effect or Alternate Letter of Credit, as the case may be, is authorized under and complies with this Section 3.7(c) and that the delivery of the Alternate Letter of Credit will not in itself result in the loss or exclusion of the interest on the Series 1995 Bonds from gross income for federal income tax purposes, (B) an opinion of Counsel stating that (i) the Alternate Letter of Credit is a binding and enforceable obligation of the issuer thereof (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally in the event of a bankruptcy or insolvency of the issuer of such Alternate Letter of Credit and the availability of equitable remedies, including specific performance and injunctive relief), (ii) payments thereunder will not constitute a voidable preference under the United States Bankruptcy Code in the event of a bankruptcy proceeding by or against the City or the Corporation and (iii) the issuer thereof is a commercial bank, federal savings bank or savings and loan association organized and doing business in the United States or is a branch or agency of a foreign commercial bank located and doing business in the United States and subject to regulation by state or federal banking regulatory authorities, and (C) evidence that the issuer of the Alternate Letter of Credit is rated by a Rating Agency at least equal to the greater of (i) the rating of the issuer of the then existing Letter of Credit or (ii) "A". In the case of an Alternate Letter of Credit issued by a branch or agency of a foreign commercial bank there shall also be delivered an opinion of counsel satisfactory to the Trustee and licensed to practice law in the jurisdiction in which the head office of such bank is located, to the effect that the Alternate Letter of Credit is the legal, valid and binding obligation of such bank enforceable in accordance with its terms.

Section 3.8 Credit For Bonds Surrendered.

The Corporation shall have the right to surrender Bonds, other than Bonds pledged to the Bank pursuant to the Pledge Agreement, acquired by it to the Trustee. Bonds so surrendered shall be forthwith canceled and the principal amount thereof shall be applied as credits with respect to the Loan

Repayments due and payable on the respective maturity dates on such Bonds. The Trustee shall provide the Bank with a certificate for the reduction of the amounts available to be drawn under the Letter of Credit as a result of such payments in accordance with the terms of the Letter of Credit.

Article IV.

No Security Interest In Project.

The City shall have no rights to or any interest in the Project, which shall be the sole and exclusive property of the Corporation. However, the Corporation agrees that, subject to reasonable security and safety regulations, the City and the Trustee shall have the right at all reasonable times to enter upon the site of the Project in order to determine that it conforms with the requirements of this Agreement.

Article V.

Construction Of The Project.

Section 5.1 Disbursements From The Construction Fund.

Moneys in the Construction Fund shall be used for payment of the Costs of the Project and for the other purposes set forth in this Agreement, but for no other purposes. The Trustee shall not be obligated to make any disbursement to the Corporation out of the Construction Fund upon the occurrence and during the continuance of an Event of Default under Section 10.1 hereof and the Bank need not consent to any disbursement if there is then an Event of Default under the Reimbursement Agreement.

Each of the payments to be made for Costs of the Project as herein provided shall be made only upon delivery to the Trustee of a Requisition Certificate signed by the Authorized Corporation's Representative and approved in writing by the Bank. The Bank shall not be obligated to approve any disbursement from the Construction Fund unless the Corporation has satisfied the terms and conditions for each disbursement described in the [Construction Loan Agreement dated as of July 1, 1995 between the Corporation and the Bank (the "Construction Loan Agreement")]. The Corporation shall deliver or cause to be delivered to the Trustee and the Bank (i) if requested, waivers of lien and/or architects' certifications satisfactory in form and substance to the Bank, (ii) an itemization of Costs of the Project in sufficient detail to evidence the

incurring of the costs thereof, and (iii) such other documentation as the Trustee and the Bank may reasonably request.

Section 5.2 Obligation Of The Corporation To Complete The Project And To Pay Costs In Event Construction Fund Insufficient.

The Corporation hereby agrees to substantially complete the Project on or before July 1, 1996 or such other date acceptable to the Bank substantially in accordance with the Plans. If requested, the Corporation shall make available to the City, the Bank and the Trustee copies of the Plans and such other information concerning the Project as any of them may reasonably request. The Corporation may revise the Plans, provided, however, that the Project shall not be materially altered in scope, character, value or operation without the prior written consent of the Bank, and provided further, that the expenditure of moneys for the Project as modified will not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. Upon the reasonable request of the City, the Bank or the Trustee, the Corporation shall provide the City, the Bank and the Trustee with all revisions of the Plans and opinions of professional engineers, architects and Counsel, satisfactory to the City, the Bank and the Trustee, as to the conformity of such revisions with the requirements of this Section 5.2.

In the event the moneys in the Construction Fund are insufficient to complete the Project and to pay all costs, fees and expenses in connection therewith, the Corporation nevertheless agrees to substantially complete the Project on or before the date and in the manner specified above, and promptly to pay all such costs, fees and expenses. The City does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund will be sufficient to pay the entire amount of such costs, fees and expenses of the Project. The Corporation shall not be entitled to any reimbursement from the City or the Trustee, on account of its payment of any such excess costs, fees and expenses, nor shall it be entitled to any diminution in or postponement of any payment required hereunder or under the Promissory Note.

Section 5.3 Investment Of Construction Fund, Bond Fund And Bond Purchase Fund Moneys.

Any moneys held in the Construction Fund, Bond Fund or Bond Purchase Fund shall, pending disbursement and upon written request of the Corporation or upon oral or facsimile request of the Corporation later confirmed in writing, be invested only in Permitted Investments in accordance with the provisions of Section 406 of the Indenture, all at such maturities, rates of interest and other specifications as the Corporation may indicate in its request to the Trustee. The investments shall mature not later than the respective dates estimated by the Corporation when the moneys in such Funds shall be needed for the purposes provided in this

Agreement and the Indenture, but should the cash balance in a Fund be insufficient for such purpose, the Trustee is authorized to sell the necessary portion of such investments to meet that purpose. Recognizing that such investments shall be made at the written direction of the Corporation, the City agrees to cooperate with the Corporation and the Corporation covenants that it will restrict the use of the proceeds of the Bonds (and any other funds or moneys which may be deemed to be proceeds of the Bonds pursuant to Section 148(a) of the Code), in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that the Bonds will not constitute "arbitrage bonds" under Section 148(a) of the Code.

Section 5.4 Certificate As To Completion.

Upon the completion of the acquisition, construction and installation of the Project and prior to the final requisition of funds from the Construction Fund, the Corporation shall submit to the Trustee and the Bank a completion certificate signed by the Corporation substantially in the form of attached Exhibit A. All Bond proceeds remaining in the Construction Fund after the Completion Date shall be treated as Surplus Bond Proceeds and transferred to the Bond Fund to be applied by the Trustee in the manner provided in Section 11.1 hereof.

Article VI.

Use Of Project, Maintenance, Taxes And Insurance.

Section 6.1 Use, Maintenance And Modifications Of Project By Corporation.

The Corporation shall own the real property, building and equipment comprising the Project and shall use such facility during the term of this Agreement principally for manufacturing purposes. The Corporation does not know of any reason why the Project will not be so used and occupied as described above in the absence of supervening circumstances not now anticipated by them or beyond their control. Notwithstanding the foregoing, the Corporation shall have the right to use the Project during the term of this Agreement for any lawful purpose that will not affect the validity of the Bonds or impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. The failure of the Corporation to use, lease for use, or occupy the Project for its intended purposes shall not in any way abate or reduce the obligation of the Corporation to repay the Loan under the provisions of this Agreement, and shall not be deemed a default under this Agreement in any respect as long as such alternative use is caused by

supervening circumstances not now anticipated and does not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes.

The Corporation agrees that it will keep the Project in good repair and good operating condition, ordinary wear and tear excepted, at its own cost.

The Corporation may remodel the Project or make additions, modifications and improvements to the Project from time to time as the Corporation, in its discretion, may deem to be desirable, the cost of which shall be paid by the Corporation and the same (except any machinery, equipment or furniture installed under Section 9.3 hereof) shall become part of the Project, provided, however, that such additions, modifications and improvements do not materially and adversely alter the scope, character, value or operation of the Project without the prior written consent of the City and the Bank, do not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Trustee or the Bank may request opinions of professional engineers, architects and Counsel, satisfactory to the Trustee and the Bank, as to the satisfaction of the requirements set forth in this paragraph.

Section 6.2 Taxes, Other Governmental Charges And Utility Charges.

Subject to the provisions of the next succeeding paragraph, the Corporation shall pay before any interest, collection fees or penalties shall accrue, every lawful cost, expense and obligation of every kind and nature, foreseen or unforeseen, for the payment of which the Corporation is or shall become liable by reason of its estate or interest in the Project or any portion thereof, by reason of any right or interest of the Corporation in or under this Agreement, or by reason of or in any manner connected with or arising out of the possession, operation, maintenance, alteration, repair, rebuilding, use or occupancy of the Project or any portion thereof, including, without limitation, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any machinery, equipment or other property installed or brought by the Corporation therein or thereon (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the receipts, income or profits of the City from the Project and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project); provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Corporation shall be obligated to pay only such installments as they become due.

The Corporation may, at its expense and in its own name, in good faith contest any such taxes, assessments and other charges as provided in the Reimbursement Agreement.

The Corporation shall furnish to the City promptly, upon request, proof of the payment of any such tax, assessment or other governmental or similar charge, or any other charge which is payable by the Corporation as set forth above.

Section 6.3 Insurance.

The Corporation shall from the date hereof continuously insure the Project or cause the Project to be insured against such risks as are customarily insured against by businesses of like size and character. Prior to the Completion Date, the Corporation shall carry or cause contractors to carry builders' risk insurance in an amount equal to or exceeding the full insurable value of the Project from time to time. After the Completion Date, the Corporation shall carry and maintain hazard insurance in an amount not less than the outstanding principal amount of the Bonds. Any hazard insurance policy (including builders' risk coverage) shall name the Bank as an additional insured or mortgagee and shall contain a standard mortgagee loss payable endorsement in favor of the Bank. So long as no Event of Default has occurred and is continuing, all claims on any hazard insurance policy may be adjusted by the Corporation with the insurers and all insurance proceeds for loss or damage to the Project shall be payable to the Bank for application as provided in Article VII of this Agreement. In addition to the foregoing, the Corporation shall maintain insurance policies as required by the Bank pursuant to the Reimbursement Agreement or any mortgage or security agreement securing the obligations of the Corporation under the Reimbursement Agreement.

Section 6.4 Advances.

In the event that the Corporation shall fail to pay any of the charges required to be paid under Section 6.2 hereof when due, to maintain the insurance coverage required by Section 6.3 hereof or to keep the Project in good repair and operating condition as required by Section 6.1 hereof, the City, the Trustee or the Bank may, but shall be under no obligation to, pay such charges, take out such policies of insurance, or make such repairs or replacements as are necessary and provide for payment thereof; and all such amounts so advanced therefor shall become an additional obligation of the Corporation to the one making the advancement together with interest thereon from the date of advancement until paid, in the case of amounts advanced by the City or the Trustee, at the per annum rate of interest equal to the rate of interest publicly announced from time to time by the bank serving as Trustee as its "prime rate" plus three percent (3%) (but in no event in excess of the highest rate of interest permitted by law), and in the case of amounts advanced by the Bank, at the rate specified in the Reimbursement Agreement.

Article VII.

Damage, Destruction And Condemnation.

In the event (i) the Project is destroyed or sustains damage or (ii) title to or temporary use of all or substantially all of the Project is taken in condemnation or by the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, the Corporation shall promptly give written notice thereof to the City, the Bank and the Trustee. The net proceeds of the title insurance and casualty and property insurance carried with respect to the Project or the net proceeds resulting from condemnation or eminent domain proceedings shall be paid to the Bank and subject to the provisions of the Mortgage (as defined in the Reimbursement Agreement). In case of any loss involving loss to the Project when the next succeeding sentence is not applicable, the Corporation shall make or cause to be made the necessary repairs to or replacements of the Project and any proceeds of insurance maintained by the Corporation shall be paid to the Corporation as reimbursement for the costs of such repairs or replacements. In the event of actual or constructive loss of any portion of the Project in excess of $250,000, the Bank shall notify the Trustee whether such insurance or condemnation proceeds will be permitted to be used to restore the Project as hereinafter provided or used to prepay the Loan and cause the Series 1995 Bonds to be paid or redeemed to the extent of the available insurance or condemnation proceeds. If the Corporation requests that the insurance proceeds be used to repair or restore the Project and delivers to the Bank a certificate setting forth the estimate of the costs of restoration and evidence satisfactory to the Bank that there are sufficient funds to restore the Project, and the Corporation shall not be in default under the Reimbursement Agreement, then the Bank shall permit such insurance proceeds to be used to repair the Project. If the Bank allows such proceeds, or any part thereof, to be used to restore the Project, the Trustee shall deposit the net insurance or condemnation proceeds it receives from the Bank in the Construction Fund, which shall be reactivated, or if the Bank elects to cause the Loan to be prepaid to the extent of such net proceeds, such insurance or condemnation proceeds shall be deposited in the Bond Fund and be used to reimburse the Bank for a draw under the Letter of Credit in connection with the redemption of Series 1995 Bonds as provided in Section 217(b) of the Indenture. Prior to their expenditure, such insurance or condemnation proceeds shall be invested so as not to have an adverse effect on the exclusion of the interest on the Series 1995 Bonds from gross income for federal income tax purposes.

If the Project is to be restored, the Corporation shall diligently to do so with reasonable dispatch and the Trustee will, upon delivery to the Trustee and the Bank of a certificate or certificates which set forth the Corporation's estimate of the cost of total restoration and which are satisfactory to the

Bank, signed by an authorized officer of the Corporation and approved in writing by the Bank, in the same form as required by Section 5.1 hereof, and provided no Event of Default specified in Section 10.1 hereof has occurred and is continuing, apply so much as may be necessary of the moneys in the Construction Fund to the payment or reimbursement of the costs of such repair, rebuilding or restoration, and the Corporation will nonetheless complete the work thereof and will pay the cost thereof in excess of the amount of moneys in the Construction Fund. The Corporation shall not, by reason of the payment of any such excess costs, be entitled to any reimbursement from the City or the Trustee or any diminution in or postponement of any obligation hereunder. Any balance of such moneys remaining in the Construction Fund after providing for or making payment of all costs of such repair, rebuilding or restoration, or which have not been so used within a reasonable period of time under the circumstances, as determined by the Bank, shall be treated as Surplus Bond Proceeds and applied pursuant to Section 11.1 hereof.

Article VIII.

Special Covenants.

Section 8.1 Unconditional Obligation.

The Corporation hereby acknowledges and agrees that the Corporation's obligation to make Loan Repayments and the other payments required hereunder and to perform and observe the other agreements herein contained shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment for any reason whatsoever. Except as otherwise expressly provided herein, this Agreement shall not terminate, nor shall the obligations of the Corporation be affected, by reason of any defect in or damage to or loss or destruction of all or any part of the Project, the failure of the City to perform or observe any agreement, liability or obligation hereunder or the lawful prohibition of the Corporation's or any other Person's use of the Project, the interference with such use by any Person, the invalidity or unenforceability or lack of due authorization or other infirmity of this Agreement or any part hereof, lack of right, power or authority of the City to enter into this Agreement, or for any other cause whether similar or dissimilar or the foregoing, any present or future tax or other law to the contrary notwithstanding, it being the intention of the parties hereto that Loan Repayments and other amounts payable by the Corporation hereunder shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Agreement.

In the event the Corporation shall fail to make or cause to be made any of the payments required to be made under this Agreement, the unpaid

amount shall continue to be an obligation of the Corporation until such amount shall be fully paid, and the Corporation agrees to pay the same with interest thereon from the date when due until paid at the greater of the rate borne by the related series of Bonds or the per annum rate of interest equal to the rate of interest announced from time to time by the Bank as its "reference rate" plus two percent (2%) but not greater than the highest rate of interest permitted by law.

Section 8.2 Right Of Access To The Project.

Subject to the reasonable security and safety requirements of the Corporation, the Corporation agrees that the City, the Bank and the Trustee and their respective duly authorized agents, shall have the right at all reasonable times upon reasonable notice to enter upon the Project to examine and inspect the same, and shall have the right at all reasonable times to inspect all books and records of the Corporation relating to the Project and make copies thereof.

Section 8.3 Maintenance Of Existence And Qualification.

The Corporation agrees that throughout the term of this Agreement it shall maintain its existence and shall not merge or consolidate with any other Person and shall not transfer or convey all or substantially all of its property, assets and licenses, except as otherwise provided in the Reimbursement Agreement.

The Corporation warrants (i) that it is and throughout the term hereof it will continue to be qualified to do business in the State, and (ii) that if it elects to consolidate with, merge into or transfer all or substantially all of its assets to another corporation or other entity in accordance with the Reimbursement Agreement, and such other corporation or other entity is not organized under the laws of the State, the Corporation, as a condition of such consolidation, merger or transfer of assets, shall cause such other corporation or other entity to qualify to do business in the state and to remain so qualified continuously during the term hereof.

Section 8.4 Granting Easements.

The Corporation may, with the consent of the Bank, at any time or times grant utility and other similar easements, licenses, rights-of-way and other rights or privileges in the nature of easements with respect to the land, or release existing easements, licenses, rights-of-way and other rights or privileges with or without consideration, if, in the opinion of the Bank, such grant or grants shall not have a material adverse effect on the value of the Project or the ability of the Corporation to continue its normal day-to-day operations.

Section 8.5 Covenant As To Non-Impairment Of Tax-Exempt Status.

The Corporation covenants that, notwithstanding any provision of this Agreement or the rights of the Corporation hereunder, it will not take, or permit to be taken on its behalf, any action that would impair the exclusion of interest on the Bonds from gross income for federal income tax purposes and that it will take such reasonable action for itself and on behalf of the City as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

The Corporation will not cause or permit any proceeds of the Bonds to be invested in a manner contrary to the provisions of Section 148 of the Code and will assure compliance with such requirements on behalf of the City. At least every year, the Corporation will furnish to the City and the Trustee a report showing the amounts that will be required to be paid to the United States of America pursuant to the provisions of Section 148(f) of the Code as of the end of such year. The Corporation shall calculate and timely pay to the United States of America, for the account of the City, all amounts required to be so paid in accordance with said Section 148(f) and shall maintain, on behalf of the City, all records required to be maintained pursuant to said Section 148(f). At least once every five (5) years, and not later than sixty (60) days after the payment in full of the Series 1995 Bonds, the Corporation will furnish to the City and the Trustee a certificate showing compliance with the applicable provisions of said Section 148(f), which certificate shall be accompanied by an opinion of Counsel or certificate of accountants supporting the matters set forth in such certificate.

In addition to the foregoing covenants, the Corporation further covenants that (i) it will requisition, apply and spend the moneys in the Construction Fund in a manner so that as of any date at least ninety-five percent (95%) of the total amount therefore requisitioned from the Construction Fund will be applied to finance costs (incurred after October 19, 1994) for the acquisition, construction, rehabilitation or improvement of land and other property which is of a character subject to an allowance for depreciation under Section 167 of the Code; (ii) it will not permit moneys in the Bond Fund, Bond Purchase or Construction Fund to be invested in such a manner as to cause the Bonds to be "arbitrage bonds" under Section 148(a) of the Code; (iii) it will promptly notify the Trustee if, at any time, the Corporation proposes to take any action, or any action is to be taken by or on behalf of any Principal User of the Project or any Related Person, the effect of which could be to cause interest on the Series 1995 Bonds to become includable in the gross income of owners thereof for federal income tax purposes by reason of the $10,000,000 capital expenditure limitation imposed by Section 144(a)(4) of the Code being exceeded or the $40,000,000 limitation imposed by Section 144(a)(10) of the Code being exceeded; (iv) it will not requisition from the Construction Fund more than $50,000 to pay Issuance Costs; and (v) no portion of the net proceeds of the Series 1995 Bonds will be used for the

acquisition of any property (or an interest therein) unless the first use of such property is pursuant to such acquisition.

The Corporation acknowledges that a failure to abide by the foregoing covenants may result in a Determination of Taxability. In the event of a Determination of Taxability for any reason, the sole and exclusive remedy of the holders of the Series 1995 Bonds and the Trustee on their behalf shall be the early redemption of the Series 1995 Bonds as provided therein under the caption "Mandatory Redemption".

Section 8.6 Indemnity, Expenses.

(a) The Corporation shall defend, indemnify and hold the City and the Trustee and their respective officials, officers, agents, employees, successors and assigns or other elected or appointed officials of the City, past, present or future (the "Indemnified Persons") harmless from any loss, claim, damage, tax, penalty or expense (including reasonable counsel fees), or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from, or in any way connected with: (i) the financing, installation, operation, use, or maintenance of the Project, (ii) any act, failure to act, or misrepresentation by any person in connection with the issuance, sale, delivery or marketing of the Bonds or (iii) any act, failure to act or misrepresentation by any Indemnified Person in connection with this Loan Agreement or any other document involving any Indemnified Person in this matter. If any suit, action or proceeding is brought against any Indemnified Person, that suit, action or proceeding shall be defended by counsel to the Corporation. The Indemnified Person shall promptly notify the Corporation in writing of any suit, action or proceeding of which they have knowledge and for which they are seeking indemnification under this Section 8.6. This failure to provide such notice shall not effect the Corporation's obligations under this Section 8.6. The Corporation shall not be liable for any settlement of any proceeding made without its written consent. The Indemnified Person shall have the right to employ separate counsel in any such action and to participate in the defense, but the fees and expenses of such counsel shall be at the expense of the party so employing separate counsel unless (i) the employment thereof has been specifically authorized, in writing, by the Corporation, (ii) the Corporation has failed to assume the defense and employ counsel or (iii) the parties to any such action (including any impleaded parties) include both the party so employing separate counsel (or any person serving at any time as one of its members, officers, agents or employees) and the Corporation, and the party so employing separate counsel shall have been advised, in writing,by its counsel that representation of the Corporation and such party (or any person serving at any time as one of its members, officers, agents or employees) by the same counsel would be inappropriate under applicable standards of professional conduct due to actual or potential differing interests between them, which such decision and determination shall be made at the sole and reasonable discretion of the Indemnified Person and its counsel (in which

case, if the party so employing separate counsel notifies the Corporation in writing that it elects to employ separate counsel at the expense of the Corporation, the Corporation shall not have the right to assume the defense of such action on behalf of such party, and the Corporation shall indemnify the Indemnified Person for the cost of that defense, including reasonable counsel fees and expenses).

(b) If a court of competent jurisdiction finds that the liability in question under subsection (a) was caused by the willful misconduct or gross negligence of any involved Indemnified Person, the Corporation shall not be obligated to indemnify the Indemnified Person under subsection (a) unless such court determines that, despite the adjudication of liability, but in view of all circumstances of the subject case, the Indemnified Person is fairly and reasonably entitled to indemnification for the expenses which such court considers proper.

(c) The corporation shall also, in the same manner, indemnify any Indemnified Person for all reasonable costs and expenses, including reasonable counsel fees, incurred in: (i) enforcing any obligation of the Corporation under this Loan Agreement or any related agreement, (ii) taking any action requested by the Corporation, (iii) taking any action required by this Loan Agreement or any related agreement or (iv) taking any action reasonably considered necessary by the Indemnified Person and which is authorized by this Loan Agreement or any related agreement.

(d) The Corporation shall defend, indemnify and save the Trustee and the Tender Agent harmless against and from all fees, costs, expenses, losses, liabilities or damages and reasonable attorneys' fees incurred by the Trustee and the Tender Agent in the exercise and performance of any of their respective power and duties hereunder or under the Indenture, except to the extent that such loss, liability or damage, including reasonable attorney fees, is incurred by reason of the their respective negligence or willful misconduct.

(e) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the City retains the right to (i) enforce any applicable federal or state law or the Bond Ordinance and (ii) enforce any rights accorded to the City by federal or state law or the Bond Ordinance, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof.

(f) The Corporation shall also indemnify the City for all reasonable costs and expenses, including reasonable Counsel fees, incurred in: (i) enforcing any obligation of the Corporation under this Agreement or any related agreement, (ii) taking any action requested by the Corporation, (iii) taking any action required by this Agreement or any related agreement, or (iv)

taking any action considered necessary by the City and which is authorized by this Agreement or any related agreement.

(g) The Corporation shall indemnify and save the Trustee, the Tender Agent and the Remarketing Agent harmless against and from all loss, liability or damages and reasonable attorneys' fees incurred by each of them in the exercise and performance of any of their powers and duties hereunder or under the Indenture or the Pledge Agreement, in the case of the Trustee, except to the extent that such loss, liability or damage, including reasonably attorney fees, is incurred by reason of their negligence or willful misconduct.

(h) The obligations of the Corporation under this Section 8.6 shall survive any assignment or termination of this Agreement.

Section 8.7 Compliance With Law.

The Corporation shall, throughout the term of this Agreement and at no expense to the City, promptly comply or cause compliance with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Project or to the repair and alteration thereof, or to the use or manner of use of the Project.

Article IX.

Assignment, Leasing, Equipment.

Section 9.1 Transfer, Assignment And Leasing.

The Corporation may lease or sublease any portion of the Project constituting less than or equal to ten percent (10%) of the Project's leasable space to any other tenant without the consent of the Bank and may lease or sublease any portion of the Project exceeding ten percent (10%) of the Project's leasable space to any other tenant provided that the Corporation delivers to the Bank, the City and the Trustee in connection with any such leasing (i) a Prior Issue Certificate from the tenant substantially in the form of Exhibit G attached hereto if such lease is entered into with a "test period beneficiary" (as defined in Section 144(a)(10)(D) of the Code), and (ii) an opinion of Bond Counsel that subsequent to the execution of the lease, interest on the Series 1995 Bonds will remain wholly excludable from gross income of the Bondholders for federal income tax purposes. No leasing shall relieve the Corporation from primary liability for any of its obligations hereunder, and in the event of any such leasing the Corporation shall continue to remain primarily liable for the payment of Loan Repayments and for performance and observance of the other agreements herein on its part to be performed and observed.

This Agreement may be assigned, in whole or in part, and the Project may be sold, transferred or conveyed as a whole or in part, by the Corporation without the necessity of obtaining the consent of the Bank, the City or the Trustee, subject, however, to the following conditions:

(i) No assignment, sale, transfer or conveyance shall relieve the Corporation from primary liability for any of its obligations hereunder, and if any such assignment occurs, the Corporation shall continue to remain primarily liable to make the payments required to be made by the Corporation hereunder and for performance and observance of the other agreements on its part herein provided to be performed and observed by it;

(ii) The assignee or purchaser shall assume the obligations of the Corporation hereunder to the extent of the interest assigned, sold, transferred or conveyed;

(iii) The Corporation shall, at least thirty (30) days prior to the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and complete copy of each such assignment or sale agreement, as the case may be, together with (A) any instrument of assumption, (B) a Prior Issue Certificate from the purchaser or assignee if such person qualifies as a "test period beneficiary" of the Project (as defined in Section 144(a)(10)(D) of the Code), and (C) an opinion of Bond Counsel that such assignment or sale agreement will not adversely affect the exclusion of interest on the Bonds from gross income of the Bondholders for federal income tax purposes; and

(iv) The assignee, transferee or purchaser shall continue to use the Project for purposes permitted hereunder for the term of this Agreement.

Section 9.2 Substitution And Removal Of Machinery and Equipment.

Except as provided in this section, machinery and equipment comprising part of the Project shall remain on the Land. The Corporation shall have the privilege of removing any machinery or equipment comprising a part of the Project upon substituting therefor property of like nature having a fair market value of not less than the removed property, provided that such substitution shall not impair the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any such substituted machinery and equipment shall be identified in writing by the Corporation to the Trustee and the Bank and shall become a part of the Project and be included under the terms of this Agreement. The Corporation may sell any machinery and equipment comprising a portion of the Project without substitution therefor so long as the removal of such machinery and equipment from the Project will not, in the opinion of the Corporation, adversely alter the scope, character or operation of the Project or, in the opinion of Bond Counsel, impair the exclusion of interest on the Series 1995

Bonds from gross income for federal income tax purposes. Unless otherwise consented to by the Bank, the Corporation shall pay into the Bond Fund the proceeds from such sales without substitution and such proceeds shall be treated as Surplus Bond Proceeds and applied as provided in Section 11.1 hereof.

The City and the Corporation agree to execute and deliver such documents (if any) as the City, the Corporation or the Bank may reasonably request in connection with any action taken by the City or the Corporation under this Section. The Corporation agrees to repair any damage to the Project caused by removal of such property and to pay as due the purchase price of, and all costs and expenses with respect to, the acquisition, installation and removal of any such property installed or removed pursuant to this section.

Section 9.3 Installation Of Corporation's Own Machinery And Equipment.

In addition to the Project, the Corporation may from time to time, in its sole discretion and at its own expense, install additional movable personal property, machinery, equipment or furniture on or in the Project. The Corporation agrees to pay as due the purchase price of, and all costs and expenses with respect to, the acquisition and installation of any such property installed pursuant to this section.

Article X.

Events Of Default And Remedies.

Section 10.1 Events Of Default.

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 Corporation to pay the Loan Repayments in the amounts and at the times provided in this Agreement or the Promissory Note; provided, however, that no Event of Default described in this subparagraph (a) shall be deemed to have occurred solely by reason of such failure to make such payments if and to the extent that payments have nonetheless been made by the Bank to the Trustee pursuant to the Letter of Credit for deposit in the Bond Fund at such times and in such manner so as to prevent an Event of Default described under Section 601(a) or (b) of the Indenture, but such failure may constitute an Event of Default to the extent declared by the Bank to constitute an Event of Default under the Reimbursement Agreement;

(b) Failure by the Corporation to make payments in the amounts and at the times provided in Section 3.4 of this Agreement; provided, however, that no Event of Default described in this paragraph (b) shall be deemed to have occurred solely by reason of such failure to make such payments if and to the extent that payments have nonetheless been made by the Bank to the Trustee pursuant to the Letter of Credit for deposit in the Bond Purchase Fund at such times and in such manner so as to prevent an Event of Default described under Section 601(c) of the Indenture;

(c) Failure by the Corporation to observe and perform any other covenant, condition or agreement on its part to be observed or performed herein or in the Promissory Note for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Corporation by the Bank or the Trustee; provided, however, that if the Corporation shall be unable to observe or perform any such covenant, condition, undertaking or agreement which, if begun and prosecuted with due diligence, can be completed but not within a period of thirty (30) days, then such period shall be increased to such extent as shall be determined by the Trustee with the consent of the Bank to be necessary to enable the Corporation to observe or perform such covenant, condition, undertaking or agreement through the exercise of due diligence;

(d) Any representation or warranty made by the Corporation in any document delivered by the Corporation to the Trustee or the Bank or the City in connection with the sale and delivery of the Series 1995 Bonds proves to be untrue when made in any material respect;

(e) Occurrence of an Event of Default under the Indenture; or

(f) The Corporation (i) shall generally not pay its debts as they become due, (ii) shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, (iv) shall institute any proceeding or voluntary case (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, (v) shall take any action to authorize any of the actions described above in this subsection (f), or (vi) shall have instituted against it any proceeding (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it

or for any substantial part of its property, and, if such proceeding is being contested by the Corporation in good faith, such proceeding shall remain undismissed or unstayed for a period of sixty (60) days.

Section 10.2 Remedies On Default.

If (i) an Event of Default referred to in Section 10.1 hereof shall have occurred and be continuing and (ii) acceleration of the principal amount of the Series 1995 Bonds has been declared pursuant to Section 602 of the Indenture, then:

(a) the Trustee shall declare all Loan Repayments to be immediately due and payable, whereupon the same shall become immediately due and payable and the Trustee shall thereupon draw upon the Letter of Credit in accordance with its terms and the terms of the Indenture;

(b) subject to the reasonable security and safety requirements of the Corporation, the City or the Trustee may have access to and inspect, examine, and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Corporation, only insofar as they relate to the Project or the Event of Default and the remedying thereof; and

(c) to the extent of any insufficiency after drawing under the Letter of Credit, the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement, the Promissory Note or to enforce the performance of any other obligation or agreement of the Corporation under such documents.

Any amounts collected pursuant to action taken under this section shall be applied in accordance with Section 607 of the Indenture.

Notwithstanding any other provision of this Agreement or the Indenture, the City shall be entitled to cause the Corporation to perform the Corporation's obligations under Sections 3.5, 6.4, 8.6 and 10.4 hereof for the benefit of the City.

Section 10.3 No Remedy Exclusive.

No remedy conferred upon or reserved to the City or the Trustee by this Agreement 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 the Indenture, or now or hereafter existing at law or in equity. 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 City or the Trustee 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.

Notwithstanding any other provision of this Agreement (except Section 13.2 hereof) or the Indenture, the City or the Trustee shall not be entitled to exercise any remedy reserved to it in this Article X without the prior written consent of the Bank, except that the City may after notice to, but without the prior written consent of, the Bank institute an action against the Corporation to recover any fees or expenses to which the City is entitled under this Agreement.

Section 10.4 Agreement To Pay Attorneys' Fees And Expenses.

In the event that the City, the Bank or the Trustee employs attorneys or incurs other expenses for the enforcement or performance or observance of any obligation or agreement on the part of the Corporation contained in the Promissory Note, the Placement Agreement or in this Agreement, the Corporation agrees that it will on demand therefor promptly reimburse the reasonable fees of such attorneys and such other expenses so incurred.

Section 10.5 No Additional Waiver Implied By One Waiver.

In the event any term, condition or covenant 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. Because of the assignment of the City's rights and interest in this Agreement to the Trustee under the Indenture, the City shall have no power to waive or release the Corporation from any Event of Default or the performance or observance of any obligation or condition of the Corporation under this Agreement without prior written consent of the Trustee and the Bank, but the City shall so waive or release the Corporation if requested by the Trustee and the Bank, provided the City receives an opinion of its Counsel that such action will not impose any pecuniary obligation or liability or adverse consequence upon the City and the City shall have been provided such indemnification from the Corporation or the Trustee or the Bank, as the City shall deem necessary.

Article XI.

Payment Of Surplus Bond Proceeds From The Bond Fund.

Section 11.1 Surplus Bond Proceeds.

All Surplus Bond Proceeds transferred to the Bond Fund pursuant to the provisions of Section 5.4 and Section 9.2 hereof shall be applied by the Trustee at the direction of the Corporation after the date on which such moneys first become Eligible Funds in the Bond Fund (i) to the purchase of Bonds on the open market for cancellation, (ii) to the payment of the scheduled principal maturities (or sinking fund installments) of the Bonds (but not interest) or (iii) to the redemption of Series 1995 Bonds on the first date on which the Series 1995 Bonds may be called for optional redemption at par as set forth in Section 217(a) of the Indenture. In addition, at the direction of the Corporation, Surplus Bond Proceeds held in the Current Account of the Bond Fund shall be paid by the Trustee to the Bank to the extent of any moneys owing under the Reimbursement Agreement as a result of a drawing on the Letter of Credit to pay principal (but not interest) on the Bonds. To the extent that the amount of Surplus Bond Proceeds exceeds five percent (5%) of the original aggregate principal amount of the Series 1995 Bonds, such excess shall be invested at a yield which will not exceed the yield on the Bonds or, in the opinion of Bond Counsel, will not impair the exclusion of interest on the Series 1995 Bonds from gross income for federal income tax purposes.

Article XII.

The Bonds.

Section 12.1 Issuance Of The Series 1995 Bonds.

The obligations of the City and the Corporation hereunder are expressly conditioned upon the execution of the Placement Agreement, satisfaction or waiver of its terms and conditions, and payment of the purchase price for the Series 1995 Bonds pursuant thereto on the Issue Date.

Section 12.2 Additional Bonds.

At the request of the Corporation and with the prior written consent of the Bank, the City may, but shall not be required to, authorize the issuance of Additional Bonds in accordance with Section 220 of the Indenture. The terms of any Additional Bonds shall be approved by the Corporation and the

Bank. Additional Bonds may be issued only to finance any one or more of the following: (i) the cost of completing the Project; (ii) the costs of making improvements to the Project; (iii) the refunding of all or any part of the Bonds; and (iv) the costs of issuance relating to the Additional Bonds and other costs reasonably related to the financing as shall be agreed upon by the Corporation and the City. Any improvements to the Project acquired with the proceeds of the Additional Bonds may become a part of the Project. Refusal for any reason by the City to issue Additional Bonds shall not release the Corporation from any provisions of this Agreement.

Section 12.3 Compliance With Indenture.

The City agrees to comply with the covenants requirements and provisions of the Indenture and perform all of its obligations thereunder.

Section 12.4 Consent To City's Pledge.

The Corporation hereby acknowledges and consents to the assignment and pledge by the City to the Trustee, for the benefit of the Bondholders, and the Bank, of (i) the Promissory Note; (ii) the moneys deposited to the various funds and accounts hereunder and under the Indenture (including investments); and (iii) all of the City's rights and powers under this Agreement, including the right to receive Loan Repayments (but excluding certain rights of the City as specified in Section 301 (iv) of the Indenture) and the right and power to enforce, either jointly with the City or separately, the performance of the obligations of the Corporation under this Agreement. The Corporation further acknowledges and consents to the right of the Trustee and the Bank, as the case may be, to enforce all rights of the City and Bondholders assigned under the Indenture.

Section 12.5 Rights Of Trustee Hereunder.

The parties hereto recognizes and agree that the terms of this Agreement and the enforcement thereof are essential to the security of the Trustee (for the benefit of the Bondholders) and the Bank and are entered into for the benefit of the Trustee (on behalf of the Bondholders) and the Bank. The Trustee (and any assignee of or subrogee to the Trustee) and the Bank shall accordingly have contractual rights and duties in this Agreement and be entitled to require the enforcement of the terms hereof.

Except for the rights of the Corporation set forth in Section 13.1 hereof, the Corporation and the City each acknowledge that neither the Corporation nor the City has any interest in the Bond Fund or the Bond Purchase Fund and any moneys deposited therein and that the Bond Fund and the Bond Purchase Fund and any moneys deposited therein shall be in the custody of

and held by the Trustee in trust for the benefit of the Bondholders and the Bank as provided in the Indenture.

Section 12.6 Amendments To Indenture And This Agreement.

The City shall not amend nor consent to any amendment to the Indenture or this Agreement except as specified in Article VIII of the Indenture, which Article VIII is incorporated herein by this reference as if it were fully set forth herein. The Corporation hereby agrees to be bound by the provisions of Article VIII of the Indenture.

Article XIII.

Miscellaneous.

Section 13.1 Amounts Remaining In Funds.

Any amounts remaining in the Construction Fund or the Bond Fund upon expiration or sooner cancellation or termination of this Agreement, after the Loan and the Bonds shall be deemed to have been paid and discharged under the provisions of the Indenture and the fees, charges and expenses of the Trustee and all other amounts required to be paid under the Indenture, the Reimbursement Agreement and this Agreement shall have been paid, shall be paid to the Corporation as an overpayment of the Loan.

Section 13.2 Rights Of The Bank.

All rights of the Bank under this Agreement to consent to certain extensions, remedies, waivers, actions and amendments hereunder shall cease, terminate and become null and void (i) if the Bank wrongfully dishonors any draft presented in strict conformity with the Letter of Credit or (ii) if the Letter of Credit is no longer in effect and any and all of the Corporation's obligations to the Bank pursuant to the Reimbursement Agreement have been paid. The right of the Bank under this Agreement to consent to certain extensions, remedies, waivers, actions and amendments shall not be suspended notwithstanding the preceding sentence if a court of competent jurisdiction has enjoined the Bank from making any payment under the Letter of Credit.

Section 13.3 Notices.

Except as otherwise provided herein, it shall be sufficient service or giving of any notice, request, complaint, demand or other paper required by this

Agreement to be given to or filed with the City, the Trustee, the Bank, the Remarketing Agent, or the Corporation if the same shall be duly mailed by first class mail, postage prepaid, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed in writing by first class mail, postage prepaid, or sent by telegram, telecopy or telex or other similar communication, on the same day addressed as specified in Section 905 of the Indenture.

The Corporation, the City, the Bank and the Trustee may designate, by notice given hereunder, any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent, but no notice directed to any one such entity shall thereby be required to be sent to more than two addresses.

Section 13.4 Bondholders' Action.

Whenever any consent, approvals, waivers or other actions are required of the Bondholders hereunder, under the Indenture, the Promissory Note or any other instrument or document delivered with respect to the Bonds, such consent shall only be given in compliance with Section 806 of the Indenture.

Section 13.5 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Corporation and their respective successors and assigns, subject to the limitation that any obligation of the City created by or arising out of this Agreement shall not be a general debt of the City but shall be payable solely out of the Security, the proceeds of the sale of the Bonds or the net proceeds of any insurance or condemnation awards as provided herein, anything herein contained to the contrary by implication or otherwise notwithstanding.

Section 13.6 Severability.

If any clause, provision or section of this Agreement be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the City or the Corporation, as the case may be, to the full extent permitted by law.

Section 13.7 Captions.

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

Section 13.8 Interpretation.

This Agreement shall be governed by and interpreted in accordance with the laws of the State.

Section 13.9 Execution In 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.

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

City of Chicago, Illinois

[Seal]

Attest

By: _____
City Clerk

By: _____
City Comptroller

Goose Island Beer Co.

[Seal]

Attest

By: _____

Its: _____

By: _____

Its: President

Exhibits "A", "B", "C", "D", "E", "F" and "G" referred to in this Loan Agreement read as follows:

Exhibit "A".
(To Loan Agreement)

Completion Certificate.

To: City of Chicago, Illinois
First Bank National Association
First Trust National Association

From: Goose Island Beer Co.

Subject: Loan Agreement Dated as of the 1st day of July, 1995

The undersigned does hereby certify:

1. The acquisition, construction, equipping and installation of the Project have been substantially completed in accordance with the Plans and in such manner as to conform with all applicable zoning, planning and building regulations of the governmental authorities having jurisdiction of the Project, as of _____, 199__ (the "Completion Date").

2. The Costs of the Project have been paid in full except for those not yet due and payable, which are described below and for which moneys for payment thereof are being held in the Construction Fund:

Cost of the Project not yet due and payable:

Description	Amount
	$_____
TOTAL:	$_____

3. The moneys in the Construction Fund in excess of the totals set forth in 2 above represent Surplus Bond Proceeds and the Trustee is hereby authorized and directed to transfer all such Surplus Bond Proceeds to the Bond Fund pursuant to Section 5.4 of the Loan Agreement.

4. No Event of Default has occurred under the Promissory Note, the Loan Agreement or the Reimbursement Agreement nor has any event occurred which with the giving of notice or lapse of time or both shall

become such an event of default. Nothing has occurred to the knowledge of the Corporation that would prevent the performance of its obligations under the Promissory Note, the Loan Agreement or the Reimbursement Agreement.

This certificate is given without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being.

Executed this ____ day of _____, 199__.

_____
Authorized Corporation's Representative

Exhibit "B".
(To Loan Agreement)

Costs Of The Project.

The following are the estimated costs of the Project:

	Total	Financed From: Bond Proceeds	Financed From: Equity Contributions
Land Acquisition	$ 115,000	$ 115,000	
Building Acquisition	635,000	385,000	$ 250,000
Building Rehabilitation	900,000	450,000	400,000
New Machinery and Equipment	1,500,000	1,500,000	
Architectural and Engineering	50,000		50,000

	Total	Bond Proceeds	Financed From: Equity Contributions
Working Capital	$1,240,000		
*Other, including Issuance Costs	160,000	$ 50,000	$ 160,000
TOTAL:	$4,600,000	$2,500,000	$2,100,000

Exhibit "C".
(To Loan Agreement)

Goose Island Beer Company.

Promissory Note.

$2,500,000

Chicago, Illinois
Dated: July ____, 1995

For Value Received, Goose Island Beer Co., an Illinois corporation (the "Corporation"), promises to pay to the order of the City of Chicago (the "City"), the principal sum of Two Million Five Hundred Thousand Dollars ($2,500,000) together with (a) interest thereon in an amount sufficient to enable the City to make payment of all interest becoming due and payable on the City's Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995, dated as of July ____, 1995 (the "Bonds") in the principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000), issued pursuant to a Trust Indenture dated as of July 1, 1995

---

* No more than $50,000 of Bond proceeds may be used to pay Issuance Costs, exclusive of $_____ prorated first year letter of credit fees to _____, 1995.

(the "Indenture") between the City and First Trust National Association, a national association, as Trustee (the "Trustee"), which Indenture and Bonds are incorporated herein by reference and made a part hereof, and (b) such redemption premiums and other amounts as are required to be paid by the Corporation to the City as Loan Repayments as provided in the Loan Agreement, dated as of July 1, 1995 between the Corporation and the City (the "Loan Agreement"), which is incorporated herein by reference and made a part hereof.

The foregoing amounts shall be paid by means of Loan Repayments which shall be due and payable (less than credits to which the Corporation may be entitled under the Loan Agreement), in immediately available funds, as follows:

A. On or before each date on which a payment of interest is due on the Bonds, the Corporation shall pay interest in an amount equal to the aggregate unpaid interest due or to become due on the Bonds on such payment date, less any Eligible Funds (as defined in the Indenture) then held by the Trustee in the Bond Fund (as defined in the Indenture) which are then being held for application to the payment of interest on the Bonds in accordance with the Indenture;

B. On the first day of each month, commencing August 1, 1995, an amount equal to one-twelfth of the mandatory redemption due on the next succeeding July 1 and, in any event, on or before each date on which a payment of principal and premium, if any, is due on the Bonds, whether by maturity, acceleration or otherwise, the Corporation shall pay principal and premium, if any, in an amount equal to principal and premium, if any, then due or to become due on the Bonds, on such payment date, less any Eligible Funds then held by the Trustee in the Bond Fund, other than those Eligible Funds applied to payment of interest on the Bonds as set forth above, which are then being held for the payment of principal and premium, if any, on the Bonds under the Indenture.

Notwithstanding the foregoing, the Corporation shall pay principal of, premium, if any, and interest on the bonds to the Trustee so as to permit the redemption of all or a portion of Bonds then outstanding in accordance with Section 217 of the Indenture.

The Corporation shall have the option to make advance payments of Loan Repayments, from time to time, which advance payments shall be deposited with the Trustee in the Bond Fund and shall be applied as provided in the Loan Agreement and the Indenture.

All payments shall be made in coin or currency of the United States of America in immediately available funds at the principal office of the Trustee, or at the office of any successor trustee.

If the Corporation fails to pay any installment of principal, premium, if any, and interest when due under this Promissory Note and the Trustee fails to receive sufficient moneys pursuant to one or more draws under the Letter of Credit (as defined in the Indenture) to pay any such installment, or upon the occurrence of any one or more of the events of default specified in the Loan Agreement, the Trustee then, or at any time thereafter, may under certain conditions specified in Section 602 of the Indenture give notice to the Corporation declaring all unpaid amount then outstanding hereunder or under the Loan agreement (including all fees), to be due and payable, and thereupon, without further notice or demand, all such amount shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

All payments hereon shall be applied first to accrued interest, then to premium, if any, and then to principal.

The undersigned waives (except as provided herein) demand, protest, presentment for payment and notice of nonpayment and agrees to pay all costs of collection when incurred, including reasonable attorneys' fees, and to perform and comply with each of the covenants, conditions, provisions and agreements of the undersigned contained in every instrument evidencing or securing the indebtedness evidenced hereby. No extension of the time for the payment of this Promissory Note made by agreement with any person now or hereafter liable for the payment of this Promissory Note shall operate to release, discharge, modify, change or affect the original liability under this Promissory Note, either in whole or in part, of the undersigned if not a party to such agreement.

This Promissory Note is issued under and is subject to the terms and conditions of the Loan Agreement.

This Promissory Note and all instruments securing the same are to be construed according to the laws of the State of Illinois.

Goose Island Beer Co.

By: _____

Its: President

Attest:

By: _____

Its: Secretary

Pay To The Order Of First Trust National Association, As Trustee, Without Warranty Or Recourse.

City of Chicago, Illinois

By: _____
City Comptroller

Exhibit "D".
(To Loan Agreement)

Project Description.

The Project consists of the acquisition of land and an existing building and the rehabilitation and equipping thereof to result in an approximately 36,000 square feet, two-story building to be located on the Land and used for manufacturing purposes as a brewhouse, packaging line and retail and consumption facility. The land and building and the equipment will be owned and operated by Corporation.

Exhibit "E".
(To Loan Agreement)

Requisition Certificate.

To: First Trust National Association,
As Trustee

From: Goose Island Beer Co. (the "Corporation")

Subject: $2,500,000 City of Chicago Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995 (the "Bonds")

This represents Requisition Certificate No. ____ in the total amount of $_____ for payment of those Costs of the Project detailed in the schedule attached.

The undersigned does certify that:

1. All of the expenditures for which moneys are requested hereby represent proper Costs of the Project, have not been included in a previous Requisition Certificate and have been properly recorded on the Corporation's books.

2. The moneys requested hereby are not greater than those necessary to meet obligations due and payable or to reimburse the Corporation for funds actually advanced for Costs of the Project. The moneys requested do not include retention or other moneys not yet due or earned under construction contracts.

3. After payment of moneys hereby requested, there will remain available to the Corporation (from the Construction Fund) sufficient funds to complete the Project substantially in accordance with the Plans.

4. At least ninety-five percent (95%) of the sum of the payment herein requested from the Construction Fund and all other payments from the proceeds of the Series 1995 Bonds heretofore made from the Construction Fund have been used to finance the acquisition, construction, or improvement of land and buildings and the acquisition and installation of machinery and equipment for the Project, all of which property other than land is of a character subject to the allowance for depreciation under Section 167 of the Code, all of which costs for such property or land were first incurred subsequent to sixty (60) days prior to October 19, 1994, and no more than five percent (5%) of the sum of the payment herein requested from the Construction Fund and all other payments from the proceeds of

the Series 1995 Bonds heretofore made from the Construction Fund has been or will be used, directly or indirectly, as working capital or to finance inventory or Issuance Costs.

5. The Corporation is not in default under the Promissory Note, the Loan Agreement or the Reimbursement Agreement and nothing has occurred to the knowledge of the Corporation that would prevent the performance of its obligations under the Loan Agreement, the Promissory Note or the Reimbursement Agreement.

6. Delivered herewith are all of the documents in form and content required by Section 5.1 of the Loan Agreement and requested by First Bank National Association pursuant to Section 6 of the [Construction Loan Agreement between the Bank and the Corporation].

Capitalized terms used but not defined herein shall have the meanings given in the Trust Indenture and Loan Agreement relating to the Bonds.

Executed this _____ day of _____, 19__.

_____
Authorized Corporation's Representative

Approved:

First Bank National Association

By: _____

Its: _____

Schedule To Requisition Certificate No. ____

1. Person to whom payment is to be made or was made (with proof of payment):

Name: _____

Address: _____

_____

2. Amount to be paid: $_____

3. Date of Payment: _____
(if previously made)

4. Obligation for which payment is to be made:

_____

Total Obligation: _____

Amount Previously Paid: $_____

Unpaid Balance: $

Exhibit "F".
(To Loan Agreement)

Land.

The Land referred to in this Loan Agreement is described as follows:

Parcel 1:

Lots 47 and 48 in Thomas R. Green's Subdivision of Block 35 in the Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 1 to 6 both inclusive, in the resubdivision of Lots 43, 44, 45 and 46 in Thomas R. Green's Subdivision of Block 35 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit "G".
(To Loan Agreement)

Prior Issue Certificate.

(To be attached as an addendum
to any sale, assignment, or
lease of Bond-financed facility)

The undersigned hereby executes this Prior Issue Certificate for the purposes of enabling Goose Island Beer Co., an Illinois corporation (the "Corporation"), obligor on the $2,500,000 City of Chicago Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995 (the "Bonds"), to comply with a provision of a Loan Agreement, dated as of July 1, 1995, by and between the Corporation and the City of Chicago (the "City"), such provision being intended to prevent the loss of the exclusion of the interest on the Bonds from gross income for federal income tax purposes by reason of Code Section 144(a)(10). The undersigned undertakes and confirms that the Corporation is relying upon the information and representations contained herein, and that such information and representations are correct and complete. Failure to supply the correct information on this Certificate, notwithstanding anything in the Loan Agreement this Exhibit G is a part of to the contrary, constitutes a breach of such Loan Agreement.

The undersigned hereby certifies that the face amount of all outstanding tax-exempt facility related bonds ("F.R.B.s") allocated to the undersigned at the time the Bonds were issued was $_____. This is an amount which bears the same relationship to the face amount of the outstanding tax-exempt F.R.B.s as the portion of the facilities financed by such F.R.B.s used by the undersigned bears to all such facilities financed, or as the portion of the facilities owned by the undersigned bears to all such financed facilities.

The undersigned hereby certifies that the face amount of the Bonds allocated to the undersigned, based upon the percentage of use or the percentage of ownership by the undersigned in the Bond-financed facilities, is $_____.

The undersigned does hereby certify that he or she is a duly authorized officer of the proposed _____, as indicated under his or her signature, and that he or she has been authorized to furnish the information and representations contained for use by the Corporation.

_____
(Purchaser, Lessee, Sublessee, or Assignee)

Date: _____

By: _____

Its: _____

Trust Indenture

City Of Chicago, Illinois

And

First Trust National Association,
As Trustee

Relating To:

$2,500,000

City Of Chicago, Illinois

Industrial Development Revenue Bonds

(Goose Island Beer Co. Project)

Series 1995

Dated As Of July 1, 1995.

This Trust Indenture ("Indenture") dated as of the first day of July, 1995, between the City of Chicago, a municipal corporation and home rule unit organized and existing under the laws of the State of Illinois (the "City"),

and First Trust National Association, a national banking association, as trustee, and its successor in trust and its assignees (the "Trustee").

Whereas, The City is authorized pursuant to the provisions of the laws of the State of Illinois, including specifically, but without limitation, Section 1, Article VII of the 1970 Constitution of the State of Illinois, to legislate matters which pertain to its government and affairs, including the issuance of its revenue bonds to assist business enterprise to finance the acquisition, construction and equipping of manufacturing projects, in furtherance of the public purposes of the City; and

Whereas, The City has agreed to issue its Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995, in the aggregate principal amount of $2,500,000 (the "Series 1995 Bonds"), and to lend the proceeds of the sale of the Series 1995 Bonds to Goose Island Beer Co., an Illinois corporation (the "Corporation"), to enable the Corporation to finance the acquisition, construction and equipping of a manufacturing facility (the "Project"); and

Whereas, The City and the Corporation will enter into a Loan Agreement, dated as of July 1, 1995 (the "Loan Agreement"), pursuant to which the City will agree to lend the proceeds of the Series 1995 Bonds to the Corporation and the Corporation will agree to make payments sufficient to pay the principal and Purchase Price (as hereinafter defined) of, and redemption premium, if any, and interest on, the Series 1995 Bonds as the same become due and payable and to pay administrative expenses in connection with the Series 1995 Bonds; and

Whereas, As security for the payment of the Series 1995 Bonds and any Additional Bonds (as hereinafter defined) issued pursuant to this Indenture, the City has agreed to assign and pledge to the Trustee, the Security (as hereinafter defined); and

Whereas, First Bank National Association, a national banking association (the "Bank"), will issue a Letter of Credit (as hereinafter defined) in favor of the Trustee, for the account of the Corporation, obligating the Bank to pay to the Trustee during the periods described therein, upon request and in accordance with the terms thereof, the amounts described there for the purpose of making certain payments on or with respect to the Series 1995 Bonds (other than Series 1995 Bonds registered in the name of the Corporation or the Bank, which Series 1995 Bonds shall not be entitled to any benefit of the Letter of Credit); and

Whereas, All things necessary to make the Series 1995 Bonds, when authenticated by the Trustee and issued and delivered as in this Indenture provided, the legal, valid, binding and enforceable limited obligations of the City, according to the import thereof, and to create a valid assignment and pledge of the security to the payment of the Series 1995 Bonds have been done and performed, and the execution and delivery of this Indenture and

the execution, issuance and delivery of the Series 1995 Bonds, subject to the terms hereof, have in all respects been authorized;

Now, Therefore, In consideration of the premises and of the covenants and undertakings herein expressed, the parties hereto agree as follows:

Article I.

Definitions.

All terms used herein which are not defined herein but are defined in the Loan Agreement identified below shall have the meanings therein set forth, which definitions are by this reference incorporated herein and made a part hereof. In addition to terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture and the preambles hereto shall have the following meanings unless the context or use clearly indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the terms and words herein defined:

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by or against the City, the Corporation, or any Insider of the Corporation or the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Additional Bonds" means the Bonds authorized to be issued pursuant to Section 220 of this Indenture.

"Alternate Letter of Credit" means an irrevocable letter of credit delivered to, and accepted by, the Trustee pursuant to Section 3.7 of the Loan Agreement, including any amendment, reissuance, replacement, renewal or extension thereof.

"Authorized Denomination" means (a) prior to the Conversion Date, $100,000 or any integral multiple thereof, and (b) on or after the Conversion Date, $5,000 or any integral multiple thereof.

"Bank" means First Bank National Association, Minneapolis, Minnesota, a national banking association, as the issuer of the Original Letter of Credit, its successors and their assigns, and, upon the acceptance of any Alternate Letter of Credit by the Trustee as provided herein, the issuer of such Alternate Letter of Credit, its successors and their assigns.

"Bank Reimbursement Fund" means the fund created by Section 408 of this Indenture.

"Bond" or "Bonds" means the Series 1995 Bonds and any Additional Bonds.

"Bond Counsel" means a firm of nationally recognized attorneys at law acceptable to the City and experienced in legal work relating to the issuance of bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103(a) of the Code.

"Bond Fund" means the fund created by Section 401 of this Indenture.

"Bondholder" or "holder" means the record owner of any Bond.

"Bond Ordinance" means the ordinance adopted by the City on July ____, 1995, authorizing and approving the issuance and sale of the Series 1995 Bonds pursuant to this Indenture.

"Bond Purchase Fund" means the fund created by Section 403 of this Indenture.

"Business Day" means any day other than (i) a Saturday, (ii) a Sunday, (iii) a day on which banking institutions in the City in which the principal corporate trust office of the Trustee (or its bond registrar, paying agent or tender agent offices) is located or the principal office of the Remarketing Agent is located or the office of the Bank at which action is to be taken to realize moneys under the Letter of Credit are required or authorized by law or executive order to be closed, or (iv) a day on which the New York Stock Exchange is closed.

"Calendar Week" means the period of seven (7) days from and including Thursday to and including the following Wednesday; provided, however, that the first Calendar Week means the period from and including the Issue Date to and including the following Wednesday.

"City" means the City of Chicago, a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois, or any successor to its rights and obligations under the Loan Agreement and this Indenture.

"Code" means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed) promulgated thereunder and under the Internal Revenue Code of 1954, as amended.

"Computation Date" means the date which is five (5) Business Days prior to the Conversion Date.

"Construction Fund" means the fund created by Section 402 of this Indenture.

"Conversion Date" means the day on which the interest rate(s) on the Series 1995 Bonds shall be converted from the Variable Rate to the Fixed Rate in accordance with Section 204 (or, with respect to the Conversion Date, being an Interest Payment Date or to notices, time periods and requirements in connection with the proceedings for such conversion, the day on which it is proposed that such conversion occurs).

"Conversion Notice" means the notice given by the Corporation of its intent to convert the interest rate(s) on the Series 1995 Bonds to the Fixed Rate pursuant to Section 204(a)(1) hereof.

"Corporation" means Goose Island Beer Co., an Illinois corporation, which is the borrower from the City under the Loan Agreement, and their successors and assigns.

"Costs of the Project" shall have the meaning specified in the Loan Agreement.

"Counsel" means an attorney, or firm thereof, admitted to practice law before the highest court of any state in the United States of America or the District of Columbia.

"Current Account" means the account within the Bond Fund established pursuant to Section 401 of this Indenture.

"Determination of Taxability" means a determination that the interest income on any of the Bonds is included in gross income for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(a) the day on which the Corporation is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, based upon any filings of the Corporation, or upon any review or audit of the Corporation, or upon any other grounds whatsoever, the interest on the Bonds is includable for federal income tax purposes in the gross income of any holder or former holder thereof;

(b) the day on which the Corporation receives notice from the Trustee in writing that the Trustee has been advised in writing by any holder or former holder of a Bond that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to such holder or former holder which asserts in effect that the interest on the Bonds received by such holder or former holder is includable in the gross income of such holder or former holder;

(c) the day on which the Corporation is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service or a technical advice memorandum issued by the

national office of the Internal Revenue Service that the interest on the Bonds is includable for federal income tax purposes in the gross income of any holder or former holder of a Bond;

(d) the day on which the Corporation is advised in writing that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Corporation has been given written notice and an opportunity to participate and defend that the interest on the Bonds is includable in the gross income of any holder or former holder of a Bond; or

(e) the date specified in a written opinion to the Corporation from Bond Counsel as the day on which interest on the Bonds first became or will become includable in the gross income of any holder or former holder of a Bond;

provided, however, (i) no Determination of Taxability shall occur if the interest on any of the Bonds is included in gross income for federal income tax purposes solely because such Bond was held by a Person who is a Substantial User or a Related Person, and (ii) no Determination of Taxability shall occur under subparagraph (a), (b) or (c) of this paragraph unless the Corporation has been afforded the opportunity, at its expense, to contest any such conclusion and/or assessment after furnishing the Trustee, the City and the Bank, within thirty (30) days after the occurrence of an event described in subparagraph (a), (b) or (c) of this paragraph, with an opinion of Bond Counsel to the effect that there is a reasonable likelihood that the Corporation will prevail in such contest, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined. The Corporation shall promptly notify the Trustee and the City of any event described in subparagraph (a), (c), (d) or (e) of this paragraph and shall further promptly notify the Trustee and the City of any final determination if the Corporation has contested under subparagraph (a), (b) or (c) of this paragraph. The Corporation shall be deemed to have been afforded the opportunity to contest the occurrence of a Determination of Taxability if it shall have been permitted to commence and maintain any action in the name of any holder or former holder of a Bond to judgment and through any appeals therefrom or other proceedings related thereto.

"Eligible Funds" means moneys held by the Trustee which consist of any of the following:

(a) Proceeds from the remarketing by the Remarketing Agent of Bonds delivered for purchase pursuant to Section 205 hereof that have not been commingled with other funds that do not constitute Eligible Funds; provided that such proceeds were not received from the City, [any Guarantor], the Corporation or any Insider of the Corporation, [any Guarantor] or the City;

(b) The proceeds of moneys deposited for refunding purposes to the extent permitted by the terms hereof, which have been held by the Trustee in the Bond Fund or any separate escrow or other account in which no other moneys are held for at least three hundred sixty-six (366) consecutive days prior to and during which no Act of Bankruptcy shall have occurred, as certified to the Trustee by the Corporation and the City;

(c) Amounts deposited in the Bond Fund or the Bond Purchase Fund, as the case may be, or transferred into the Bond Fund from the Construction Fund which have been held by the Trustee in the Bond Fund or the Bond Purchase Fund, as the case may be, and which have not been, commingled with other funds which do not constitute Eligible Funds, for at least three hundred sixty-six (366) consecutive days prior to and during which no Act of Bankruptcy shall have occurred, as certified, to the Trustee by the Corporation and the City;

(d) Amounts paid by the Bank to the Trustee under the Letter of Credit;

(e) Amounts derived from the investment of money described in clauses (a), (b), (c) and (d) above; or

(f) Moneys with respect to which the Trustee has received an unqualified opinion of nationally recognized counsel familiar with bankruptcy matters to the effect that payment of such proceeds to the Bondholders would not constitute a voidable preference under Section 547 of the United States Bankruptcy Code in the event of the filing of a petition thereunder by or against the City, the Corporation or any [Guarantor] or any Insider of the City, the Corporation or any [Guarantor].

Notwithstanding the foregoing, when used with respect to the payment of any amounts due in respect of Pledged Bonds, the term "Eligible Funds" shall mean any moneys held by the Trustee and the proceeds from the investment thereof, except for moneys realized under the Letter of Credit.

"Event of Default" means any of the events specified in Section 601 hereof.

"Financing Statements" means any and all financing statements (including continuation statements) or other instrument filed or recorded to perfect the security interests created in this Indenture.

"First Optional Redemption Date" means (a) if the Conversion Date is not more than five (5) years prior to July 1, 2010, then the First Optional Redemption Date shall be the first July 1 following the Conversion Date,

and (b) if the Conversion Date occurs more than five (5) years prior to July 1, 2010, then the first Optional Redemption Date shall be the first July 1 occurring following the fifth (5th) year anniversary of the Conversion Date.

"Fixed Rate" means the Fixed Rate for each Series 1995 Bond established in accordance with Sections 203 and 204 hereof.

"Fixed Rate Period" means the period from and including the Conversion Date to and including the date of payment in full of the Series 1995 Bonds.

"Fixed Rate Tender Date" means the date which is one (1) Business Day prior to the Conversion Date.

"Government Obligations" means obligations of the United States or its agencies or obligations the payment of principal and interest on which is unconditionally guaranteed by the United States or its agencies.

"Government Obligations Funds" means funds which are composed solely of Government Obligations.

"Guarantors" means any individual shareholders of the Corporation who are obligated under a guaranty agreement identified in the Reimbursement Agreement.

"Immediate Notice" means notice by telephone, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in Section 905 hereof or such other phone number or address as the addressee shall have directed in writing, promptly followed by written notice by overnight carrier or delivery service, expenses prepaid, to such addresses.

"Indenture" means this Indenture, as amended or supplemented from time to time as permitted hereby.

"Insider" means an "insider" as defined in the United States Bankruptcy Reform Act of 1978, as amended from time to time, or any substitute or replacement legislation (the "Bankruptcy Code").

"Interest Payment Date" means (i) during the Variable Rate Period, the first day of each month, commencing August 1, 1995, (ii) the Conversion Date, and (iii) following the Conversion Date, each July 1 and January 1.

"Issue Date" means the date on which the Series 1995 Bonds are delivered to the purchaser or purchasers thereof upon original issuance.

"Letter of Credit" means the Original Letter of Credit or, upon acceptance by the Trustee of any Alternate Letter of Credit in accordance

with Section 3.7 of the Loan Agreement, such Alternate Letter of Credit, provided, that, for purposes of drawing on the Letter of Credit on a Mandatory Purchase Date, "Letter of Credit" shall mean the Letter of Credit in effect immediately prior to the acceptance of any Alternate Letter of Credit which is to be effective on such Mandatory Purchase Date.

"Loan Agreement" means the Loan Agreement dated as of July 1, 1995, between the City and the Corporation, as the same may be amended or supplemented from time to time as permitted thereby.

"Loan Repayments" means all amounts required to be paid by the Corporation to the Trustee, as the assignee of the City, pursuant to the Promissory Note and Section 3.2 of the Loan Agreement.

"Mandatory Purchase Date" means the effective date of an Alternate Letter of Credit on which the Series 1995 Bonds are required to be purchased in accordance with Section 205(d) hereof.

"Mandatory Purchase Tender Date" means the date which is one (1) Business Day prior to a Mandatory Purchase Date.

"Optional Tender Date" means any Business Day during the Variable Rate Period on which Series 1995 Bonds are required to be purchased by the Trustee at the option of the holder thereof in accordance with Section 205(a) hereof.

"Original Letter of Credit" means the letter of credit issued by the Bank to the Trustee on the Issue Date, which is scheduled to expire not later than July 15, 2000, including any amendment, reissuance, replacement, renewal or extension thereof.

"Outstanding", when used with reference to the Bonds at any date as of which the amount of outstanding Bonds is to be determined, means all Bonds which have been authenticated and delivered by the Trustee hereunder, except:

(a) Bonds cancelled or delivered for cancellation at or prior to such date;

(b) Bonds deemed to be paid in accordance with Section 502 hereof;

(c) Bonds in lieu of which others have been authenticated under Sections 212, 213 and 214 hereof;

(d) untendered Bonds; and

(e) for purposes of any consent, request, demand, authorization, direction, notice, waiver or other action to be taken by the holders of a

specified percentage of Outstanding Bonds hereunder, all Bonds held by or for the account of the City or the Corporation, except that for purposes of any such consent request, demand, authorization, direction, notice, waiver or action the Trustee shall be obligated to consider as not being Outstanding only Bonds known by the Trustee by actual notice thereof to be so held.

"Permitted Investments" means any of the following which are not prohibited under applicable law:

(i) Government Obligations;

(ii) Obligations of a state of the United States, the District of Columbia or any possession of the United States, or any political subdivision thereof, which are described in Section 103(a) of the Code and are rated in one of the highest three major grades at the time of purchase as determined by at least one national rating service or are secured, as to payments of principal and interest, by a letter of credit provided by a financial institution or insurance provided by a bond insurance company which itself or its debt is rated in one of the highest three major grades as determined by at least one national rating service;

(iii) Banker's acceptances, commercial accounts, certificates of deposit, or depository receipts issued by a bank, trust company, savings and loan association, savings bank, credit union or other financial institution whose deposits are, as appropriate, insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or any successor entities and whose reported capital and surplus equal at least $50,000,000;

(iv) Commercial paper rated at the time of purchase within the two highest classifications established by not less than two national rating services, and which matures within two hundred seventy (270) days after the date of issue;

(v) Repurchase agreements against obligations itemized in paragraph (i) above which must be executed by a bank or a trust company or by members of the Association of Primary Dealers or other recognized dealers in United States securities, the market value of which must be maintained at levels at least equal to the amounts advanced and which must be held in the custody of the Trustee or the Trustee's agent;

(vi) Any fund or other pooling arrangement which exclusively purchases and holds the investments itemized in (i) through (v) above; or

(vii) An investment agreement or guaranteed investment contract with a provider whose unsecured long-term debt is rated within the two highest rating classifications at the time of purchase established by at least one national rating service or an investment agreement or guaranteed investment contract which is guaranteed by an entity meeting the provider requirements described in this subparagraph (vii).

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

"Placement Agreement" means the Placement Agreement, dated as of July 1, 1995, among F.B.S. Investment Services, Inc. [on behalf of itself and _____] the City and the Corporation.

"Pledged Agreement" means the Pledge and Security Agreement dated as of July 1, 1995 among the Corporation, the Trustee and the Bank.

"Pledged Bonds" means Series 1995 Bonds purchased by the Trustee with payments made under the Letter of Credit as described in Section 205(f)(ii) hereof and registered in the name of the Corporation or its nominee and held by the Trustee as agent for the Bank pursuant to the provisions of the Pledge Agreement, until such time as such Bonds are remarketed by the Remarketing Agent.

"Project" means the acquisition, construction and equipping of a manufacturing facility, all as more fully described in attached Exhibit D to the Loan Agreement.

"Promissory Note" means the Promissory Note given by the Corporation pursuant to the Loan Agreement, in the form of attached Exhibit C to the Loan Agreement, as the same may be amended, modified or supplemented in accordance with the terms of the Loan Agreement.

"Purchase Date" shall have the meaning set forth in Section 206(a) hereof.

"Purchase Price" means one hundred percent (100%) of the principal amount of the Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) to be purchased pursuant to the provisions of Section 205 hereof plus, in the case of tender for purchase pursuant to Section 205(a), (c) or (d) hereof, accrued interest, if any, thereon to the Optional Tender Date, Conversion Date or Mandatory Purchase Date, as the case may be.

"Rating Agency" means Moody's Investor Services, Inc., or Standard & Poor's Corporation, or their successors and assigns, and, if both such corporations shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Rating Agency" shall be deemed

to refer to any other nationally recognized securities rating agency designated by the Corporation with the approval of the Remarketing Agent, by notice to the City, the Bank, the Trustee and the Remarketing Agent.

"Record Date" means with respect to each Interest Payment Date (i) on and prior to the Conversion Date, the Trustee's close of business on the Business Day next preceding such Interest Payment Date, and (ii) after the Conversion Date, the Trustee's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, regardless whether such day is a Business Day.

"Reimbursement Agreement" means the Reimbursement Agreement, dated as of July 1, 1995, between the Bank and the Corporation, as the same may be amended or supplemented from time to time as permitted thereby, and any similar agreement with respect to an Alternate Letter of Credit.

"Related Person", with reference to any Substantial User, means a "related person" within the meaning of Section 147(a) of the Code, and, with reference to any Principal User, means a "related person" within the meaning of Section 144(a)(3) of the Code.

"Remarketing Agent" means the Remarketing Agent appointed and serving in such capacity under Section 711 hereof.

"Replacement Bonds" means Bonds issued pursuant to Section 214 hereof.

"Security" means the revenues (including Loan Repayments), funds, rights and interests specified in Section 301 of this Indenture.

"Security Interest" or "Security Interests" refer to the security interests created herein and shall have the meanings set forth in the U.C.C..

"Series 1995 Bonds" means the Bonds authorized to be issued pursuant to Sections 201 and 202 hereof.

"State" means the State of Illinois.

"Substantial User" means, with respect to any "facilities" (as the term "facilities" is used in Section 147(a) of the Code), a "substantial user" of such "facilities" within the meaning of Section 147(a) of the Code.

"Surplus Bond Proceeds" means all moneys in the Construction Fund designated as such to the Trustee in the completion certificate signed by the Corporation substantially in the form of Exhibit A attached to the Loan Agreement and any moneys earned thereon remaining after the Trustee's receipt of such certificate.

"Trustee" means First Trust National Association, and any permitted successor trustee under Article VII of this Indenture.

"U.C.C." means the Uniform Commercial Code of the State as now or hereafter amended, whether or not such code is applicable to the parties or the transaction.

"Untendered Bonds" means Untendered Bonds as defined in subsections (a) and (e) of Section 205.

"Variable Rate" means the interest rate on each Series 1995 Bond established pursuant to Section 203(b) hereof.

"Variable Rate Period" means the period from and including the Issue Date to the earlier of (i) the Conversion Date or (ii) the day of payment in full of the Series 1995 Bonds.

Article II.

The Bonds.

Section 201. Authorized Amount Of Series 1995 Bonds.

No Series 1995 Bonds may be issued under the provisions of this Indenture except in accordance with this Article. Pursuant to the Bond Ordinance, the total principal amount of Series 1995 Bonds that may be issued and outstanding hereunder is expressly limited to $2,500,000, subject to the provisions of Sections 212, 213 and 214.

Section 202. Issuance Of Series 1995 Bonds.

The Series 1995 Bonds (i) shall be designated "City of Chicago Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995", (ii) shall be dated the Issue Date, (iii) shall bear interest from the date thereof or such later date to which interest has been paid (including with respect to Series 1995 Bonds so tendered, a Mandatory Purchase Date, Conversion Date or Optional Tender Date), until paid, at the rates set forth in Section 203 (computed on the basis of a 365/366-day year, as the case may be, on actual days elapsed prior to the Conversion Date and a 360-day year of twelve (12) thirty (30) day months thereafter, and (iv) shall mature, unless sooner paid, on July 1, 2010.

The Series 1995 Bonds shall be issued as registered bonds without coupons and shall be issued prior to the Conversion Date in the denomination of

$100,000 or any integral multiple thereof, and on and after the Conversion Date in the denomination of $5,000 or any integral multiple thereof. The Series 1995 Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Trustee.

The principal of and the redemption premium, if any, and the interest on the Series 1995 Bonds shall be payable in lawful money of the United States of America. The principal of and redemption premium, if any, on the Series 1995 Bonds and the Purchase Price of the Series 1995 Bonds shall be payable at the principal corporate trust office of the Trustee. The interest on the Series 1995 Bonds shall be paid by check or draft mailed by the Trustee to the Persons in whose names the Series 1995 Bonds are registered on the registration books maintained by the Trustee at the close of business on the Record Date next preceding each Interest Payment Date; provided, however, (i) any registered holder of Series 1995 Bonds in the aggregate principal amount of $1,000,000 or more as of the close of business on the Record Date preceding any Interest Payment Date may, by prior written instructions filed with the Trustee on or before the second Business Day preceding such Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), instruct that interest payments for any period be made by wire transfer to any bank located in the continental United States, and (ii) interest accruing on any Pledged Bonds since the immediately prior Interest Payment Date shall be paid by the Trustee to the Bank pursuant to the terms of the Pledge Agreement.

If any payment of interest or principal or redemption premium on the Series 1995 Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

The provisions of the Series 1995 Bonds shall control to the extent of any conflict with the provisions hereof.

Section 203. Interest Rate On Series 1995 Bonds.

(a) The Series 1995 Bonds shall bear interest as provided herein from the Issue Date to the date of payment in full of the Series 1995 Bonds. Interest accrued on the Series 1995 Bonds shall be paid on each Interest Payment Date. The interest rate on the Series 1995 Bonds will be determined as provided in this section, provided that the Variable Rate shall not exceed the lesser of twelve percent (12%) per annum or the maximum rate permitted by applicable law and, provided further, the Fixed Rate shall not exceed the maximum rate permitted by applicable law. Interest on the Series 1995 Bonds will be payable at the Variable Rate from the Issue Date until the earlier of the Conversion Date or the date of payment in full of the Series 1995 Bonds.

(b) The Variable Rate on the Issue Date shall be _____% per annum. Thereafter, during the Variable Rate Period, the Variable Rate shall be determined by the Remarketing Agent by 3:00 P.M., Chicago, Illinois time on each Wednesday (or the immediately preceding Business Day if Wednesday is not a Business Day) for the next Calendar Week and shall be the rate of interest which if borne by the Series 1995 Bonds, would, in the judgment of the Remarketing Agent, having due regard to the prevailing financial market conditions for tax-exempt revenue bonds or other tax-exempt securities of the same general nature as the Series 1995 Bonds or tax-exempt securities which are comparable as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of the Series 1995 Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds (exclusive of accrued interest, if any) at a price of par at the time such interest rate is determined. The Variable Rate as so determined shall be uniform during each Calendar Week for all Series 1995 Bonds. If no Remarketing Agent shall be serving hereunder, or if for any reason the Remarketing Agent has not determined the Variable Rate on a Wednesday (or immediately preceding Business Day if such Wednesday is not a Business Day) for the next Calendar Week, the Variable Rate effective for any Series 1995 Bond for such Calendar Week shall be the Variable Rate most recently determined by the Remarketing Agent for such Series 1995 Bond as aforesaid.

(c) The Series 1995 Bonds shall bear interest at the Fixed Rate during the Fixed Rate Period. The Fixed Rate for the Series 1995 Bonds shall be determined by the Remarketing Agent on the Computation Date and shall be the rate determined by the Remarketing Agent on the Computation Date to be the rate which, if borne by the Series 1995 Bonds would, in the judgment of the Remarketing Agent having due regard to prevailing market conditions for tax-exempt revenue bonds or other tax-exempt securities comparable to the Series 1995 Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Series 1995 Bonds or portion thereof tendered (or deemed to have been tendered) for purchase at a price of par (exclusive of accrued interest, if any) on the Computation Date; provided, however, that the Fixed Rate shall not exceed the maximum rate permitted by applicable law. If for any reason the Remarketing Agent fails to determine the Fixed Rate by the close of business on the Computation Date, the Series 1995 Bonds shall continue to bear interest at the Variable Rate determined in accordance with Section 203(b) hereof. The Fixed Rate for the Series 1995 Bonds shall be set forth in a written notice of the Remarketing Agent (or, if no Remarketing Agent is serving hereunder, the Trustee) sent to the Corporation, the City and the Trustee by the Remarketing Agent (or, if no Remarketing Agent is serving hereunder, the Trustee) on the Computation Date.

(d) The determination of the Variable Rate or the Fixed Rate by the Remarketing Agent shall be conclusive and binding upon the City, the Corporation, the Trustee, the Remarketing Agent and the Bondholders.

(e) In determining the interest rate that the Series 1995 Bonds shall bear as provided in this section, neither the Remarketing Agent nor the Trustee shall have any liability to the City, the Corporation, the Trustee or any Bondholder except for its gross negligence or willful misconduct.

(f) The Remarketing Agent shall give the Trustee, the Corporation and the Bank prompt telephonic notice from time to time upon request regarding the determination of the Variable Rate for each Calendar Week as determined pursuant to Section 203(b) hereof and shall provide written confirmation of such determinations on a monthly basis to the Trustee, the Corporation and the Bank. Any other change in the Variable Rate with respect to any Series 1995 Bond or Bonds shall be communicated promptly by the Remarketing Agent to the Trustee, the Corporation and the Bank, via telephonic notice and confirmed in writing, by 3:00 P.M. Chicago, Illinois time on the day on which such change is determined by the Remarketing Agent. Any Bondholder may request the Variable Rate with respect to any Series 1995 Bond or Bonds from the Trustee, the Remarketing Agent or the Bank.

Section 204. Conversion Of Interest Rate On Series 1995 Bonds.

(a) During the Variable Rate Period, the interest rate(s) on the Series 1995 Bonds, at the option of the Corporation, shall be converted from the Variable Rate to the Fixed Rate, upon delivery by the Corporation to the Trustee, the Remarketing Agent, the Bank and the City:

(1) on any Business Day during the Variable Rate Period, of (i) a notice (the "Conversion Notice") stating that the Corporation intends to convert the interest rate(s) on the Series 1995 Bonds to the Fixed Rate and specifying the Conversion Date, which date shall be the first Business Day of the second calendar month after the calendar month during which the Trustee receives the Conversion Notice; (ii) a written commitment from the Bank to amend the Letter of Credit then in effect or another bank to issue an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement; and (iii) an opinion of Bond Counsel stating that under the laws existing on the date of the Conversion Notice, the conversion of the interest rate(s) on the Series 1995 Bonds to the Fixed Rate will not cause the interest on the Series 1995 Bonds to be included in gross income for federal income tax purposes; and

(2) by 10:00 A.M. Chicago, Illinois time on the Business Day immediately preceding the Conversion Date, of (i) a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (A) the

conversion of the interest rate(s) on the Series 1995 Bonds will not cause the interest on the Series 1995 Bonds to be included in gross income for federal income tax purposes and (B) the Fixed Rate does not exceed the maximum rate permitted by applicable law; and (ii) an amendment to the Letter of Credit then in effect or an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement.

The option to cause the conversion from the Variable Rate to the Fixed Rate may not be exercised by the Corporation prior to January 1, 1996.

(b) Upon receipt from the Corporation of a Conversion Notice and an opinion of Bond Counsel described in Section 204(a)(1) hereof, the Trustee shall within five (5) Business Days give notice by mail to the Bondholders as provided in Section 905, which notice shall be in substantially the form of notice attached hereto as Exhibit A. Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. At the direction of the Corporation, the Trustee shall also mail to the Bondholders any disclosure materials provided by the Corporation with respect to the Corporation and the issuer of the Letter of Credit which will secure the Fixed Rate Bonds.

(c) If the Trustee receives written notification from the Corporation by 10:00 A.M. Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of its decision not to elect the conversion of the interest rate(s) on the Series 1995 Bonds to the Fixed Rate on the Conversion Date or if the Corporation fails to deliver to the Trustee by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date, the supplemental opinion of Bond Counsel as required by subsection (a)(2) of this section, the interest rate on the Series 1995 Bonds shall not be converted to the Fixed Rate on the Conversion Date and the Series 1995 Bonds shall continue to bear interest at the Variable Rate. In such event, Series 1995 Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased on the Conversion Date in accordance with the provisions of Section 205(f) hereof. Further, the City, the Corporation, the Trustee and the Bondholders, other than those Bondholders whose Series 1995 Bonds were tendered (or deemed tendered) for purchase on the Conversion Date, shall be restored to their former positions and rights hereunder with respect to the Series 1995 Bonds, and all rights of the City, the Trustee and the Corporation hereunder shall continue as if no such proceedings for the conversion of the interest rate on the Series 1995 Bonds had been taken. The Trustee shall promptly notify the City and the Bondholders by mail (and shall immediately notify the Bank and the Remarketing Agent by telephone) in the event that the interest rate on the Series 1995 Bonds is not converted on the Conversion Date as provided herein.

(d) No conversion of the interest rate on the Series 1995 Bonds shall occur under this section if at the time of such conversion an Event of Default shall have occurred hereunder and be continuing with respect to the Series 1995 Bonds.

(e) No Conversion Notice may be given if a Mandatory Purchase Date has been established and is existing pursuant to Section 205(d).

(f) The Series 1995 Bonds shall not be subject to purchase as provided in Section 205 after the Conversion Date.

Section 205. Tender Of Series 1995 Bonds For Purchase.

(a) During the Variable Rate Period, the holders of the Series 1995 Bonds shall have the right to tender any Series 1995 Bond or Bonds (or portion thereof in an amount of $100,000 or any integral multiple thereof) to the Trustee as tender agent for purchase at the Purchase Price on any Optional Tender Date, but only upon:

(1) delivery to the Trustee at its principal corporate trust office at the address set forth in Section 905 hereof of an irrevocable written notice (such notice may be delivered by facsimile, with an original executed notice promptly sent by first class mail) in substantially the form of (Sub)Exhibit I to the Form of Variable Rate Bond attached hereto as Exhibit C at least seven (7) days prior to the Optional Tender Date, in which event the Trustee shall give the Remarketing Agent, the Corporation and the Bank prompt telephonic notice of the receipt of such written notice; and

(2) delivery of such Series 1995 Bond or Bonds (with an appropriate instrument of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office at the address set forth in Section 905 hereof at or prior to 10:00 A.M., Chicago, Illinois time, on such Optional Tender Date; provided, however, that no Series 1995 Bond (or portion thereof in an Authorized Denomination) shall be purchased unless the Series 1995 Bond so delivered to the Trustee shall conform in all respects to the description thereof in the aforesaid notice.

Any election of a Bondholder to tender a Series 1995 Bond or Bonds (or portion thereof as aforesaid) for purchase on any Optional Tender Date in accordance with this subsection (a) shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If a Bondholder fails to deliver such Bond or Bonds (or portion thereof as aforesaid) to the Trustee as tender agent on or prior to 10:00 A.M., Chicago, Illinois time, on such Optional Tender Date, such Series 1995 Bond or Bonds (or portion thereof as aforesaid) which are not delivered to the Trustee shall be deemed to have been properly tendered to the Trustee and,

to the extent that there shall be on deposit with the Trustee on or before the Optional Tender Date an amount sufficient to pay the Purchase Price (such Series 1995 Bond or Bonds being hereinafter referred to as an "Untendered Bond" or "Bonds"), such Untendered Bond or Bonds shall cease to constitute or represent a right to payment of principal or interest therein and shall constitute and represent only the right to the payment of the Purchase Price payable on the Optional Tender Date. The foregoing shall not limit the entitlement of any bondholder on any Record Date immediately preceding the Optional Tender Date to receipt of interest on such Optional Tender Date.

(b) Any Series 1995 Bond or Bonds tendered to the Trustee, as tender agent, by a holder for purchase on any date occuring after the date notice is given by the Trustee to the Bondholders as provided in Section 204(b) hereof through the Conversion Date may not be remarketed except to a purchaser who delivers to the Trustee at the time of such purchase a written statement to the effect that such purchaser agrees to accept the Fixed Rate on the Conversion Date or to deliver such Bond or Bonds for purchase pursuant to subsection (c) of this section.

(c) Upon any conversion of the interest rate on the Series 1995 Bonds to the Fixed Rate, the holders of the Bonds shall tender all Series 1995 Bonds (with appropriate instruments of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office at the address set forth in Section 905 hereof on or before the Fixed Rate Tender Date for purchase on the Conversion Date at the Purchase Price, except for any Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) the holder of which shall deliver to the Trustee at its principal corporate trust office at the address set forth in Section 905 hereof at least ten (10) business days prior to the Conversion Date an irrevocable written notice in substantially the form of (Sub)Exhibit II to the form of Variable Rate Series 1995 Bond attached hereto as Exhibit C.

(d) During the Variable Rate Period, the Series 1995 Bonds shall be subject to purchase on each Mandatory Purchase Date as hereinafter provided:

(1) If the Corporation delivers to the Trustee not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect satisfactory evidence that the Corporation has obtained an Alternate Letter of Credit to be effective upon or prior to the fifteenth (15th) day immediately preceding such stated expiration date and specifying the name of the issuer of the Alternate Letter of Credit, the holders of the Bonds shall tender all Series 1995 Bonds (with appropriate instruments of transfer duly executed in blank), except those Series 1995 Bonds which the holder thereof elects not to tender pursuant to clause (4) of this subsection (d), to the Trustee as tender agent at its principal corporate trust office at the address set forth in Section 905 hereof on or before the applicable Mandatory Purchase Tender Date for purchase on

the applicable Mandatory Purchase Date at the Purchase Price. If the Corporation fails to deliver such satisfactory evidence and fails to provide the Trustee not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect an extension of such Letter of Credit for a period of not less than one (1) year ending on any July 15, then the Series 1995 Bonds will be called for special mandatory redemption pursuant to the provisions of Section 217(d) hereof.

(2) Upon the Series 1995 Bonds becoming subject to tender for purchase as provided in clause (1) above, the Trustee shall within five (5) Business Days after receipt of the letter specified in clause (1) above, give telephonic notice to the Remarketing Agent and the Bank and give notice by certified mail to the Bondholders, which notice shall be in substantially the form of notice attached hereto as Exhibit B. Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. At the direction of the Corporation, the Trustee shall also mail to the Bondholders any disclosure materials provided by the Corporation with respect to the Alternate Letter of Credit.

(3) The Series 1995 Bonds shall be tendered for purchase as provided in this subsection (d), except for any Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) the holder of which shall deliver to the Trustee at its principal corporate trust office at the address set forth in Section 905 hereof at least five (5) Business Days prior to the Mandatory Purchase Date an irrevocable written notice in substantially the form of (Sub)Exhibit III to the form of Variable Rate Series 1995 Bond attached hereto as Exhibit C.

(4) If the Corporation fails to deliver the Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date, such failure shall constitute an Event of Default hereunder and the payment of the principal of and interest on the Series 1995 Bonds shall be declared due and payable pursuant to Section 602 hereof.

(e) Any election by a Bondholder to retain any Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) and not to tender such Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) for purchase on the Conversion Date or applicable Mandatory Purchase Date, as the case may be, in accordance with subsection (c) or (d), shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If the Bondholder fails to give notice of such an election with respect to any Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) and thereafter fails to deliver such Series 1995 Bond or Bonds to the Trustee as tender agent on or before the Fixed Rate Tender Date or Mandatory Purchase Tender Date, as the case may be, as required by subsection (c) or (d), such Series 1995 Bond or Bonds (or portions thereof

in Authorized Denominations) which are not delivered to the Trustee shall be deemed to have been properly tendered to the Trustee and, to the extent that there shall be on deposit with the Trustee on or before the Conversion Date or Mandatory Purchase Date, as the case may be, an amount sufficient to pay the Purchase Price (such Series 1995 Bond or Bonds being hereinafter referred to as an "Untendered Bond" or "Bonds"), such Untendered Bond or Bonds shall cease to constitute or represent a right to payment of principal or interest thereon and shall constitute and represent only the right to the payment of Purchase Price payable on or after the Conversion Date or Mandatory Purchase Date, as the case may be. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Conversion Date or Mandatory Purchase Date to receipt of interest due on such date. The Trustee will inform the Remarketing Agent by telephone on each date on which the Trustee receives notice from a Bondholder or Bondholders to retain any Series 1995 Bonds on the Fixed Rate Tender Date or a Mandatory Purchase Tender Date, as the case may be, of the principal amount of Series 1995 Bonds to be retained on each such date.

(f) On each Optional Tender Date and Mandatory Purchase Date and on the Conversion Date, there shall be purchased (but solely from funds received by the Trustee in accordance with the terms hereof) the Series 1995 Bond or Bonds (or portions thereof in Authorized Denominations) tendered (or deemed to have been tendered) to the Trustee for purchase in accordance with this section at the Purchase Price. Funds for the payment of the Purchase Price shall be paid by the Trustee solely from the following sources and in the following order of priority:

(i) proceeds of the remarketing of such tendered Series 1995 Bonds pursuant to Section 206 which constitute Eligible Funds and which have been delivered to the Trustee;

(ii) moneys drawn under the Letter of Credit by the Trustee pursuant to clause (ii) of Section 309(a); and

(iii) any other moneys furnished by the Corporation for purchase of Series 1995 Bonds.

Series 1995 Bonds (or portions thereof in Authorized Denominations) purchased as provided above shall be delivered as provided in Section 207. In the event that only a portion of any Bond or Bonds shall be tendered (or deemed to have been tendered) for purchase by the holder thereof, there shall be issued to the holder of such Bond or Bonds, without charge thereof, a new Bond or Bonds as provided in Section 213 of the Indenture in any authorized denomination or denominations (as specified by such Bondholder by written notice) and in an aggregate principal amount equal to the principal amount of such Bond or Bonds not tendered or not deemed to have been tendered for purchase.

(g) With respect to any Untendered Bond, the Trustee shall do the following:

(i) Promptly notify by first class mail the holder of such Untendered Bond that:

(A) the Untendered Bond is no longer Outstanding; and

(B) funds equal to the applicable Purchase Price for such Bond are being held on behalf of such holder, without interest, in the Bond Purchase Fund;

(ii) enter on the register that the Untendered Bond is no longer Outstanding; and

(iii) hold an amount equal to the Purchase Price for such Bond, without interest, and pay such amount to such holder upon presentation of the certificate representing the Untendered Bond.

Section 206. Remarketing Of Series 1995 Bonds.

(a) Upon receipt of any notice given pursuant to Section 205 that any Series 1995 Bonds will be or are required to be tendered for purchase in accordance with Section 205, the Remarking Agent shall, unless otherwise directed by the Corporation, use its best efforts to remarket such Series 1995 Bonds (or portions thereof in Authorized Denominations) for purchase on or after any Optional Tender Date, the Conversion Date or any Mandatory Purchase Date at a price of one hundred percent (100%) of the principal amount of such Bonds (plus accrued interest, if any).

The Remarking Agent shall direct any purchasers obtained by it to deliver the Purchase Price to the Trustee by no later than 10:00 A.M., Chicago, Illinois time, on the Optional Tender Date, Mandatory Purchase Date or Conversion Date, as the case may be (each of the foregoing Dates is hereinafter referred to as a "Purchase Date"). Prior to 12:00 Noon, Chicago, Illinois time, on the Business Day immediately preceding the Purchase Date, the Remarketing Agent shall give notice communicated by means of telephone, confirmed within one Business Day in writing, to the Trustee which notice shall state the principal amount of Series 1995 Bonds remarketed, the names, addresses and taxpayer identification number of the purchasers and the denominations in which the Series 1995 Bonds are to be issued to each purchaser. If less than all of the Series 1995 Bonds to be tendered on the Purchase Date have been remarketed, then the Remarketing Agent shall include in the notice described in the immediately preceding sentence of this section a description of the principal amount of Series 1995 Bonds which have not been remarketed (the "Deficiency"). The Trustee, upon receipt of a notice from the Remarketing Agent that less than all of the Bonds to be tendered on the Purchase Date have been remarketed

as provided in the previous two sentences of this section, shall, prior to 4:00 P.M., Chicago, Illinois time, on the same day that such is received, make a Bond Purchase Draft (as defined in the Letter of Credit) drawing under the Letter of Credit in the amount of the Deficiency, payment to be made thereunder to the Trustee, in immediately available funds, not later than 12:00 Noon, Chicago, Illinois time on the Purchase date. By 11:00 A.M., Chicago, Illinois time, on the Purchase Date, the Trustee shall by means of telephone, confirmed within one Business Day in writing, notify the Remarketing Agent, the Corporation and the Bank of any Series 1995 Bonds which have been remarketed for which payment has not been received by 11:00 A.M., Chicago, Illinois time, on the Purchase Date, the Trustee shall make a Bond Purchase Draft drawing under the Letter of Credit in the amount of such reduction in the remarketing proceeds, payment to be made thereunder to the Trustee, in immediately available funds, not later than 2:00 P.M. Chicago, Illinois time on the Purchase Date. All remarketing proceeds described in Section 205(f)(i) which have been received by the Trustee on the Purchase Date prior to any Bond Purchase Draft drawing as described in the preceding sentence and any payments received by the Trustee as a result of a Bonds Purchase Draft drawing under the Letter of Credit shall be deposited in the Bond Purchase Fund. Such moneys deposited in the Bond Purchase Fund shall not be commingled with any other funds which do not constitute Eligible funds. All other remarketing proceeds so transferred to the Trustee shall be promptly remitted by the Trustee to the Bank to the extent of any amounts due the Bank pursuant to the Reimbursement Agreement and, during any such time held by the Trustee, shall be held in trust by the Trustee for the Bank in the Bank Reimbursement Fund until remitted to the Bank. In the event that such remarketing proceeds are not received by the Trustee by 2:00 P.M., Chicago, Illinois time, on any Business Day, such proceeds shall not be used to cause a reinstatement of the amount available to be drawn under the Letter of Credit, and the Trustee shall not deliver any Series 1995 Bonds to be purchased with such proceeds, until the next succeeding Business Day.

(b) The Remarketing Agent shall not be required to remarket any Series 1995 Bonds pursuant to this section if it has actual knowledge that an Event of Default under Subsections (a), (b), (c), (f) or (g) of Section 601 hereof shall have occurred and be continuing hereunder with respect to the Series 1995 Bonds.

(c) The Remarketing Agent shall not knowingly remarket any Series 1995 Bonds, other than Pledged Bonds, to the City, the Corporation or any Insider of the City or the Corporation pursuant to this section prior to the expiration or earlier termination of the Letter of Credit unless, prior to such remarketing, the Trustee and the Remarketing Agent shall have received an unqualified opinion of Counsel experienced in bankruptcy matters and satisfactory to the Trustee to the effect that such remarketing would not result in a preferential payment pursuant to the provisions of Section 574 of the United States Bankruptcy Code, in the event of an Act of Bankruptcy by

the Corporation, the City or an Insider of the Corporation or the City following such remarketing.

Section 207. Delivery Of Purchased Series 1995 Bonds.

(a) Series 1995 Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in Section 205(f)(i) hereof shall be delivered by the Trustee to the purchasers thereof upon receipt of payment therefor.

(b) Series 1995 Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in Section 205(f)(ii) hereof shall be registered in the name of the Corporation or its nominee and be held by the Trustee as Pledged Bonds or cancelled by the Trustee at the written direction of the Bank pursuant to the Pledge Agreement. Upon the release of any Series 1995 Bonds as Pledged Bonds pursuant to the Pledge Agreement, such Series 1995 Bonds remarketed pursuant to the provisions of Section 206 hereof shall be delivered to or upon the order of the purchasers thereof.

(c) Series 1995 Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in Section 205(f)(iii) shall, at the direction of the Corporation, be (A) delivered as instructed by the Corporation or (B) delivered to the Trustee for cancellation; provided, however, that any Series 1995 Bonds so purchased after the selection thereof by the Trustee for redemption shall be delivered to the Trustee for cancellation.

Series 1995 Bonds delivered as provided in this section shall be registered in the manner directed by the recipient thereof.

Section 208. Execution; Limited Obligation.

The Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Comptroller, shall have impressed, imprinted or lithographed in facsimile thereon the official seal of the City and shall be attested with the facsimile or manual signature of the City Clerk. In case any official whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the City by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the City, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds And The Obligation To Pay Interest Thereon And Any Redemption Premium With Respect Thereto Do Not Now And Shall Never Constitute An Indebtedness Or An Obligation Of The City Within The Purview Of Any Constitutional Limitation Or Statutory Provision, But Shall Be Limited Obligations Of The City Payable Solely From The Revenues And Income Derived From The Loan Agreement, The City Note And The Letter Of Credit And From Amounts On Deposit With The Trustee Pursuant Hereto. No Owner Of The Bonds Shall Have The Right To Compel The Exercise Of The Taxing Power, If Any, Of The City, The State Or Any Political Subdivision Thereof To Pay Any Principal Installment Of, Redemption Premium, If Any, Or Interest On the Bonds.

No Recourse Shall Be Had For The Payment Of The Principal Of, Redemption Premium, If Any, And Interest On Any Of The Bonds Or For Any Claim Based Thereon Or Any Obligation, Covenant Or Agreement Contained In This Indenture Or The Loan Agreement Against Any Past, Present Or Future Official, Officer, Agent, Director Or Employee Of The City, Of Any Official, Officer, Employee Or Director Of Any Successor Entity, Either Directly Or Through The City Or Any Successor Entity, 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 Official, Officer, Employee, Director Or Agent Is Hereby Expressly Waived And Released As A Condition Of And Consideration For The Execution Of This Indenture And The Loan Agreement And The Issuance Of The Bonds.

Section 209. Certificate Of Authentication.

No Bonds shall be secured hereby or entitled to the benefit hereof or shall be or become valid or obligatory for any purpose unless there shall be endorsed thereon a certificate of authentication, substantially in the form as set forth in the forms of Series 1995 Bond attached hereto as Exhibits C and D, executed by the Trustee; and such certificate on any Bond issued by the City shall be conclusive evidence and the only competent evidence that it has been duly authenticated and delivered hereunder.

Section 210. Form Of Series 1995 Bonds.

(a) Prior to the Conversion Date, the Series 1995 Bonds, the Trustee's certificate of authentication and the form of assignment shall be in substantially the form set forth in Exhibit C attached hereto, with such appropriate variations, omissions, substitutions and insertions as are permitted or required hereby or are required by law and may have such letters, numbers or other marks of identification and such legends and endorsements placed thereon as may be required to comply with any applicable laws or rules or regulations, or as may, consistently herewith, be

determined by the officers executing such Series 1995 Bonds, as evidenced by their execution of the Series 1995 Bonds.

(b) The Bonds shall be in either typewritten or printed form, as the Corporation with the consent of the Remarketing Agent shall direct, on behalf of the City, provided that any expenses incurred in connection therewith shall be paid by the Corporation.

(c) On and after the Conversion Date, Series 1995 Bonds authenticated and delivered hereunder, and the Trustee's certificate of authentication and the form of assignment, shall be in substantially the form of the Series 1995 Bond set forth in Exhibit D attached hereto, with such changes as permitted in paragraph (a) of this section.

Section 211. Delivery Of Series 1995 Bonds.

Upon the execution and delivery hereof, the City shall execute the Series 1995 Bonds and deliver them to the Trustee, and the Trustee shall authenticate the Series 1995 Bonds and deliver them to such purchaser or purchasers as shall be directed by the City as hereinafter in this section provided.

Prior to the direction by the City to the Trustee to deliver any of the Series 1995 Bonds there shall be filed with the Trustee:

(a) a copy certified by an authorized officer of the City, of all resolutions adopted and proceedings had by the City authorizing the issuance of the Series 1995 Bonds including Bond Ordinance;

(b) an original executed counterpart of this Indenture, the Loan Agreement, the Pledge Agreement and the Placement Agreement and the original executed Promissory Note;

(c) the executed Original Letter of Credit;

(d) an original Remarketing Agreement dated as of July 1, 1995 between the Remarketing Agent and the Corporation, pursuant to which the Remarketing Agent accepts the obligations imposed upon it pursuant to this Indenture;

(e) copies of any Financing Statements filed to perfect the security interests;

(f) a copy of completed IRS Form 8038 to be filed by or on behalf of the City pursuant to Section 149(e) of the Code;

(g) an original executed counterpart of the certificate of the City establishing its reasonable expectations to the effect that the Series 1995

Bonds will not be "arbitrage bonds" within the meaning of Section 148(a) of the Code;

(h) an opinion of Bond Counsel addressed to the City and the Trustee to the effect that the interest on the Series 1995 Bonds is excludable from gross income for federal income tax purposes and that this Indenture and the Loan Agreement have been duly authorized, executed and delivered by the City and are valid and binding agreements of the City;

(i) An opinion of Corporation Counsel for the City, addressed to the City, Trustee and Bond Counsel, to the effect that the Bond Ordinance has been duly adopted and is currently in full force and effect and that this Indenture, the Loan Agreement and the Placement Agreement have been duly authorized, executed and delivered by the City and are the legal, valid and binding obligations of the City;

(j) An opinion of Counsel for the Corporation addressed to the City and the Trustee to the effect that the Loan Agreement, the Promissory Note, the Pledge Agreement, the Security Documents and the Placement Agreement have been duly authorized, executed and delivered by the Corporation and are legal, valid and binding agreements of the Corporation;

(k) An opinion of Counsel for the Bank addressed to the City and the Trustee to the effect that the Letter of Credit has been duly executed and delivered by the Bank and is a legal, valid and binding obligation of the Bank;

(l) A request and authorization to the Trustee on behalf of the City directing the Trustee to authenticate and deliver the Series 1995 Bonds in such specified denominations as permitted herein to the initial purchaser or purchasers therein identified upon payment to the Trustee, but for the account of the City, of a specified sum of money; and

(m) Such other documents, opinions of Counsel and certificates as the Trustee, City or Bank may require.

Upon receipt of the foregoing, the Trustee shall authenticate and deliver the Series 1995 Bonds as provided above.

Section 212. Mutilated, Lost, Stolen Or Destroyed Bonds.

If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate and deliver a new Bond of the same series and the same maturity, interest rate, principal amount and tenor in lieu of and in substitution for the Bond 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 City and the Trustee evidence satisfactory to each of them of the ownership of such Bond and of such loss, theft or destruction, together with indemnity satisfactory to the Trustee and the City and compliance with such other reasonable requirements as the City and Trustee may prescribe. If any such Bond shall have matured or a redemption date pertaining thereto shall have passed, instead of issuing a new Bond the City, in its discretion, may pay the same without surrender thereof. The City and the Trustee may charge the holder of such Bond with their reasonable fees and expenses in this connection.

Section 213. Exchangeability And Transfer Of Bonds; Persons Treated As Owners.

The Trustee is hereby constituted and appointed the bond registrar for the Bonds and shall maintain books for the registration of the Bonds and for the registration of transfer of the Bonds as provided herein.

Any holder of a Bond, in person or by his duly authorized attorney, may transfer title to his Bond on the books of registration kept by the Trustee, upon surrender thereof at the principal corporate trust office of the Trustee, together with a written instrument of transfer (in substantially the form of assignment attached to the Bond) executed by the holder or his duly authorized attorney, and upon surrender for registration of transfer of any Bond, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same series and the same aggregate principal amount and tenor as the Bond surrendered and of any Authorized Denomination.

Bonds may be exchanged upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the trustee executed by the Bondholder or his attorney duly authorized in writing, for an equal aggregate principal amount of Bonds of the same series and the same aggregate principal amount and tenor as the Bonds being exchanged and of any Authorized Denomination. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

Such registration of transfers or exchanges of Bonds shall be without charge to the holders of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the holder of the Bond requesting such registration of transfer or exchange as a condition precedent to the exercise of such privilege. Any service charge made by the Trustee for any such registration, transfer or exchange shall be paid by the Corporation.

The Trustee shall not register any transfer of any Bond (or portion thereof) after notice calling such Bond (or portion thereof) for redemption or partial redemption has been given and prior to such redemption, except for such transfer to a holder who delivers to the Trustee at the time of such transfer a written statement to the effect that such holder acknowledges that such Bond has been called for redemption and the date of such redemption.

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, except that payment of or on account of either principal, premium, if any, or interest shall be made only to or upon the order of the holder of record as of the Record Date or its duly authorized attorney, but such registration may be changed as hereinabove provided. All such payment shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

By Acceptance Of Any Bond, The Bondholder Agrees That It Will Not Transfer Or Grant Participations In Such Bond In Denominations Of Less Than $100,000 During The Variable Rate Period.

All Bonds issued upon any transfer or exchange of Bonds shall be valid and binding limited obligations of the City, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Bonds surrendered upon such transfer or exchange.

In execution of any Bond upon any exchange or transfer provided for in this section, the City may rely conclusively on a representation of the Trustee that such execution is required.

Section 214. Replacement Bonds.

The City shall execute and the Trustee shall authenticate and deliver Replacement Bonds to replace (i) Series 1995 Bonds outstanding upon conversion of the interest rate on the Series 1995 Bonds to the Fixed Rate pursuant to Section 204, in which case such Replacement Bonds shall be in substantially the form of Series 1995 Bonds attached hereto as Exhibit D, provided that Series 1995 Bonds which have been retained by the holders thereof upon such conversion pursuant to Section 205(c) hereof shall be replaced only upon due presentment and surrender of such Series 1995 Bonds to the Trustee, and (ii) Series 1995 Bonds purchased on an Optional Tender Date or a Mandatory Purchase Date pursuant to Section 205(f) hereof in which case such Replacement Bonds shall be in substantially the form of Series 1995 Bond attached hereto as Exhibit C and containing such terms and provisions as are applicable to the Series 1995 Bonds following the Optional Tender Date or the Mandatory Purchase Date, as the case may be, and having excised therefrom the terms and provisions which are not so applicable. Any such Replacement Bond shall be executed and authenticated as provided in this Indenture. The Corporation shall bear all

expenses in connection with the preparation and delivery of the Replacement Bonds.

Section 215. Cancellation.

All Bonds which have been surrendered pursuant to Section 212, 213 or 214 of this Indenture or for the purpose of purchase upon tender as provided herein, payment upon maturity or redemption prior to maturity shall be cancelled by the Trustee. All Untendered Bonds shall be deemed cancelled. Upon final maturity or payment in full of all Bonds, the Trustee shall cancel all Bonds held as inventory.

Section 216. Ratably Secured.

All Bonds, except for Untendered Bonds, issued hereunder are and are to be, to the extent provided in this Indenture (except that the Letter of Credit shall only secure the Series 1995 Bonds), equally and ratably secured by this Indenture without preference, priority or distinction on account of the actual time or times of the authentication or delivery or maturity of the Bonds so that, subject as aforesaid all Bonds at any time outstanding hereunder shall have the same right, lien and preference under and by virtue of this Indenture and shall all be equally and ratably secured hereby with like effect as if they had all been executed, authenticated and delivered simultaneously on the date hereof, whether the same, or any of them, shall actually be disposed of at such date, or whether they, or any of them, shall be disposed of at some future date. Notwithstanding the foregoing, any Bond which is registered in the name of the Corporation or held by the Bank, whether pursuant to the Pledge Agreement or otherwise, shall not be entitled to any benefit of the Letter of Credit.

Section 217. Redemption Of Series 1995 Bonds.

The Series 1995 Bonds shall be subject to redemption prior to maturity as follows:

(a) Optional Redemption. On or prior to the Conversion Date, the Series 1995 Bonds are subject to redemption by the City, at the option of the Corporation, at any time upon the giving of notice pursuant to Section 219 hereof, in whole or in part in multiples of $100,000, at the redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

After the Conversion Date, the Series 1995 Bonds are subject to redemption by the City, at the option of the Corporation, or or after the First Redemption Date, in whole at any time or in part in multiples of $5,000 on any Interest Payment Date for which notice can be given

pursuant to Section 219 hereof, at the redemption prices (expressed as percentages of principal amount) set forth in the following table plus accrued interest to the redemption date:

Redemption Dates	Redemption Prices
First Optional Redemption Date through the following June 30	102%
First Anniversary of the First Optional Redemption Date through the following June 30	101%
Second Anniversary of the First Redemption Date and thereafter	100%

(b) Mandatory Redemption. The Series 1995 Bonds shall be called for redemption in the event (1) insurance or condemnation proceeds are deposited in the Bond Fund pursuant to Article VII of the Loan Agreement or (2) of a Determination of Taxability. If called for redemption pursuant to (1) above, the Series 1995 Bonds shall be subject to redemption to the extent of such insurance or condemnation proceeds deposited in the Bond Fund at any time upon the giving of notice pursuant to Section 219 hereof at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. If called pursuant to (2) above, the Series 1995 Bonds shall be subject to redemption by the City in whole at the earliest practicable date for which notice can be given pursuant to Section 219 hereof following a Determination of Taxability at one hundred percent (100%) of the aggregate principal amount of Series 1995 Bonds outstanding plus accrued interest to the redemption date.

(c) Mandatory Sinking Fund Redemption. The terms of this Section 217(c) shall apply both before and after any Conversion Date and notwithstanding any other provision of this Indenture.

The Series 1995 Bonds are subject to mandatory sinking fund redemption in part prior to maturity, at a redemption price equal to one hundred percent (100%) of the principal amount of the Series 1995 Bonds to be redeemed, plus accrued interest to the redemption date, on the dates set forth below (each such date is hereinafter referred to as a "Sinking Fund Payment Date"), and in the following principal amounts of Series 1995 Bonds (after credit as provided below:

July 1	Principal Amount	July 1	Principal Amount
1996		2004	
1997		2005	
1998		2006	
1999		2007	
2000		2008	
2001		2009	
2002		2010*	
2003			

There shall be credited against the foregoing mandatory sinking fund payment obligations, in inverse order of the date when due, the principal amount of Series 1995 Bonds (i) that have been delivered by the Corporation to the Trustee for cancellation and (ii) that have been optionally redeemed by the City at the direction of the Corporation pursuant to Section 217(a). If the credit pursuant to this paragraph is sufficient to fully discharge a particular sinking fund payment, no Series 1995 Bonds shall be redeemed on the applicable Sinking Fund Payment Date pursuant to this Section 217(c). Otherwise, if the credit pursuant to this paragraph is available, but insufficient to fully discharge the obligations of the City and the Corporation on a particular Sinking Fund Payment Date, the Trustee shall redeem on the applicable Sinking Fund Payment Date the principal amount of the Series 1995 Bonds set forth in the immediately foregoing paragraph of this Section 217(c), less the credit provided for in this paragraph.

(d) Special Mandatory Redemption. In the event that, at least sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect, the Trustee has not been provided with an extension of such Letter of Credit for the applicable period required by Section 3.7 of the Loan

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* Final Maturity

Agreement or satisfactory evidence that an Alternate Letter of Credit is to be issued for such period, then the Series 1995 Bonds will be called for special mandatory redemption on the July 1 next preceding the stated expiration date of the then existing Letter of Credit at a redemption price determined as follows: (a) during the Variable Rate Period, the redemption price shall be one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date; and (b) during the Fixed Rate Period, the redemption price shall be the lesser of (i) one hundred two percent (102%) of the principal amount thereof plus accrued interest to the redemption date, or (ii) the redemption price which would apply as of the redemption date if the Bonds were optionally redeemed pursuant to Section 217(a).

The Corporation shall have the right to purchase in lieu of redemption all or a portion of the Series 1995 Bonds to be redeemed pursuant to this Section 217(d) by delivering to the Trustee on or prior to the redemption date (a)(i) and Alternate Letter of Credit and all options as required by Section 3.7 of the Loan Agreement or (ii) an extension of the Letter of Credit then in effect for the applicable period required by Section 3.7 of the Loan Agreement, and (b) a written notice specifying the principal amount of Series 1995 Bonds to be so purchased. As and when Series 1995 Bonds to be so purchased by the Corporation are delivered to the Trustee, the Trustee shall pay the purchase price for such Series 1995 Bonds (which shall be equal to the scheduled redemption price) for moneys drawn under the Letter of Credit and shall hold such Series 1995 Bonds as Pledged Bonds until such time as such Series 1995 Bonds are remarketed by the Remarketing Agent pursuant to Section 206 of this Indenture. Provided moneys are on deposit with the Trustee to pay the purchase price of such Series 1995 Bonds on the date fixed for redemption, Series 1995 Bonds to be so purchased by the Corporation which are not delivered to the Trustee on such date shall nonetheless be deemed to have been tendered for purchase of and to have been purchased by the Corporation, which shall thereafter be the owner of such Series 1995 Bonds for all purposes. Series 1995 Bonds so purchased by the Corporation shall not be cancelled on the scheduled redemption date but shall be treated as if tendered for purchase pursuant to Section 205 of this Indenture.

Section 218. Partial Redemption Of Bonds.

If less than all the outstanding Bonds of the same series and maturity shall be called for redemption, the Trustee shall select, or arrange for the selection of the Bonds of such series and maturity to be redeemed by lot, in such manner as it shall in its discretion determine; provided that any such Bonds selected for redemption shall be in $100,000 portions thereof if prior to the Conversion Date and in $5,000 portions thereof if on and after the Conversion Date. Notwithstanding the foregoing, Pledged Bonds shall be selected by the Trustee for redemption before any other Series 1995 Bonds are selected for redemption. If there shall be called for redemption less than

the principal amount of a Bond, the City shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the holder thereof, in exchange for the unredeemed principal amount of such Bond, at the option of such holder, Bonds in any of the Authorized Denominations.

Section 219. Notice Of Redemption.

Upon receipt by the Trustee of notice from the City, as directed by the Corporation, at least forty-five (45) days prior to the redemption date that the Bonds shall be redeemed as provided herein (except for Sinking Fund Redemptions, a Special Mandatory Redemption or a Mandatory Redemption on a Determination of Taxability, which shall not require any such notice from the City to the Trustee), notice of redemption shall be mailed by the trustee by certified mail prior to the Conversion Date and thereafter by first class mail at least thirty (30) days but not more than forty-five (45) days before the redemption date to each holder of the Bonds to be redeemed in whole or in part at his last address appearing on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond, or portion thereof with respect to which no such failure or defect has occurred. In addition, the Trustee may give such other notice or notices as may be recommended in releases, letters, pronouncements or other writings of the Securities and Exchange Commission and the Municipal Securities Rule Making Board. No defect in or delay or failure in giving any recommended notice described in the preceding sentence of this Section 219 shall in any manner affect the notice of redemption described in the first sentence of this Section 219. Any notice mailed as provided in this Section 219 shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice. All Bonds so called for redemption will cease to bear interest on the Specified Date set for redemption, provided funds for their redemption have been duly deposited with the Trustee and, thereafter, the holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

Section 220. Additional Bonds.

The City reserves the right, at the request of the Corporation and with the consent of the Bank, to issue Additional Bonds without limit in one or more series for the purposes set forth in, and subject to Section 12.2 of the Loan Agreement. All Bonds issued under this Indenture shall be of the same priority and shall be equally and ratably payable from and secured by the Security (except that the Letter of Credit will only secure the Series 1995 Bonds), but the Additional Bonds may bear such dates and interest rates, have maturity dates and redemption dates and prices, and be issued at such

prices as shall be approved in writing by the City, the Bank and Corporation. The Trustee shall, at the request of the City, authenticate and deliver the Additional Bonds as specified in the request, but only upon receipt of:

(1) An Indenture supplemental hereto:

(a) establishing the series to be issued and providing the terms of the Bonds thereof;

(b) authorizing the execution and delivery of the Bonds to be issued;

(c) stating the purpose of the issue;

(d) if the purpose is refunding, authorizing the payment and redemption of the Bonds to be refunded; and

(e) setting forth any other matters relating to the issuance of the Additional Bonds or the purpose for which they are to be issued;

(2) A Certificate of the Corporation:

(a) stating that no Event of Default under the Loan Agreement has occurred and is continuing; and

(b) if the purpose is refunding, stating (i) that notice of redemption of the Bonds to be refunded has been duly given or that provision has been made therefor and (ii) that the proceeds of the issue plus any other amounts stated to be available for the purpose will be sufficient to pay the principal of such Bonds at maturity or the redemption price (including premium) on the applicable redemption date, plus interest accrued to such date or dates together with all other costs and expenses related to the refunding;

(3) an executed counterpart of any amendment or supplement to the Loan Agreement not previously delivered;

(4) an additional Promissory Note with respect to the Additional Bonds;

(5) the proceeds of the sale of the Additional Bonds;

(6) An opinion of Bond Counsel to the effect that:

(a) the purpose of the issue is one for which Bonds may be issued under this section;

(b) all conditions prescribed herein as precedent to the issuance have been fulfilled;

(c) the Additional Bonds have been validly authorized and executed and, when authenticated and delivered pursuant to the request of the City, will be valid obligations of the City entitled to the benefit of the trust created hereby; and

(d) the issuance of such Additional Bonds will not adversely effect the exclusion from gross income for federal income tax purposes of interest on the Bonds then outstanding;

(7) An opinion of Counsel for the Corporation that the Loan Agreement including any amendment thereto, and the additional Promissory Note have been duly authorized, executed and delivered and are valid and binding obligations of the Corporation; and

(8) Such other documents, opinions of Counsel and certificates as the Trustee may request.

Upon the adoption, execution and delivery in each instance of appropriate supplements to the Indenture and to the Loan Agreement, the City shall execute and deliver to the Trustee, and the Trustee, upon the written order of the City, shall authenticate and deliver such Additional Bonds to the purchaser or purchasers as directed by the City.

Article III.

Security.

Section 301. Security.

The Bonds and the interest and any premium thereon shall be limited obligation of the City as provided in Section 208, and shall be secured by and payable only from the following:

(i) all Loan Repayments received by the City under the Loan Agreement, which Loan Repayments are to be paid directly by the Corporation to the Trustee and deposited in the Bond Fund;

(ii) all moneys in the Bond Fund and the Construction Fund, including the proceeds of the Bonds pending disbursement thereof;

(iii) all of the City's rights and interest in the Promissory Note;

(iv) all of the City's rights and interest in the Loan Agreement, except the right to make all determinations and approvals and receive all notices accorded to it under the Loan Agreement and to enforce in its name and for its own benefit the provisions in Sections 3.5, 6.3, 6.4, 8.6 and 10.4 of the Loan Agreement with respect to City fees and expenses, and indemnity payments as the interests of the City and related persons shall appear; and

(v) all of the proceeds of the foregoing, including without limitation investments thereof.

The foregoing are collectively the "Security", and in consideration of the purchase of the Bonds and to secure payment of the principal of, premium, if any, and interest on the Bonds and any other cost or pecuniary liability of the City relating to the Bonds or any proceeding, document or certification incidental to the issuance of the Bonds, and to secure performance and observance of all covenants, terms and conditions upon which the Bonds are to be issued, including without limitation this Indenture, the City, without warranty, pursuant to law hereby conveys, assigns and pledges all of its right, title and interest in, and grants a security interest in, the Security to the Trustee, and its successors and assigns, in trust for the benefit of the Bondholders and for the benefit of the Bank pursuant to the Reimbursement Agreement, and their successors and assigns. For reference purposes, the Letter of Credit shall also be deemed part of the Security for the Series 1995 Bonds.

Section 302. Payment Of Bonds And Performance Of Covenants.

All of the principal of, premium, if any, and interest on the Bonds shall be promptly paid by the Trustee on behalf of the City, but only out of the Security, at the place, on the dates and in the manner provided in the Bonds and herein. The City shall promptly perform and observe all covenants, undertakings and obligations set forth herein, in the Loan Agreement or the Bonds on its part to be performed or observed. In recognition of the assignment of rights and powers herein provided, the City agrees that the Trustee may in its name and capacity as Trustee hereunder enforce against the Corporation or any Person any rights of the City (to the extent so assigned) under or arising from the Bonds or the Loan Agreement whether or not the City is in default hereunder or under the Loan Agreement, but the Trustee shall have no obligations under the Loan Agreement except as specifically provided herein or therein. The City shall fully cooperate with the Trustee in the enforcement by the Trustee of any such rights and powers. If required by law that the City be a party to any action and upon the City being fully indemnified in the manner and to the full extent deemed necessary or appropriate by the City, in its discretion, then at the request of the Trustee, the City shall thereafter commence in its name such legal

action or take such other actions as the Trustee shall reasonably request to enforce the rights of the City or the Trustee under or arising from the Bonds or the Loan Agreement.

Section 303. Authority.

The City represents and warrants that (i) it is duly authorized under the Constitution and laws of the State to issue the Bonds, and to execute, deliver and perform the terms of the Loan Agreement and this Indenture; (ii) all action on its part for the issuance of the Bonds and execution and delivery of the Loan Agreement and this Indenture have been duly taken; (iii) the Bonds upon issuance and authentication, and the Loan Agreement and this Indenture upon delivery, shall be valid and enforceable against the City in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights and by general principles of equity; (iv) it has not heretofore conveyed, assigned, pledged, granted a security interest in or otherwise disposed of the Security; (v) it has not received any payments under the Promissory Note and the entire principal balance remains outstanding; (vi) it has no knowledge of any right of set-off, defense or counterclaim to payment or performance of the terms or conditions of the Promissory Note and the Loan Agreement, and (vii) to the knowledge of the City the execution, delivery and performance of the Loan Agreement and this Indenture are not in contravention of law or any material provision of any agreement, instrument, indenture or other undertaking to which it is a party or by which it is bound.

Section 304. No Litigation.

The City represents and warrants that to the knowledge of the City (i) no litigation or administrative action of any nature has been served upon the the City for the purpose of restraining or enjoining the issuance or delivery of the Bonds or the execution and delivery of this Indenture or the Loan Agreement or questioning the proceedings or authority under which they have occurred, or affecting their validity; (ii) no contest is pending as to its existence or authority of its present officers; (iii) no authority or proceeding for the issuance of the Bonds or for the payment or security thereof has been repealed, revoked or rescinded; and (iv) no petition seeking to initiate any ordinance or resolution or other measure affecting the same or the proceedings therefor has been filed.

Section 305. Further Assurances.

The City covenants that it will cooperate to the extent necessary with the Corporation, the Trustee and the Bank in their defenses of the Security against the claims and demands of all Persons, and will do, execute, acknowledge and deliver or cause to be done, such indentures supplemental

hereto and such further acts, instruments and transfers as the Trustee or the Bank may reasonably require for the better pledging of the Security. The City shall not cause or permit to exist any amendment, modification, supplement, waiver or consent with respect to the Loan Agreement or the Promissory Note without the prior written consent of the Trustee, which consent shall be governed by Article VIII of this Indenture. The City and the Corporation shall promptly furnish the certificate described in Section 701(1) of this Indenture upon the request of the Trustee; provided, however, that except for the matters set forth in Section 701(e) and in the first two (2) sentences of Section 302 hereof, the City 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 Corporation or the Trustee and at the City's option shall have received from the Corporation or such other Person assurance satisfactory to the City that the City shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument.

Section 306. No Other Encumbrances.

The City covenants that except as otherwise provided herein and in the Loan Agreement and Placement Agreement, it will not sell, convey, mortgage, encumber or otherwise dispose of any portion of the Security.

Section 307. No Personal Liability.

No member, officer, agent or employee of the City, including any person executing this Indenture or the Bonds, shall be liable personally on the Bonds or subject to any personal liability for any reason relating to the issuance of the Bonds.

Section 308. Governmental Functions.

The City is not assigning any of its governmental functions in or under this Indenture, nor shall the City be precluded from taking such actions as shall be necessary in order for it to perform its governmental functions.

Section 309. Letter Of Credit.

(a) Except with respect to Bonds registered in the name of the Corporation or Bank or in the name of a nominee pursuant to Section 207 (which Bonds shall not be entitled to any benefit of the Letter of Credit): (i) the Trustee shall draw moneys under the Letter of Credit to the extent available in accordance with the terms thereof to the extent necessary to make timely payments of principal and interest on the Series 1995 Bonds to the extent other Eligible Funds are not available which are to be used to effect such

payment, all as contemplated by Section 401, (ii) the Trustee shall draw moneys under the Letter of Credit to the extent available in accordance with the terms thereof on each Optional Tender Date and on the Conversion Date and each Mandatory Purchase Date to effect the purchase of Series 1995 Bonds (or portions thereof in Authorized Denominations) required on such dates, except, in the case of each such date, to the extent of remarketing proceeds which are available as contemplated by clause (i) of Section 205(f) and Section 206(a) and (iii) upon the occurrence of an Event of Default specified in Section 601(f) or (h) or upon declaration of acceleration of the Series 1995 Bonds pursuant to any other Event of Default, the Trustee shall immediately draw on the Letter of Credit to the extent available in an amount equal to the full unpaid principal and accrued interest on the Series 1995 Bonds to the extent other Eligible Funds are not available therefor. Notwithstanding any provision to the contrary which may be contained in this Indenture, (i) in computing the amount to be drawn under the Letter of Credit on account of the payment of the principal or Purchase Price of, or interest on the Series 1995 Bonds, the Trustee shall exclude any such amounts in respect of any Bonds which are Pledged Bonds on the date such payment is due, and (ii) amounts drawn by the Trustee under the Letter of Credit shall not be applied to the payment of the principal or Purchase Price of, or interest on, any Bonds which are Pledged Bonds on the date such payment is due.

(b) Upon any redemption or defeasance of any Series 1995 Bonds or upon cancellation of any Series 1995 Bond upon purchase thereof as contemplated by Section 207, the Trustee shall send notice to the Bank to reduce the amounts available to be drawn on the Letter of Credit.

(c) The Trustee shall promptly surrender the Letter of Credit to the Bank for cancellation upon discharge of this Indenture pursuant to Section 501 or following the effective date of an Alternate Letter of Credit (or, if such Alternate Letter of Credit results in a Mandatory Purchase Date, following such Mandatory Purchase Date).

(d) On the effective date of an Alternate Letter of Credit the Trustee shall accept the Alternate Letter of Credit upon satisfaction of the requirements set forth in Section 3.7 of the Loan Agreement and shall give prompt written notice to the Bondholders, the Remarketing Agent and the Bank, which notice shall state the name of the bank issuing the Alternate Letter of Credit and the effective date thereof. In the event that the Trustee does not receive the Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date, such failure shall constitute an Event of Default under Section 601(h) hereunder, and the payment of principal and interest on the Series 1995 Bonds shall be declared due and payable in accordance with the provisions of Section 602 hereof.

Article IV.

Funds.

Section 401. Establishment And Use Of Bond Fund And Current Account.

There is hereby created and established with the Trustee a special fund to be designated "City of Chicago-Goose Island Beer Co. 1995 Bond Fund" and within such Fund a special account designated the "Current Account", into which Account all moneys in the Bond Fund shall be deposited and held until such moneys become Eligible Funds. Once any such moneys become Eligible Funds, they shall be withdrawn from the Current Account but kept in the Bond Fund until used pursuant to the terms hereof. There shall be deposited in the Bond Fund (a) any accrued interest received on the sale of the Bonds; (b) all Loan Repayments under the Loan Agreement, including all proceeds resulting from the enforcement of the Security or its realization as collateral; (c) insurance and condemnation proceeds as provided in the Loan Agreement; (d) all moneys received by the Trustee under the Loan Agreement for deposit in the Bond Fund; (e) all moneys drawn under the Letter of Credit to pay principal of or interest on the Series 1995 Bonds; and (f) any other moneys received by the Trustee with directions for deposit in the Bond Fund.

At all times the Trustee shall maintain adequate books and records relating to the Bond Fund (including any investment income thereon) so that the Trustee may at all times ascertain the date of deposit of the moneys in the Current Account and account for the same on a first in/first out basis and identify all funds therein, which represent Eligible Funds. Moneys received by the Trustee under or pursuant to the Letter of Credit shall not be commingled with other moneys in the Bond Fund.

Moneys in the Bond Fund shall be held in trust first for the Bondholders and then for the Bank subject to the provisions of Section 501 hereof, and, except as otherwise expressly provided herein, shall be used first solely for the payment of the interest on the Bonds and for the payment of principal of and premium, if any, on the Bonds upon maturity, whether stated or accelerated, or mandatory or optional redemption, and then, to the extent of any moneys remaining on deposit therein for the payment of any amounts owed by the Corporation to the City and the Trustee and then to the Bank pursuant to the Corporation's reimbursement obligation under the Reimbursement Agreement, provided, however, that any Surplus Bond Proceeds transferred from the Construction Fund to the Bond Fund as provided in Section 5.4 of the Loan Agreement may only be used by the Trustee as provided in Section 11.1 of the Loan Agreement.

The City hereby authorizes and directs the Trustee, and the Trustee hereby agrees, 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, only in the following order of payment:

First: Eligible Funds, other than amounts received by the Trustee in respect of drawings under the Letter of Credit.

Second: Amounts drawn by the Trustee under the Letter of Credit.

Third: Any other amounts (whether or not Eligible Funds) in the Bond Fund.

To the extent that sufficient Eligible Funds in the Bond Fund described under First above are not available to pay in full the principal of, premium, if any, and interest on the Series 1995 Bonds at 1:00 P.M., Chicago, Illinois time, on the Business Day immediately preceding the Business Day when due, whether by maturity, redemption or acceleration, the Trustee shall draw upon the Letter of Credit, as provided in Section 309, on such Business Day in an amount which together with other Eligible Funds available in the Bond Fund under First above is sufficient to make prompt payment of all principal of, premium, if any (but only if the Letter of Credit is amended to cover premium) and interest due on the Series 1995 Bonds on such payment date.

If moneys in the Bond Fund available pursuant to items First and Second are insufficient to make any payment of principal of, premium, if any, or interest on the Bonds, whether due by maturity, acceleration, redemption or otherwise, and if the Letter of Credit no longer is in effect or if the Bank has wrongfully dishonored its obligations with respect to the Letter of Credit, the Trustee, on or after the date such payment is due, shall apply any moneys described in Third above.

After provision is made for the payment or redemption of any Series 1995 Bonds on a given payment date, the Trustee shall pay moneys in the Current Account to the Bank, to the extent of any moneys owing under the Reimbursement Agreement, or if no moneys are then owing under the Reimbursement Agreement, to the Corporation.

Any amounts remaining in the Bond Fund after payment in full of the Bonds and all other amounts required to be paid under this Indenture or the Loan Agreement, shall be paid to the Bank, to the extent of any amounts owing under the Reimbursement Agreement, or, if there are no such amounts owing under the Reimbursement Agreement as certified in writing by the Bank to the Trustee, to the Corporation upon the expiration or sooner cancellation or termination of the term of the Loan Agreement as provided in the Loan Agreement.

Section 402. Establishment And Use Of Construction Fund.

There is hereby created and established with the Trustee a special fund to be designated "City of Chicago -- Goose Island Beer Co. 1995 Construction Fund". The proceeds of the Series 1995 Bonds, as described in Section 404 hereof, shall be delivered to the Trustee for deposit into the Construction Fund.

Funds in the Construction Fund shall be expended and disbursed in accordance with the provisions of the Loan Agreement. While the Corporation is not in default under the Loan Agreement and subject in all respects to any required consent from the Bank, the City instructs the Trustee to take all necessary and appropriate action to promptly approve and order all disbursements from the Construction Fund which is either necessary or desirable.

Section 403. Establishment And Use Of Bond Purchase Fund.

There is hereby established and created with the Trustee a special fund to be designated "City of Chicago -- Goose Island Beer Co. 1995 Construction Fund". There shall be deposited in the Bond Purchase Fund (a) all money drawn by the Trustee under the Letter of Credit for the purpose of paying the Purchase Price of Bonds due on any Purchase Date, (b) all payments specified in Section 3.4 of the Loan Agreement, (c) the proceeds of any remarketing of Bonds by the Remarketing Agent, and (d) all other moneys received by the Trustee under or pursuant to this Indenture or the Loan Agreement which are required or directed to be paid into the Bond Purchase Fund. Any moneys deposited in the Bond Purchase Fund which do not constitute Eligible Funds shall be kept in a separate subaccount established by the Trustee and shall not be commingled with any other Eligible Funds which may be deposited into the Bond Purchase Fund.

Moneys in the Bond Purchase Fund shall be held in trust for the Bondholders and, except as otherwise expressly provided herein, shall be used solely for the payment of the Purchase Price of the Series 1995 Bonds required to be purchased by the Trustee on each Optional Tender Date and on the Conversion Date and on the Mandatory Purchase Date.

The Trustee is hereby authorized and directed, and the Trustee hereby agrees, to withdraw as contemplated by Section 205(f)(i) and (ii) by 2:00 P.M., Chicago, Illinois time on each Optional Tender Date and on the Mandatory Purchase Date and on the Conversion Date, funds from the Bond Purchase Fund to pay the Purchase Price of Series 1995 Bonds tendered for purchase pursuant to Section 205.

Any amounts remaining in the Bonds Purchase Fund after payment in full of the Series 1995 Bonds and all other amounts required to be paid under this Indenture or the Loan Agreement, shall be paid to the Bank, to the

extent of any amounts owing under the Reimbursement Agreement or, if there are no such amounts owing the Reimbursement Agreement as certified in writing by the Bank to the Trustee, to the Corporation upon the expiration or sooner cancellation or termination of the loan Agreement as provided in the Loan Agreement.

Section 404. Deposit Of Series 1995 Bond Proceeds.

The net proceeds from the sale of the Series 1995 Bonds shall be deposited in the Construction Fund.

Section 405. Account Statements.

The Trustee shall cause to be kept and maintained adequate account statements, including receipts and statements of disbursements, deposit and investments, pertaining to the Construction Fund, Bond Fund and Bond Purchase Fund and all disbursements therefrom. The Trustee shall provide such account statements pertaining to such Funds and the disbursements therefrom to the City, the Bank and the Corporation upon request.

Section 406. Investment Of Construction Fund, Bond Fund And Bond Purchase Fund Moneys.

Moneys held as part of the Construction Fund, Bond Fund and Bond Purchase Fund shall be invested and reinvested in Permitted Investments in accordance with the provisions of Section 5.3 of the Loan Agreement, provided, however, that any moneys from a drawing under the Letter of Credit shall remain uninvested and any other moneys held by the Trustee in the Bond Fund and in the Bond Purchase Fund may only be invested and reinvested in Government Obligations or Government Obligations Funds. Any Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund and account which was used to purchase the same. All interest accruing thereon and any profit realized from Permitted Investments shall be credited to the respective fund or account and any loss resulting from Permitted Investments shall be similarly charged. At the direction of the Corporation, the Trustee shall cause to be sold and reduced to cash a sufficient amount of Permitted Investments whenever the cash balance is or will be insufficient to make a requested or required disbursement from the Construction Fund. The Trustee shall not be accountable for any depreciation in the value of any Permitted Investment or for any loss resulting from such sale.

Section 407. Arbitrage.

The City recognizes that investment of the Bond proceeds will be at the

written direction of the Corporation, but agrees that to the extent that it has control over Bond proceeds it will commit no act that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. The Trustee covenants that, while recognizing that investment of Bond proceeds will be at the written direction of the Corporation, should the City file with the Trustee, or should the Trustee otherwise receive, an opinion of Bond Counsel, to the effect that any proposed investment or other use of proceeds of the Bonds would cause the Bonds to become "arbitrage bonds", then the Trustee will comply with any instructions of the City or such Bond Counsel regarding such investment or use so as to prevent the Bonds from becoming arbitrage bonds". The Trustee shall file a copy of any such opinion of Bond Counsel with the City, the Corporation and the Bank.

Section 408. Establishment And Use Of Bank Reimbursement Fund.

There is hereby created and established with the Trustee a special fund to be designated "City of Chicago -- Goose Island Beer Co. 1995 Bank Reimbursement Fund". Proceeds of the remarketing of Series 1995 Bonds which have not been used to pay the Purchase Price of tendered Bonds shall be deposited in the Bank Reimbursement Fund pursuant to Section 206 hereof and shall be disbursed therefrom pursuant to such Section.

Article V.

Discharge Of Lien.

Section 501. Discharge Of Lien And Security Interest.

Subject to the next paragraph, upon payment in full of the Bonds, then these presents and the security interests shall cease, determine and be void, and thereupon the Trustee, upon determining that all conditions precedent to the satisfaction and discharge of this Indenture have been complied with, and upon payment of the Trustee's fees, costs and expenses hereunder, shall cancel and discharge this Indenture and the security interests, execute and deliver to the City and the Corporation such instruments in writing as shall be required to cancel and discharge this Indenture and the security interests, reconvey to the Corporation the Security, and assign and deliver to the Corporation so much of the Security as may be in its possession or subject to its control, expect for moneys and Government Obligations held in the Bond Fund for the purpose of paying Bonds and except for moneys held in the Bonds Purchase Fund for the purpose of paying the Purchase Price of the Bonds which have been purchased by the Trustee; provided, however, such cancellation and discharge of this Indenture shall not terminate the powers and rights granted to the Trustee with respect to the payment, transfer and exchange of the Bond; and provided, further, that the rights of the City, the

Trustee and the Remarketing Agent to indemnity and payment of all reasonable fees and expenses shall survive.

Notwithstanding any other provision to the contrary in this Indenture and unless otherwise agreed to by the Bank, to the extent that moneys are drawn by the Trustee under the Letter of Credit or the Corporation is otherwise indebted to the Bank under the Reimbursement Agreement and the fees, costs and expenses of the City and the Trustee hereunder have been paid, the lien of this Indenture shall not be discharged but the Bank shall be subrogated to such extent to all rights of the Bondholders to enforce the payment of the Series 1995 Bonds from the Security and all other rights of the Bondholders under the Series 1995 Bonds, this Indenture and the Loan Agreement, shall be entitled in its own right upon payment in full of the principal of and interest on the Series 1995 Bonds to exercise all rights of enforcement and remedies set forth in Article VI hereof, and the Bondholders will be deemed paid to the extent of moneys drawn by the Trustee under the Letter of Credit. The Trustee further agrees to sign, execute and deliver all documents or instruments and do all things which may be reasonably required by the Bank in order to effect the Bank's subrogation of rights of enforcement and remedies set forth in Article VI hereof in accordance with the intent of this Article V including without limitation a conveyance and assignment of the Promissory Note to the Bank.

If payment or provision therefor has been made with respect to all the Bonds of any one series, the interest of the Trustee in the Promissory Note in respect of such series shall cease and the Trustee shall, subject to the rights of the Bank set forth in the preceding paragraph including without limitation the right to have an assignment of such Promissory Note, cancel such Promissory Note and return the same to the Corporation. Neither the obligations nor moneys deposited with the Trustee pursuant to this Article V shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust, for the payment of the principal, premium, if any, and interest on said Bonds or for payment to the Bank in accordance with the terms of this Indenture.

Section 502. Provision For Payment Of Bonds During Fixed Rate Period.

During the Fixed Rate Period, Bonds shall be deemed to have been paid within the meaning of Section 501 if:

(a) there shall have been irrevocably deposited in the Bond Fund either:

(i) sufficient moneys constituting Eligible Funds, or

(ii) noncallable Government Obligations purchased with Eligible Funds, of such maturities and interest payment dates and bearing

such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), be sufficient together with any moneys referred to in subsection (i) above,

for the payment at their respective maturities or redemption dates prior to maturity, of the principal thereof and the redemption premium (if any) and interest to accrue thereon to such maturity or redemption dates, as the case may be;

(b) there shall have been paid all fees, costs and expenses of the City, the Trustee and the Remarketing Agent due or to become due or there shall be sufficient moneys in the Bond Fund to make said payments; and

(c) if any Bonds are to be redeemed on any date prior to their maturity, the Trustee shall have received in form satisfactory to it irrevocable instructions to redeem such Bonds on such date and either evidence satisfactory to the Trustee that all redemption notices required by this Indenture have been given or irrevocable power authorizing the Trustee to give such redemption notices.

Limitations elsewhere specified herein regarding the investment of moneys held by the Trustee in the Bond Fund shall not be construed to prevent the depositing and holding in the Bond Fund of the obligations described in the preceding subparagraph (a)(ii) for the purpose of defeasing the lien of this Indenture as to Bonds which have not yet become due and payable. In addition, all moneys so deposited with the Trustee as provided in this Section 502 may also be invested and reinvested, at the direction of the Corporation, in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Trustee pursuant to this Section 502 which is not required for the payment of the Bonds and interest and redemption premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Section 503. Discharge Of This Indenture.

Notwithstanding the fact that the lien of this Indenture upon the Security may have been discharged and cancelled in accordance with Section 501, this Indenture and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Security may have been discharged and cancelled, shall nevertheless continue and subsist after payment in full of the Bonds and all of the Corporation's obligations to the Bank under the Reimbursement Agreement until the Trustee shall have

returned to the Corporation all funds held by the Trustee in the Bond Fund, Construction Fund and the Bond Purchase Fund pursuant to Sections 401, 402 and 403 of this Indenture.

Article VI.

Default Provisions And Remedies.

Section 601. Events Of Default.

Any one of the following shall constitute an Event of Default hereunder:

(a) default in the payment of any interest on any Bond when and as the same shall have become due;

(b) default in the payment of the principal of or any premium on any Bond when and as the same shall become due, whether at the stated maturity or redemption date thereof or by acceleration;

(c) default in the payment of the Purchase Price of any Bond required to be purchased hereunder when and as the same shall become due;

(d) default in the observance or performance of any other of the covenants, agreements or conditions on the part of the City included in this Indenture or in the Bonds and the continuance thereof for a period of thirty (30) days after written notice to the City, the Bank and the Corporation given by the Trustee;

(e) the occurrence of an Event of Default as defined in the Loan Agreement;

(f) the Trustee shall have received a written notice from the Bank of the occurrence and continuance of an Event of Default as defined in the Reimbursement Agreement;

(g) the Bank shall wrongfully dishonor any draft or other request for payment under the Letter of Credit presented in strict accordance with its terms, the Letter of Credit shall, for any reason, become unavailable to or unenforceable by the Trustee, or the Bank (i) shall generally not pay its debts as they become due, (ii) shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, (iv) shall institute any proceeding or voluntary case (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C)

seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, (v) shall take any action to authorize any of the actions described above in this subsection (g), or (vi) shall have instituted against it any proceeding (A) seeking to adjudicate it a bankrupt or insolvent or (B) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or protection of debtors or (C) seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, and, if each such proceeding is being contested by the Bank in good faith, each such proceeding shall remain undismissed or unstayed for a period of sixty (60) days, and the Corporation shall not have obtained an Alternate Letter of Credit within sixty (60) days after receipt of notice of each such occurrence;

(h) The Corporation shall fail to deliver to the Trustee an Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date, as set forth in Section 205(d)(5) hereof.

Any default described in Section 601(d) hereof may be waived by the Trustee with the consent of the Bank from time to time if the City (or the Corporation, on behalf of the City) is proceeding with all due diligence to cure such default and the City is not otherwise in default hereunder.

Section 602. Acceleration.

Subject to the requirement that the Bank's consent to any acceleration must be obtained in the case of an Event of Default described in subsection (d) or (e) of Section 601 hereof, upon the occurrence of any Event of Default hereunder, the Trustee may and upon (i) the written request of the holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding or (ii) the occurrence of an Event of Default under subsection (f) or (h) of Section 601 hereof, the Trustee shall, by notice in writing sent to the City, declare the principal of and any premium on all Bonds then Outstanding (if not then due and payable) and the interest accrued thereon to be due and payable immediately, and upon said declaration, such principal and premium, if any, and interest shall become and be immediately due and payable. Pursuant to such declaration, interest on the Bonds shall accrue to the date of such declaration; provided, however, in the event of a declaration resulting from an Event of Default under subsection (h) of Section 601 hereof, interest on the Bonds shall accrue to the earlier of (A) the fifteenth (15th) day following such declaration or (B) the stated expiration date of the Letter of Credit. Upon any declaration of acceleration hereunder, the Trustee shall immediately exercise such rights as it may have under the Loan Agreement to declare all payments

thereunder to be immediately due and payable and, to the extent it has not already done so and to the extent necessary, shall immediately draw upon the Letter of Credit as provided in clause (iii) of Section 309(a).

Immediately following any such declaration of acceleration, the Trustee shall mail notice of such declaration by certified mail prior to the Conversion Date and by first class mail thereafter to each holder of Bonds at his last address appearing on the registration books of the Trustee. Any defect in or failure to give such notice of such declaration shall not affect the validity of such declaration.

Section 603. Other Remedies; Rights Of Bondholders.

Upon the happening and continuance of an Event of Default hereunder the Trustee may, but only with the prior written consent of the Bank, with or without taking action under Section 602 hereof, pursue any available remedy to enforce the performance of or compliance with any other obligation or requirement of this Indenture, the Loan Agreement or the Promissory Note.

Subject to Section 602 hereof and the requirement that the Bank's consent to the exercise by the Trustee of any such available remedy must be obtained, upon the happening and continuance of an Event of Default, and if requested to do so by the holders of at least twenty-five percent (25%)in aggregate principal amount of Bonds then Outstanding and the Trustee is indemnified as provided in Section 701 hereof, the Trustee shall exercise such of the rights and powers conferred by this section and by Section 602 hereof as the Trustee, being advised by Counsel, shall deem most effective to enforce and protect the interests of the Bondholders and, except to the extent inconsistent with the interests of the Bondholders, the Bank.

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.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or 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.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

The Trustee, as the assignee of all right, title and interest of the City in and to the Loan Agreement (other than those rights described in and reserved by Section 301(iv) hereof), shall be empowered to enforce each and every right granted to the City under the Loan Agreement.

Section 604. Right Of Bondholders And Bank To Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, and subject to the rights of the Bank to direct proceedings as provided in Sections 602 and 603, the holders of at least 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 method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, 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, and provided that the Trustee shall be indemnified to its satisfaction (except for actions required under Section 309(a)(iii) or Section 602. No Bondholder shall individually, or collectively, except through the Trustee, have the right to present a draft to the Bank to collect amounts available under the Letter of Credit.

No Bondholder shall have the right to institute any proceeding for the enforcement of this Indenture unless such Bondholder has given the Trustee and the Corporation written notice of an Event of Default, the holders of a majority in aggregate principal amount of the Bonds then Outstanding shall have requested the Trustee in writing to institute such proceeding, the Trustee shall have been afforded a reasonable opportunity to exercise its powers or to institute such proceeding, and there shall have been offered to the Trustee indemnity and the Trustee shall have thereafter failed or refused to exercise such powers or to institute such proceeding within a reasonable time. Nothing in this Indenture shall affect or impair any right of enforcement conferred on any Bondholder hereof to enforce the payment of principal of and premium (if any) and interest on the Bonds to such Bondholder at the time, place, from the source and in the manner as provided in this Indenture.

Section 605. Discontinuance Of Default Proceedings.

Prior to the drawing on the Letter of Credit pursuant to clause (iii) of Section 309(a), 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 City, the Bank and the Trustee shall be restored to their former positions and rights hereunder and all rights, remedies and powers of the Trustee and

Bank shall continue as if no such proceedings had been taken subject to the limits of any adverse determination.

Section 606. Waiver.

To the extent not precluded by Section 10.5 of the Loan Agreement, the Trustee, with the consent of the Bank, may waive any default or Event of Default hereunder and its consequences and rescind any declaration of acceleration of maturity of principal and shall do so upon the written request of the Bank; provided, however, that there shall be no such waiver or rescission unless the Purchase Price and all principal, premium, if any, and interest on the Bonds in arrears together with interest thereon (to the extent permitted by law) at the applicable rate of interest borne by the Bonds and all fees and expenses of the Trustee and the City shall have been paid or provided for. The Trustee may not waive any default or Event of Default hereunder following a draw on the Letter of Credit until the amount available to be drawn thereunder in respect of the Purchase Price of the Bonds (including both principal and interest, if any) and principal and interest on the Bonds has been reinstated in full and the Trustee has received the written consent of the Bank to such waivers and acknowledgement of such reinstatement.

Section 607. Application Of Moneys.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VI shall be deposited in the Bond Fund and, after payment (out of moneys derived from a source other than the Letter of Credit) of (i) the cost 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, including reasonable attorneys' fees, and all other current outstanding fees and expenses of the Trustee, and (ii) any sums due to the City under the Loan Agreement (other than Loan Repayments), such moneys shall be applied in the order set forth below:

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

First: To the payment of all installments of interest then due on the Bonds and, if the amount available shall not be sufficient to pay in full any particular installment, then to the ratable payment of the amounts due on such installments; and

Second: To the payment of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), with

interest on such Bonds from the respective dates upon which they became due (at the rate borne by the Bonds, to the extent permitted by law) and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the ratable payment of the amounts due on such date.

(b) If the principal of all the Bonds shall have become or been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority as between principal, premium or interest, installments of interest or Bonds, ratably according to the amounts due respectively for principal, premium and interest to the Persons entitled thereto.

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

Notwithstanding the foregoing, the Trustee shall be obligated to apply moneys received under the Letter of Credit only to principal and interest on the Bonds (except Bonds which are not entitled to any benefit of the Letter of Credit, as contemplated by Section 309). Subject to Section 602 hereof, whenever moneys are to be applied pursuant to this section, the Trustee shall fix the date of declaration of acceleration (which shall be the earliest practical date, in the sole discretion of the Trustee, for which the requisite notice to the City can be given) upon which such application is to be made and upon such date of declaration interest on the amounts of principal to be paid on such dates 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.

Article VII.

The Trustee And The Remarketing Agent.

Section 701. Appointment.

The Trustee is hereby appointed and does hereby agree to act in such capacity, and to perform the express duties of the Trustee under this Indenture, but only upon and subject to the following express terms and

conditions (and no implied covenants or other obligations shall be read into this Indenture against the Trustee):

(a) The Trustee may execute any of its trusts or powers and perform any of its duties herein by or through attorneys, agents, receivers or employees, and shall be entitled to rely on advice of Counsel and other professionals concerning all matters of such trusts, powers and duties. The Trustee shall not be answerable for the default or misconduct of any attorney, agent, receiver or employee selected by it with reasonable care, and may in all cases pay such Persons reasonable compensation. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture or for anything whatsoever in connection with its trusts, powers and duties herein, except only for its gross negligence or willful misconduct.

(b) The Trustee shall not be responsible for any recital herein or in the Bonds, or for the recording, re-recording, filing or re-filing of this Indenture, the Security or any financing statements or continuation statements, or for insuring the Security or the Project or collecting any insurance moneys, or for the validity of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the Security, or for the value or title of the Project or otherwise as to the maintenance of the Security, but the Trustee may require of the Corporation full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the Project. Except as expressly stated herein or in the Loan Agreement, the Trustee shall have no obligation to perform any obligations under the Loan Agreement, and the Trustee shall not be liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 406 hereof. The Trustee shall have no duty or responsibility to examine or review and shall have no liability for the contents of any documents submitted to or delivered to any Bondholder in the nature of a preliminary or final placement memorandum, official statement, offering circular or similar disclosure document.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder after such Bonds shall have been delivered in accordance with instructions of the City or for the use by the Corporation of the proceeds of the Loan (as defined in the Loan Agreement). The Trustee may become the owner of Bonds secured hereby with the same rights as any other Bondholder.

(d) The Trustee shall be protected in acting upon opinions of counsel and upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and to have been signed or sent by an authorized representative of such 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 (such ownership to be established as provided in the form of the Bond referred to in Section 210 of this Indenture), shall be conclusive and binding upon all future owners or holders of the same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee may conclusively rely upon a certificate furnished by the Bank as to amounts owning under the Reimbursement Agreement.

(e) The permissive right of the Trustee to do things enumerated in this Indenture or the Loan Agreement shall not be construed as duties. The Trustee shall only be responsible for the performance of the duties expressly set forth herein and shall not be answerable for other than its gross negligence or willful misconduct in the performance of those express duties.

(f) The Trustee shall not be personally liable for any debts contracted or for damages to Persons or to personal property injured or damaged, or for salaries or non-fulfillment of contracts, relating to the Project.

(g) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trust and powers or otherwise in respect of the premises.

(h) Before taking any action requested hereunder (except for acceleration of the Bonds as required by Section 602 and for drawing on the Letter of Credit as required by Section 309(a)), the Trustee may require satisfactory security or indemnity bond for the reimbursement of all fees and expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its own gross negligence or willful misconduct by reason of any action so taken.

(i) Before taking any action requested by the Bondholder or Bondholders under or pursuant to Article VI or this Article VII, the Trustee may require satisfactory security or indemnity bond from such Bondholder or Bondholders for the reimbursement of all fees and expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its own gross negligence or willful misconduct by reason of any action so taken.

(j) All moneys received by the Trustee, until used or applied or invested as herein provided, shall be held as special trust funds for the purposes specified in this Indenture and for the benefit and security of the holders of the Bonds and the Bank as herein provided. Such moneys need not be segregated from other funds except to the extent required by law or herein provided, and the Trustee shall not otherwise be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(k) The Trustee shall not be bound to ascertain or inquire as to the performance of the obligations of the Corporation under the Loan Agreement or the City under this Indenture, and shall not be deemed to have, or required to take, notice of a Determination of Taxability or an Event of Default under this Indenture, except (i) in the event the Corporation fails to pay any Loan Repayment when due, (ii) in the event of an insufficient amount in the Bond Fund (or any account therein) to make a principal or interest payment on the Bonds, (iii) written notification actually received by the Trustee of a Determination of Taxability from the Corporation, the City or the holder of any Bonds, (iv) written notification actually received by the Trustee of such default by two or more holders of combined holdings of not less than twenty-five percent (25%) of the principal amount of Outstanding Bonds, (v) written notification actually received by the Trustee from the Bank pursuant to Section 601(f) hereof, or (vi) failure by the corporation to deliver the Alternate Letter of Credit and opinions on or prior to the expiration date of the Letter of Credit then in effect pursuant to Section 601(h) hereof, and in the absence of such notice the Trustee may conclusively presume there is no Determination of Taxability and no Event of Default except as aforesaid. The Trustee may nevertheless require the corporation to furnish information regarding performance of their obligations under the Loan Agreement and this Indenture, but is not obligated to do so.

(l) The Trustee may request a No Act of Bankruptcy Certificate for the Corporation and City, and the Trustee may conclusively rely upon such certificate as to the matters set forth therein.

(m) The Trustee shall, prior to any Event of Default and after the curing of all Events of Default which may have occurred, perform such duties and only such duties of the Trustee as are specifically set forth in this Indenture and the Loan Agreement. The Trustee shall, during the existence of any Event of Default (which has not been cured), exercise such of the rights and powers vested in it by this Indenture and the Loan Agreement 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. The foregoing shall not limit the Trustee's obligations under Section 309(a)(iii) or Section 602.

(n) In the event that the Trustee receives direction from Bondholders under any section of this Indenture which permits Bondholders to direct the actions of the Trustee, the Trustee shall only be required to act pursuant to the direction of the Bondholders which represent the largest percentage in aggregate principal amount of the Outstanding Bonds at the time such direction is issued to the Trustee (the "Majority Direction"). The Trustee may act pursuant to other directions of Bondholders to the extent that such direction is not inconsistent with the Majority Direction. The Trustee shall not be liable for a failure to act upon any direction except the Majority Direction when acting pursuant to this Section 701(n). Nothing in this Section 701(n) shall be construed to modify or amend any

section which requires a minimum number of Bondholders to direct the Trustee to take certain action before the taking of such action by the Trustee becomes mandatory.

Section 702. Fees, Expenses.

The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, counsel fees and other ordinary expenses reasonably 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 therefore, and to reimbursement for reasonable extraordinary expenses in connection therewith; provided, that if such extraordinary services, or extraordinary expenses are occasioned by the gross negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore and provided further that under no circumstances and in no event shall the City be obligated to pay such fees, advances or other expenses.

The Trustee shall be indemnified by the corporation as provided in the Loan Agreement. The Trustee recognizes that all fees, charges and other compensations to which it may be entitled under the provisions of this Indenture are required to be paid by the Corporation under the terms of the Loan Agreement or from funds derived from the Project or from the proceeds of the Bonds and accordingly, the Trustee agrees that the City shall not be liable for any such fees, charges and other compensation to which the Trustee and the Remarketing Agent may be entitled. Payment of all such amounts shall however, be secured by the Security (except the Letter of Credit and any moneys on deposit with the Trustee which are being held in the Bank Reimbursement Fund or for the purpose of paying to Bondholders principal or Purchase Price of, premium, if any, or interest which has previously become payable with respect to the Bonds) as set forth herein.

As security for the payment of the Trustee's fees, costs and expenses and for the indemnity provided in this Section 702, the Trustee shall have a first lien on all moneys and property coming into its possession (except for any moneys on deposit with the Trustee which are being held in the Bank Reimbursement Fund or for the purpose of paying to Bondholders principal or Purchase Price of, premiums, if any, or interest which has previously become payable with respect to the Bonds).

When the Trustee incurs expenses or renders services after the occurrence of an act of Bankruptcy with respect to the City or the Corporation, the expenses and the compensation for the services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

The Corporation's payment obligations under this Section shall survive the discharge of this Indenture, and shall not be limited by any law affecting the compensation of a trustee of an express trust.

Section 703. Intervention In Litigation.

In any judicial proceedings to which the City is a party with respect to this Indenture or the Bonds, the Trustee may intervene on behalf of Bondholders, and shall intervene if requested in writing by the holders of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding.

Section 704. Resignation.

The Trustee and any successor Trustee may resign only upon giving sixty (60) days prior written notice to the City, the Bank, the Corporation and to each registered owner of Bonds then Outstanding as shown on the records of the Trustee. Such resignation shall take effect only upon the appointment of a successor Trustee by the City with the written consent of the Corporation and the Bank and the acceptance of such appointment by the successor Trustee. If no successor is appointed within sixty (60) days after the notice of resignation, the resigning party may appoint a successor or petition a court to appoint a successor. Upon appointment of a successor Trustee, the resigning Trustee shall, after payment of its fees, costs and expenses, assign all of its right, title and interest in the Security, and transfer and assign its right, title and interest in the Indenture and the Letter of Credit, pursuant to the terms of the Letter of Credit, to the successor Trustee. The successor Trustee shall be a national banking association or a bank or trust company organized under the laws of the United States of America or any state of the United States, having a combined capital stock, surplus and undivided profits aggregating at least $50,000,000 and shall accept in writing its duties and responsibilities hereunder and such writing shall be filed with the City, the Bank and the Corporation.

Section 705. Removal Of Trustee.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the Bank, the City and the Corporation and signed by the owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) delivered to the Trustee and the City and signed by the Corporation and the Bank, provided that if an Event of Default shall have occurred and be continuing hereunder, the Trustee may not be removed without the consent of the owners of a majority in aggregate principal amount of the Bonds then Outstanding. No removal of the Trustee and no appointment of a successor Trustee shall become

effective until the successor trustee has accepted its appointment under Section 704. Upon such removal and the payment of its fees, costs and expenses, the Trustee shall assign to the successor Trustee all of its right, title and interest in the Security in the same manner as provided in Section 704 hereof, and transfer and assign its right, title and interest in the Letter of Credit pursuant to the terms of the Letter of Credit.

Section 706. [Intentionally Omitted.]

Section 707. [Intentionally Omitted.]

Section 708. Instrument Of Bondholders.

Any instrument required by this Indenture to be executed by Bondholders may be in any number of writings of similar tenor and may be executed by Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent shall be sufficient for any of the purposes of this Indenture if it is established by a certificate of any officer in any jurisdiction who by law has power to take acknowledgements within such jurisdiction that the person signing such writing acknowledged before him the execution thereof. Proof of the ownership of Bonds shall be established by the ownership records noted in the registration books maintained by the Trustee.

The Trustee may rely on such an instrument of Bondholders unless and until the Trustee receives notice in the form specified above that the original such instrument is no longer trustworthy. In the event that the Trustee shall receive conflicting directions from two groups of Bondholders, each with combined holdings of not less than twenty-five percent (25%) of the principal amount of Outstanding Bonds, the directions given by the group of Bondholders which hold the largest percentage of Bonds shall be controlling and the Trustee shall follow such directions as elsewhere required herein.

Section 709. Power To Appoint Co-Trustees.

At any time or times, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Project may at the time be located, the City and the Trustee, with the written consent of the Bank, shall have power to appoint, and, upon the request of the Trustee or of the holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding, the City shall, with the written consent of the Bank, for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint one or more Persons approved by the Trustee either to act as co-trustee or co-trustees, jointly with the Trustee of all or any part of the Project, or to act as separate

trustee or separate co-trustees of all or any part of the Project, and to vest in such Person or Persons, in such capacity, such title to the Project or any part thereof, and such rights, powers, duties, trusts or obligations as the City and the Trustee may consider necessary or desirable, subject to the remaining provisions of this section.

The Bank shall not be required to honor a draft on the Letter of Credit from a co-trustee unless the Trustee has transferred and assigned to such co-trustee its right, title and interest in the Letter of Credit in accordance with the terms of the Letter of Credit.

If the City shall have not joined in such appointment within thirty (30) days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee alone shall have the power to make such appointment.

The City shall execute, acknowledge and deliver all such instruments as may be required by any such co-trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee.

Every co-trustee or separate trustee shall, to the extent permitted by law or any applicable contract, be appointed subject to the following terms, namely:

(a) This Indenture shall become effective once the Bonds shall be authenticated and delivered, and thereupon the Trustee shall have all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of moneys, papers, securities and other personal property.

(b) All rights, powers, trusts, duties and obligations conferred or imposed upon the trustee shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-trustee or co-trustees, or separate trustee or separate trustees, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(c) Any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking, or the refraining from taking, of such action by such co-trustee or separate trustee.

(d) Any co-trustee or separate trustee to the extent permitted by law may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(e) The Trustee at any time, by an instrument in writing, with the concurrence of the City, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section 709, and, in case an Event of Default shall have occurred and be continuing the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the City. Upon the request of the Trustee, the City shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section 709.

(f) No Trustee hereunder shall be personally liable by reason of any act or omission of any other Trustee hereunder.

(g) Any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing executed by any Bondholder and delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee.

(h) Any moneys, papers, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or he shall be vested with the security interest in the Security and with such rights, powers, duties, trust or obligations, as shall be specified in the instrument or appointment jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the security interest in the Security and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the same manner as provided for with respect to the appointment of a successor Trustee pursuant to Section 704 hereof.

Section 710. Filing Of Financing Statements.

From time to time the Corporation or the Trustee at the request of the Corporation shall file or record or cause to be filed or recorded all Financing Statements which are required to be filed or recorded in order fully to protect and preserve the security interests and the priority thereof and the rights and powers of the Trustee in connection therewith, including without limitation all continuation statements for the purpose of continuing without lapse the effectiveness of (i) those Financing Statements which shall have been filed at or prior to the issuance of the Bonds in connection with the security for the Bonds pursuant to the authority of the U.C.C., and (ii) any previously filed continuation statements which shall have been filed as herein required. The City shall sign all such Financing Statements as may be required for the purposes specified in the preceding sentence. The Corporation shall pay any costs for such filing incurred by the Trustee.

Section 711. Remarketing Agent.

At the request of the Corporation, F.B.S. Investment Services, Inc., is hereby appointed as the initial Remarketing Agent. The Corporation, with the consent of the Bank, which consent shall not be unreasonably withheld, shall appoint any successor Remarketing Agent for the Bonds, subject to the conditions set forth in Section 712. Any Remarketing Agent shall designate to the City and the Trustee its principal office for purposes hereof, which shall be the office of such Remarketing Agent at which all notices and other communications in connection herewith may be delivered to it, and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the City, the Corporation, the Trustee and the Bank under which such Remarketing Agent will agree particularly to (i) perform its obligations under Section 203 with respect to the determination of the Variable Rate and the Fixed Rate, (ii) perform its obligations under Section 206 with respect to any Bond delivered or deemed to have been delivered to the Trustee as tender agent for purchase pursuant to Section 205, and (iii) keep books and records with respect to all its activities hereunder available for inspection by the City, the Trustee, the Corporation and the Bank at all reasonable times.

Section 712. Qualifications Of Remarketing Agent; Resignation; Removal.

The Remarketing Agent shall be a financial institution or corporation with the ability to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least thirty (30) days notice to the City, the Corporation, the Trustee and the Bank. The Remarketing Agent may be removed at any time, without cause, upon at least thirty (30) days notice to the Remarketing Agent, at the direction of the

Corporation, by an instrument signed by the Corporation and filed with the Remarketing Agent, the Trustee, the City and the Bank. In no event shall the resignation or removal of the Remarketing Agent be effective until a qualified successor has accepted appointment as such.

In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to its successor. Upon the resignation or removal of the Remarketing Agent, the Corporation, with the written consent of the Bank, which consent shall not be unreasonably withheld, shall appoint a successor Remarketing Agent. The Bank may appoint a successor Remarketing Agent if the Corporation fails to do so within thirty (30) days after the resignation or removal of the prior Remarketing Agent.

Section 713. Trustee As Custodian Of The Funds, Bond Registrar And Paying Agent.

The Trustee, so long as it is Trustee, shall be custodian of the funds, bond registrar and paying agent for principal of and premium (if any) and interest on the Series 1995 Bonds. The Trustee, so long as it is Trustee, shall be tender agent for the Series 1995 Bonds as provided in Article II hereof. The Trustee hereby agrees that in performing its duties as tender agent referred to in Article II hereof that it is acting as the agent and representative of the Corporation and the Bondholders and not the agent or representative of the City.

Section 714. Several Capacities.

Anything in this Indenture to the contrary notwithstanding, the same entity may serve hereunder as the Bank, the Trustee and the Remarketing Agent and in any other combination of such capacities, to the extent not prohibited by law, except the Bank and the Trustee may not be the same entity during the Fixed Rate Period.

Article VIII.

Amendments, Supplemental Indentures.

Section 801. Supplemental Indentures.

The City and the Trustee, with the consent of the Bank but without the consent of or notice to any Bondholders, may enter into an indenture or

indentures supplemental to this Indenture and not inconsistent herewith for one or more of the following purposes:

(a) to cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental indenture which may be defective or inconsistent with any provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under this Indenture which shall not adversely affect the interest of the Bondholders or the Bank;

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

(c) to grant or pledge to the Trustee for the benefit of Bondholders and the Bank any additional security other than that granted or pledged under this Indenture;

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

(e) to appoint a successor Trustee, separate trustees or co-trustees in the manner provided in Article VII;

(f) to provide for the issuance of Additional Bonds;

(g) to obtain a rating on the Series 1995 Bonds from a national rating service; and

(h) to make any other change which, in the judgment of the Trustee acting in reliance upon an opinion of counsel, is not to the prejudice of the Trustee or the Bondholders.

When requested by the City or the Corporation, and upon receipt of an opinion of Bond Counsel to the effect that all conditions precedent under this Indenture have been met, the Trustee shall join the City in the execution of any such supplemental indenture. A copy of all such supplemental indentures shall be promptly furnished to the Bank and the Corporation.

Section 802. Amendments To Indenture; Consent Of Bondholders, The Bank And The Corporation.

Exclusive of supplemental indentures covered by Section 801 and subject to the terms and provisions contained in this Section 802, and not otherwise, the holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding and affected by such indenture or indentures supplemental hereto, with the consent of the Bank, shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and direct the execution by the Trustee of such other indenture or indentures supplemental hereto as shall be consented to by the City, which consent shall not be unreasonably withheld, for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting (a) without the consent of the holders of all Bonds then outstanding (i) an extension of the maturity of the principal of, or the mandatory redemption date of, or interest on, any Bond, or (ii) a reduction in the principal amount of, or the premium or the rate of interest on, any Bond, (iii) a preference or priority of any Bond or Bonds over any other Bond or Bonds, (iv) the creation of a lien prior to the lien of this Indenture, (v) a reduction in the aggregate principal amount of the Bonds required for consent to any supplemental indenture, or (vi) a modification or change which impairs the ability of a Bondholder to tender Series 1995 Bonds for purchase pursuant to Section 205(a) hereof or (b) a modification or change in the duties of the Trustee hereunder without the consent of the Trustee. The giving of notice to and consent of the Bondholders to any such proposed supplemental indenture shall be obtained pursuant to Section 806.

Anything herein to the contrary notwithstanding, a supplemental indenture, amendment or other document described under this Article VIII which affects any rights or obligations of the Corporation shall not become effective unless and until the Corporation shall have consented to the execution of such supplemental indenture, amendment or other document.

Copies of any such supplemental indentures shall be filed with the Corporation and the Bank.

Section 803. Amendments To Loan Agreement Not Requiring Consent Of Bondholders.

The City may with the consent of the Bank and the Trustee but without the consent of or notice to any of the Bondholders, enter into or permit any amendment of the Loan Agreement acceptable to the Corporation as may be required (i) for the purpose of curing any ambiguity or formal defect or omission which shall not adversely affect the interest of the Bondholders; (ii) to grant or pledge to the City or Trustee, for the benefit of the Bondholders or

the Bank, any additional security, (iii) to provide for the issuance of Additional Bonds for the purposes set forth in, and subject to, Section 12.2 of the Loan Agreement and Section 220 hereof; or (iv) in connection with any other change therein which, in the judgment of the Trustee acting in reliance upon an opinion of counsel, is not to the prejudice of the Trustee and the holders of the Bonds.

Copies of any such amendments to the Loan Agreement shall be filed with the Trustee and the Bank.

Section 804. Amendments To Loan Agreement Requiring Consent Of Bondholders And The Bank.

Except as provided in Section 803 hereof, the City shall not enter into, and the Trustee shall not consent to, any other modification or amendment of the Loan Agreement, nor shall any such modification or amendment become effective, without the consent of the Bank and the consent of the holders of not less than a majority of the aggregate principal amount of the Bonds at the time Outstanding, such consent to be obtained in accordance with Section 806 hereof. No such amendment may, without the consent of the owners of all the Outstanding Bonds, reduce the amounts or delay the times of payment of Loan Repayments under the Loan Agreement.

Copies of any such amendments to the Loan Agreement shall be filed with the Trustee and the Bank.

Section 805. Amendments, Changes And Modifications To The Letter Of Credit And The Promissory Note.

Except as otherwise provided in the Loan Agreement or in this Indenture subsequent to the initial issuance of Series 1995 Bonds and prior to payment of the Series 1995 Bonds in full (or provision for the payment thereof having been made in accordance with the provisions of this Indenture), the Letter of Credit may not be effectively amended, changed or modified without the prior written consent of the Trustee and the Bank; provided, that the Original Letter of Credit may be extended upon similar terms (except that the amount of the Letter of Credit may be reduced to reflect any corresponding redemption of Series 1995 Bonds) without the written consent of the Trustee. The Trustee may, without the consent of the owners of the Series 1995 Bonds, consent to any amendment of the Letter of Credit as may be required (a) for purposes of curing any ambiguity, formal defect or omission which, in the Trustee's judgment, does not prejudice in any material respect the interests of the Bondholders and (b) pursuant to Section 3.7(c) of the Loan Agreement as a result of a conversion of the Bonds to a Fixed Rate. Except for such amendments, the Letter of Credit may be amended only with the consent of the City, the Trustee and the owners of a majority in aggregate principal amount of Outstanding Series 1995 Bonds

except that no such amendment may be made which would reduce the amounts required to be paid thereunder, extend the time for payment of such amounts or accelerate the expiration date of the Letter of Credit without the written consent of the owners of all Outstanding Series 1995 Bonds. The foregoing shall not limit the Trustee's obligation to send notice to the Bank to reduce amounts available to be drawn under the Letter of Credit under the circumstances set forth therein.

The Trustee may, with the consent of the Bank but without the consent of the owners of the Bonds, consent to any amendment of the Promissory Note as may be required for purposes of curing any ambiguity, formal defect or omission which, in the Trustee's judgment, does not prejudice in any material respects the interest of the Bondholders. Except for such amendments, the Promissory Note may be amended only with the consent of the City, the Trustee, the Bank and the owners of a majority in aggregate principal amount of Outstanding Bonds, except that no such amendment may be made which would reduce the amounts required to be paid or the time for payment of such amounts under the Promissory Note without the written consent of the owners of all the Outstanding Bonds.

Copies of any such amendments, changes or modifications to the Promissory Note shall be filed with the Trustee and the Bank.

Section 806. Notice To And Consent Of Bondholders.

If consent of the Bondholders is required under the terms of this Indenture for the amendment of this Indenture, the Loan Agreement, the Letter of Credit, or the Promissory Note for any other similar purpose, the Trustee shall cause notice of the proposed execution of the amendment or supplemental indenture to be given by certified mail prior to the Conversion Date and by first class mail thereafter to the last known holders of the Outstanding Bonds then shown on the Bond register. Such notice shall briefly set forth the nature of the proposed amendment, supplemental indenture or other action and shall state that copies of any such amendment, supplemental indenture or other document are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days or such longer period as shall be prescribed by the Trustee following the mailing of such notice the holders of a majority or all as the case may be, of the principal amount of the Bonds Outstanding by instruments filed with the Trustee shall have consented to the amendment, supplemental indenture or other proposed action, then the Trustee may execute such amendment, supplemental indenture or other document or take such proposed action and the consent of the Bondholders shall thereby be conclusively presumed.

Section 807. Waivers.

The Trustee shall not waive on its own behalf or on behalf of the City any obligation of the Corporation under the Loan Agreement without the consent of the Bank and the Trustee shall do so if directed by the Bank.

Article IX.

Miscellaneous.

Section 901. Execution In Counterparts.

This Indenture may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

Section 902. 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, the Bondholders, the Bank and the Corporation any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions herein being intended to be and being for the sole and exclusive benefit of the parties hereto, the Bondholders, the Bank and the Corporation as herein provided.

Section 903. Rights Of The Bank.

All rights of the Bank under this Indenture to consent to certain extensions, remedies, waivers, actions and amendments hereunder shall cease, determine and become null and void (i) for so long as the Bank wrongfully dishonors any draft presented in strict conformity with the requirements of the Letter of Credit and until it has honored a subsequent draft, if any, thereunder or (ii) if the Letter of Credit is no longer in effect and any and all of the corporation's obligations to the Bank pursuant to the Reimbursement Agreement have been paid.

Section 904. Severability.

If any provision of this Indenture is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for

any reason whatsoever, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other part or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

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

Section 905. Notices.

Except as otherwise provided herein, it shall be sufficient service or giving of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the City, the Trustee, the Bank, the Remarketing Agent or the Corporation if the same shall be duly mailed by first-class mail, postage pre-paid, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confined in writing by first-class mail, postage pre-paid or sent by telegram, telecopy or telex or other similar communication, on the same day (provided that notice of any Event of Default shall be given by Immediate Notice), addressed as follows:

If To The City:

City of Chicago
_____ City Hall
Chicago, Illinois 60602
Attention: _____
Telephone: (312) _____
Fax: (312) _____

With Copy To:

City of Chicago
Room 511, City Hall
Chicago, Illinois 60602
Attention: Legal Department
Telephone: (312) 744-6973
Fax: (312) _____

If To The Corporation:

Goose Island Beer Co.
1800 North Clybourn Avenue
Chicago, Illinois 60614
Attention: John R. Hall, President
Telephone: (312) 915-0071
Fax: _____

If To The Trustee:

First Trust National Association
_____
Saint Paul, Minnesota _____
Attention: Corporate Trust Department
Telephone: (612) 244-6000
Fax: (612) 244-0712

If To The Bank:

First Bank National Association
_____
Attention: _____
Telephone: (612) _____
Fax: (612) _____

With Copy To:

First Bank National Association
Wrigley Building
400 -- 410 North Michigan Avenue
Chicago, Illinois 60611
Attention: _____
Telephone: (312) _____
Fax: (312) _____

If To The Remarketing Agent:

F.B.S. Investment Services, Inc.
_____
Minneapolis, Minnesota
Attention: _____
Telephone: _____
Fax: _____

The City, the Corporation, the Bank, the Trustee and the Remarketing Agent, by notice given hereunder, may designate any different addresses to which subsequent notices, certificates or other communications shall be sent, but no notice directed to any one such entity shall thereby be required to be sent to more than two addresses. All notices to the Bondholders shall be sufficiently given when mailed certified mail, postage prepaid, prior to the Conversion Date and thereafter by first class mail, postage prepaid, to the Bondholders at addresses last appearing on the registration books of the Trustee.

Section 906. Payments Due On Non-Business Days.

In any case where the date of maturity of interest on or premium, if any, or principal of the Bonds or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of such interest, premium or principal need not be made on such date but shall 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, in the case of such payment, no interest shall accrue for the period from and after such date.

Section 907. Interest Computation.

The interest on the Bonds shall be computed on the basis of a 365/366-day year, as the case may be, on actual days elapsed prior to the Conversion Date and a 360-day year comprised of twelve (12) thirty (30) day months thereafter.

Section 908. Binding Effect.

This instrument shall inure to the benefit of and shall be binding upon the City and the Trustee and their respective successors and assigns, subject, however, to the limitations contained in this Indenture.

Section 909. 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.

Section 910. Governing Law.

This Indenture shall be governed by and interpreted in accordance with the laws of the State.

In Witness Whereof, The City has caused this Indenture to be executed by its Comptroller, attested to by its City Clerk and its corporate seal to be affixed hereto; and the Trustee has caused this Indenture to be executed in its name by its duly authorized officer, all as of the day and year first above written.

Attest: City of Chicago, Illinois

_____ _____

City Clerk City Comptroller

[Seal]

Attest: First Trust National Association, as Trustee

By: _____ By: _____

Its: Trust Officer Its: President

Exhibits "A", "B", "C" and "D" referred to in this Trust Indenture read as follows:

Exhibit "A".
(To Trust Indenture)

Notice Of Conversion Of Interest Rate From Variable Rate To Fixed Rate.

Re: $2,500,000 City of Chicago Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995 (the "Bonds")

To: Holders of the Bonds

This notice is given in accordance with the provisions of the Bonds and the Trust Indenture dated as of July 1, 1995, between the City of Chicago and First Trust National Association, as Trustee (the "Indenture"), under which the Bonds were issued. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Bonds and the Indenture.

(1) The interest rate(s) on the Bonds shall be convened to the Fixed Rate on [specify Conversion Date] (the "Conversion Date") if the conditions specified in this notice are satisfied on or before such date.

(2) The Corporation has delivered to the Trustee (A) a written commitment [to amend the Letter of Credit] [to issue an Alternate Letter of Credit], to be effective on the Conversion Date, and meeting the requirements of the Loan Agreement, and (B) an opinion of Bond Counsel stating that under the laws existing on [specify date of the Conversion Notice], the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes.

(3) The interest rate(s) on the Bonds shall not be converted to the Fixed Rate unless the Corporation delivers to the Trustee on the Business Day immediately preceding the Conversion Date (A) a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (i) the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to included in gross income for federal income tax purposes, and (ii) the Fixed Rate does not exceed the maximum rate permitted by applicable law; and (B) [an amendment to the Letter of Credit then in effect] [an Alternate Letter of Credit], to be effective on the Conversion Date and meeting the requirements of the Loan Agreement. If (i) the Trustee receives written notification from the Corporation by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of the Corporation's decision not to elect the conversion of the interest rate(s) on the Bonds to the Fixed Rate on the Conversion Date or (ii) the Corporation fails to deliver such supplemental

opinion of Bond Counsel and an [amendment to the Letter of Credit then in effect] [Alternate Letter of Credit] by 10:00 A.M., Chicago Illinois time on the Business Day immediately preceding the Conversion Date, the interest rate(s) on the Bonds shall not be converted to the Fixed Rate on the Conversion Date, and the Bonds shall continue to bear interest at the Variable Rate. In such event, Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased as set forth in paragraph (4) hereof.

(4) All Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) for purchase by the holders thereof shall be purchased on the Conversion Date at the purchase price equal to the principal amount of such Bonds plus accrued interest to the Conversion Date (the "Purchase Price"). Holders of the Bonds, as registered on the registration books maintained by the Trustee on the Business Day next preceding the Conversion Date, shall also be entitled to interest on the Bonds to the Conversion Date.

(5) To the extent that there shall be on deposit with the Trustee on or before the Conversion Date an amount of money sufficient to pay the Purchase Price, all Bonds (or portions thereof in authorized denominations) not delivered to the Trustee as tender agent on [specify Fixed Rate Tender Date] (the "Fixed Rate Tender Date") shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the holder thereof to the payment of principal and/or interest thereon and shall represent and constitute only the right to payment of the Purchase Price, without interest accruing thereon, on deposit with the Trustee; provided that any Bond (or portions thereof in authorized denominations) the holder of which shall have delivered to the Trustee at its principal corporate trust office as provided in Paragraph 7 hereof at least ten (10) Business Days prior to the Conversion Date a written notice in substantially the form attached to the Bonds as (Sub)Exhibit II shall not be deemed to have been tendered for purchase and shall constitute and continue to represent the right of the holder thereof to payment of principal and interest, if any, thereon in accordance with the terms of such Bond and, in the event of such election, unless the interest rate on the Bonds is not converted to the Fixed Rate on the Conversion Date in accordance with Paragraph (3) hereof, a Replacement Bond in substantially the form of Exhibit D to the Indenture shall be delivered by the Trustee pursuant to Section 214 of the Indenture upon due presentment and surrender of such Bond to the Trustee.

(6) The Fixed Rate shall be determined by F.B.S. Investment Services, Inc., the Remarketing Agent, on [specify Computation Date] (the "Computation Date") and shall be for all Bonds the rate determined by the Remarketing Agent on the Computation Date to be the rate which, if borne by the Bonds would, in the judgment of the Remarketing Agent having due regard to prevailing market conditions for tax-exempt revenue bonds or other tax-exempt securities comparable to the Bonds, be the

interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds or portion thereof tendered (or deemed to have been tendered) for purchase at a price of par (exclusive of accrued interest, if any) on the Computation Date; provided, however, that the Fixed Rate shall not exceed the maximum rate permitted by law. If for any reason the Remarketing Agent fails to determine the Fixed Rate by the close of business on the Computation Date, the Bonds shall continue to bear interest at the Variable Rate as determined in accordance with the Indenture.

(7) The address of the principal corporate trust office of the undersigned is:

First Trust National Association
_____
Saint Paul, Minnesota _____
Attention: Corporate Trust Department

(8) The Bonds are presently secured by a Letter of Credit issued by [insert name of Bank]. As of the Conversion Date, [insert name of Bank amending the Letter of Credit or issuing an Alternate Letter of Credit] [will amend the Letter of Credit] [will issue an Alternate Letter of Credit securing the Bonds in lieu of the Letter of Credit]. Such [Alternate] Letter of Credit will have an initial expiration date of not later than _____, ____. [Enclosed herewith are disclosure materials provided by the Corporation with respect to the issuer of the Alternate Letter of Credit. The Trustee Has Not Prepared, Examined Or Reviewed The Disclosure Materials And Disclaims Any Liability Resulting From Or Arising Out Of The Contents Of Such Materials.]

(9) From and after the Conversion Date, the Bonds will no longer be subject to purchase as provided in Section 205 of the Indenture.

(10) The Trustee shall promptly notify by mail all Bondholders which have elected, in accordance with the provisions of Paragraph (4) hereof, not to tender Bonds in the event that the interest rate is not converted to the Fixed Rate on the Conversion Date.

First Trust National Association

By: _____

Its: _____

Exhibit "B".
(To Trust Indenture)

Notice Of Mandatory Purchase Date.

Re: $2,500,000 City of Chicago Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995 (the "Bonds")

To: Holders of the Bonds

This notice is given in accordance with the provisions of the Bonds and the Trust Indenture dated as of July 1, 1995, between the City of Chicago and First Trust National Association, as Trustee (the "Indenture"), under which the Bonds were issued. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Bonds and the Indenture.

(1) The Bonds are presently secured by a Letter of Credit issued by [insert name of Bank]. As of [insert effective date of Alternate Letter of Credit] (the "Mandatory Purchase Date"), [insert name of bank issuing Alternate Letter of Credit] will issue an Alternate Letter of Credit securing the Bonds in lieu of the Letter of Credit.

(2) All Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) shall be purchased on the Mandatory Purchase Date at a purchase price equal to one hundred percent (100%) of the principal amount of such Bonds plus accrued interest, if any, to the Mandatory Purchase Date (the "Purchase Price").

(3) To the extent that there shall be on deposit with the Trustee on or before the Mandatory Purchase Date an amount of money sufficient to pay the Purchase Price, all Bonds (or portions thereof in authorized denominations not delivered to the Trustee as tender agent on [specify Mandatory Purchase Tender Date] (the "Mandatory Purchase Tender Date") shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the holder thereof to the payment of principal and/or interest thereon and shall represent and constitute only the right to payment of the Purchase Price, without interest accruing thereon, on deposit with the Trustee; provided that Bonds (or portions thereof in authorized denominations) the holder of which shall have delivered to the Trustee at its principal corporate trust office at least five (5) Business Days prior to the Mandatory Purchase Date a written notice in substantially the form of Exhibit III attached to the Bonds shall not be deemed to have been tendered for purchase and shall constitute and continue to represent the right of the holder thereof to

payment of principal and interest, if any, thereon in accordance with the terms of such Bonds.

(4) Enclosed herewith are disclosure materials provided by the Corporation with respect to the Alternate Letter of Credit. The Trustee Has Not Prepared, Examined Or Reviewed The Disclosure Materials And Disclaims Any Liability Resulting From Or Arising Out Of The Contents Of Such Materials.

(5) The address of the principal corporate trust office of the undersigned is:

First Trust National Association
Saint Paul, Minnesota
Attention: Corporate Trust Department

First Trust National Association

By: _____

Its: _____

Exhibit "C".
(To Trust Indenture)

Form Of Variable Rate Series 1995 Bond.

United States Of America

State Of Illinois

City Of Chicago, Illinois

Industrial Development Revenue Bond
(Goose Island Beer Co. Project)
Series 1995.

Interest Rate	Maturity Date	Date Of Original Issue	C.U.S.I.P.
Variable	July 1, 2010	July ____, 1995	

Registered Owner:

Principal Amount:

For Value Received, The City of Chicago (the "City") hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, at the principal corporate trust office of the Trustee named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the rates determined as set forth herein from the date hereof or such later date which interest has been paid, but only from the sources and in the manner hereinafter provided on each Interest Payment Date (as hereinafter defined) until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal of, premium, if any, and interest on this Bonds shall be made in lawful money of the United States of America which at the time of payment is legal tender for payment of public and private debts. Unless other arrangements are made pursuant to Section 202 of the Indenture, interest is payable by check or draft mailed by the Trustee, when due, to the registered holder thereof at the close of business on the Record Date (as hereinafter defined) immediately preceding any Interest Payment Date at the address of such holder as it appears on the Bond register maintained by the Trustee.

Interest on this Bond shall be computed on the basis of a 365/366-day year, as the case may be, on actual days elapsed prior to the Conversion Date (as hereinafter defined) and a 360-day year consisting of twelve (12) months of thirty (30) days each thereafter.

This Bond is one of an authorized series of Bonds of the City designated "Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995" and issued in the aggregate principal amount of $2,500,000 (the "Bonds"), for the purpose of making a loan of the full principal amount of the Bonds to Goose Island Beer Co., an Illinois corporation (the Corporation"), in accordance with the Loan Agreement between the City and the Corporation dated as of July 1, 1995 (the "Loan Agreement"), so as to enable the Corporation to acquire, construct and equip a manufacturing facility (collectively the "Project").

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Section 1, Article

VII of the 1970 Constitution of the State of Illinois, and pursuant to a bond ordinance of the City Council adopted on July ____, 1995 (the "Resolution") and a Trust Indenture (the "Indenture") dated as of July 1, 1995, between the City and First Trust National Association, as Trustee (the "Trustee").

The Bonds and interest due thereon shall not be a general obligation, a debt or a liability of the City or an obligation, debt or liability of the State of Illinois and do not constitute or give rise to any pecuniary liability or charge against the general credit of the City or the credit or taxing power of the City of Chicago or the State of Illinois, but shall be limited obligations of the City payable solely from and secured by the "Security", including the moneys available to be drawn by the Trustee under a certain letter of credit (the "Original Letter of Credit", and together with any Alternate Letter of Credit (as defined in the Indenture) delivered to and accepted by the Trustee in accordance with the Loan Agreement, the "Letter of Credit"), issued by First Bank National Association, Minneapolis, Minnesota (together with the issuer of any alternate or replacement letter of credit delivered to and accepted by the Trustee in accordance with the Loan Agreement, the "Bank"), all as defined in and subject to limitations set forth in the Indenture, for the equal and ratable benefit of the holders, from time to time, of the Bonds (the "Bondholders"), except as otherwise provided in the Indenture. The Bonds do not constitute an indebtedness, or obligation of the City within the purview of any constitutional limitation or provision.

Limited Obligations. The Bonds and the obligation to pay interest thereon and any redemption premium with respect thereto do not constitute a general obligation of the City, but are limited obligations of the City, secured as aforesaid and payable solely out of the revenues and income derived from the Loan Agreement, the Note, the Letter of Credit and as otherwise provided in the Indenture and the Loan Agreement. The Bonds and the obligation to pay interest thereon and any redemption premium with respect thereto shall not be deemed to constitute an indebtedness or obligation of the City within the purview of any constitutional limitation or provision. No Bondholder has the right to compel any exercise of the taxing power of the City of Chicago, the State of Illinois or any other political subdivision of the State to pay the Bonds.

No recourse shall be had for the payment of the principal of redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Loan Agreement against any past, present or future official officer, agent or employee of the City, or any official, officer, employee or agent of any successor entity, either directly or through the City or any successor entity, 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 official, officer, employee or agent is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture or the Loan Agreement and the issuance of the Bonds.

Reference is hereby made to the Indenture for a description of the nature and extent of the Security, and to the Letter of Credit for the terms thereof. The Original Letter of Credit is being issued pursuant to the terms of a Reimbursement Agreement (the "Reimbursement Agreement") dated as of July 1, 1995, between the Bank and the Corporation.

The Bonds are issuable as fully registered Bonds in the denomination of $100,000 or any integral multiple thereof during the Variable Rate Period (hereinafter defined) and in the denomination of $5,000 or an integral multiple thereof during the Fixed Rate Period (hereinafter defined). This Bond, upon surrender hereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the trustee executed by the registered holder hereof or his attorney duly authorized in writing, may, at the option of the registered holder hereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denomination. This Bond is transferable as provided in the Indenture, subject to certain limitations therein contained, only upon the Bond register of the City kept by the Trustee, and only upon surrender of this Bond for transfer to the Trustee duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered holder hereof or his attorney duly authorized in writing. Thereupon, one or more new Bonds of authorized denominations and in the same aggregate principal amount will be issued to the designated transferee or transferees.

Any service charge made by the trustee for any such registration, transfer or exchange hereinbefore referred to shall be paid by the Corporation. The Trustee or the City may require payment by the Bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. Neither the City nor the trustee shall make any such exchange or registration of transfer of any Bond after notice calling such Bond for redemption or partial redemption has been given and prior to such redemption.

The City, the Corporation, the Trustee and any other agent of the City may treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes, except that payment of or on account of either principal, premium, if any, or interest shall be made only to or upon the order of the holder of record as of the Record Date or its duly authorized attorney, but such registration may be changed as provided in the Indenture. Neither the City, the Corporation, the Trustee nor any other such agent shall be affected by notice to the contrary.

By Acceptance Of This Bond, The Bondholder Agrees That It Will Not Transfer Or Grant Participations In Such Bond In Denominations Of Less Than $100,000 During The Variable Rate Period.

Interest Rates On The Bonds.

(a) Interest on the Bonds will be payable at the Variable Rate (as hereinafter defined) from the Date of Original Issue until the earlier of the Conversion Date or the date of payment in full of the Bonds (the "Variable Rate Period"). During the Variable Rate Period, the Variable Rate shall be determined by F.B.S. Investment Services, Inc., Minneapolis, Minnesota, as Remarketing Agent under the Indenture (together with any successor Remarketing Agent under the Indenture, the "Remarketing Agent"), by 3:00 P.M. Chicago, Illinois time on each Wednesday (or the immediately preceding Business Day if Wednesday is not a Business Day for the next Calendar Week (as hereinafter defined) and shall be the rate of interest which, if borne by the Bonds, would, in the judgment of the Remarketing Agent, having due regard to the prevailing financial market conditions for tax-exempt revenue bonds or other tax-exempt securities of the same general nature as the Bonds or tax-exempt securities which are comparable as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to place the Bonds (exclusive of accrued interest, if any) at a price of par at the time such interest rate is determined. The Variable Rate as so determined shall be uniform during each Calendar Week for all Series 1995 Bonds. Notwithstanding the foregoing, the Variable Rate shall not exceed the lesser of twelve percent (12%) per annum or the maximum rate permitted by applicable law. If no Remarketing Agent shall be serving under the Indenture, or if for any reason the Remarketing Agent has not determined the Variable Rate on a Wednesday (or immediately preceding Business Day if Wednesday is not a Business Day) for the next Calendar Week, the Variable Rate effective for such Calendar Week shall be the Variable Rate most recently determined by the Remarketing Agent as aforesaid.

As used herein, "Calendar Week" means the period of seven (7) days from and including Thursday to and including the following Wednesday; provided, however, that the first Calendar Week means the period from the date on which the Bonds are delivered to the purchaser or purchasers thereof upon original issuance to and including the following Wednesday.

(b) The Bonds shall bear interest at the Fixed Rate (as hereinafter defined) during the Fixed Rate Period. The Fixed Rate for the Bonds shall be determined by the Remarketing Agent on the date which is five (5) Business Days prior to the Conversion Date (the "Computation Date") and shall be the rate determined by the Remarketing Agent on the Computation Date to be the rate which, if borne by the Bonds would, in the judgment of the Remarketing Agent having due regard to prevailing market conditions for tax-exempt revenue bonds or other tax-exempt securities comparable to the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds or portion thereof tendered (or deemed to have been tendered) for purchase at a price of par (exclusive of accrued interest, if any) on the Computation Date;

provided, however, that the Fixed Rate shall not exceed the maximum rate permitted by applicable law. If for any reason the Remarketing Agent fails to determine the Fixed Rate by the close of business on the Computation Date, the Bonds shall continue to bear interest at the Variable Rate determined in accordance with the Indenture.

(c) The determination of the Variable Rate or the Fixed Rate by the Remarketing Agent shall be conclusive and binding upon the City, the Corporation, the Trustee, the Remarketing Agent and the Bondholders.

(d) In determining the interest rate that the Bonds shall bear as provided herein, neither the Remarketing Agent nor the Trustee shall have any liability to the City, the Corporation, the Trustee or any Bondholder except for its gross negligence or willful misconduct.

As used herein, "Business Day" means any day other than (i) a Saturday, (ii) a Sunday, (iii) a day on which banking institutions in the City in which the principal corporate trust office of the Trustee (or its bond registrar, paying agent or tender agent offices) is located or the principal office of the Remarketing Agent is located or the office of the Bank at which action is to be taken to realize moneys under the Letter of Credit are required or authorized by law or executive order to be closed, or (iv) a day on which the New York Stock Exchange is closed.

As used herein, "Interest Payment Date" means (i) during the Variable Rate Period, the first day of each month, commencing August 1, 1995, (ii) the Conversion Date and (iii) following the Conversion Date, each January 1 and July 1.

As used herein, "Record Date" means with respect to each Interest Payment Date (i) on and prior to the Conversion Date, the Trustee's close of business on the Business Day next preceding such Interest Payment Date, and (ii) after the Conversion Date, the Trustee's close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, regardless of whether such day is a Business Day.

Conversion Of Interest Rate On Bonds.

(a) During the Variable Rate Period, the interest rate(s) on the Bonds, at the option of the Corporation, shall be converted from the Variable Rate to the Fixed Rate, upon delivery by the Corporation to the Trustee, the Remarketing Agent, the Bank and the City:

(1) on any Business Day of any calendar month during the Variable Rate Period, of (A) a notice (the "Conversion Notice") stating that the Corporation has elected to convert the interest rate(s) on the Bonds to the Fixed Rate and specifying the Conversion Date, which date shall be the first Business Day of the second calendar month after the calendar month

during which the Trustee receives the Conversion Notice (which Conversion Date shall be an Interest Payment Date regardless of whether the interest rate on the Bonds is in fact converted to the Fixed Rate on such date), (B) a written commitment from the Bank to amend the Letter of Credit then in effect or another bank to issue an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of Section 3.7(c)(1) of the Loan Agreement, and (C) an opinion of Bond Counsel stating that under the laws existing on the date of the Conversion Notice, the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes; and

(2) by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date, of (A) a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (i) the conversion of the interest rate(s) on the Bonds will not cause the interest on the Bonds to be included in gross income for federal income tax purposes and (ii) the Fixed Rate does not exceed the maximum rate permitted by applicable law; and (B) an amendment to the Letter of Credit then in effect or an Alternate Letter of Credit, in either case to be effective on the Conversion Date and meeting the requirements of the Loan Agreement. No Conversion Notice may be given if a Mandatory Purchase Date (as hereinafter defined) has been established and is existing as provided in paragraph (d) under the heading "Tender of Bonds for Purchase" herein.

The option to cause the conversion from the Variable Rate to the Fixed Rate may not be exercised by the Corporation prior to January 1, 1996.

(b) Upon receipt from the Corporation of a Conversion Notice, a commitment to amend the Letter of Credit then in effect or to issue an Alternate Letter of Credit and an opinion of Bond Counsel described in paragraph (a)(1) above, the Trustee shall within five (5) Business Days give notice by mail to the Bondholders, which notice shall state in substance:

(1) that the interest rate(s) on the Bonds shall be converted to the Fixed Rate on the Conversion Date if the conditions specified in such notice are satisfied on or before such date;

(2) the Conversion Date;

(3) that the Corporation has delivered to the Trustee an opinion of Bond Counsel stating that under the laws existing on the date of the Conversion Notice, the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes;

(4) that the interest rate(s) on the Bonds shall not be converted to the

Fixed Rate unless the Corporation delivers to the Trustee on the Business Day immediately preceding the Conversion Date a supplemental opinion of Bond Counsel stating that under the laws existing on such date, (A) the conversion of the interest rate(s) on the Bonds to the Fixed Rate will not cause the interest on the Bonds to be included in gross income for federal income tax purposes, and (B) the Fixed Rate does not exceed the maximum rate permitted by applicable law, and if (i) the Trustee receives written notification from the Corporation by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of the Corporation's decision not to elect the conversion of the interest rate(s) on the Bonds to the Fixed Rate on the Conversion Date or (ii) the Corporation fails to deliver such supplemental opinion of Bond Counsel on such date, the interest rate(s) on the Bonds shall not be converted to the Fixed Rate on the Conversion Date and the Bonds shall continue to bear interest at the Variable Rate, and that, in such event, Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased as set forth in Paragraph (6) hereof;

(5) the date which is one (1) Business Day prior to the Conversion Date (the "Fixed Rate Tender Date");

(6) that all Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) for purchase by the holders thereof shall be purchased on the Conversion Date at a purchase price equal to the principal amount of such Bonds plus accrued interest to the Conversion Date;

(7) that, to the extent that there shall be on deposit with the Trustee on or before the Conversion Date an amount of money sufficient to pay the purchase price thereof, all Bonds (or portions thereof in authorized denominations) not delivered to the Trustee as tender agent on the Fixed Rate Tender Date shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the holder thereof to the payment of principal and/or interest thereon and shall represent and constitute only the right to payment of the purchase price thereof, without interest accruing thereon, on deposit with the Trustee; provided that any Bond (or portions thereof in authorized denominations) the holder of which shall deliver to the Trustee at its principal corporate trust office at least ten (10) Business Days prior to the Conversion Date a written notice in substantially the form attached hereto as (Sub)Exhibit II shall not be deemed to have been tendered for purchase and shall constitute and continue to represent the right of the holder thereof to payment of principal and interest, if any, thereon in accordance with the terms of such Bond and in such event, unless the interest rate on the Bonds is not converted to the Fixed Rate on the Conversion Date in accordance with Paragraph (4) above, a replacement Bond in substantially the form of Exhibit D to the Indenture shall be delivered by the Trustee pursuant to Section 214 of the Indenture upon due presentment and surrender of such Bond to the Trustee.

(8) the method for determining the Fixed Rate and the name of the Remarketing Agent;

(9) the address of the principal corporate trust office of the Trustee;

(10) the name of the Bank issuing the Letter of Credit or Alternate Letter of Credit that will secure the Bonds after the Conversion Date and the scheduled expiry date of such letter of credit; and

(11) that from and after the Conversion Date and if such conversion is consummated, the Bonds will no longer be subject to purchase as provided herein.

Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice.

(c) If the Trustee receives written notification from the Corporation by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date of the Corporation's decision not to elect the conversion of the interest rate(s) on the Bonds to the Fixed Rate on the Conversion Date or if the Corporation fails to deliver to the Trustee by 10:00 A.M., Chicago, Illinois time on the Business Day immediately preceding the Conversion Date the supplemental opinion of Bond Counsel as required by Paragraph (a)(2) above, respectively, the interest rate(s) on the Bonds shall not be converted to the Fixed Rate on the Conversion Date and the Bonds shall continue to bear interest at the Variable Rate. In such event, Bonds tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be purchased on the Conversion Date in accordance with the provisions of Paragraph (f) under the heading "Tender of Bonds for Purchase" herein. Further, the City, the Corporation, the Trustee and the Bondholders, other than Bondholders whose Bonds were tendered (or deemed to have been tendered) for purchase on the Conversion Date shall be restored to their former positions and rights hereunder with respect to the Bonds, and all rights of the City, the Trustee and the Corporation hereunder shall continue as if no such proceedings for the conversion of the interest rate on the Bonds had been taken. The Trustee shall promptly notify the City and the Bondholders by mail (and shall immediately notify the Bank and the Remarketing Agent by telephone) in the event that the interest rate on the Bonds is not converted on the Conversion Date as provided herein.

(d) No conversion of the interest rate on the Bonds shall occur as provided herein if at the time of such conversion an Event of Default shall have occurred under the Indenture and be continuing with respect to the Bonds.

(e) No Conversion Notice may be given if a Mandatory Purchase Date has been established and is existing pursuant to the Indenture.

(f) The Bonds shall not be subject to purchase as provided herein after the Conversion Date.

"Bond Counsel" means a firm of nationally recognized attorneys at law acceptable to the City experienced in legal work relating to the issuance of bonds the interest on which is excluded from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, as amended.

Tender Of Bonds For Purchase.

(a) During the Variable Rate Period, the holders of the Bonds shall have the right to tender any Bond or Bonds (or portion thereof in an amount of $100,000 or any integral multiple thereof) to the Trustee as tender agent for purchase on any Optional Tender Date (as hereinafter defined) at a purchase price equal to one hundred percent (100%) of the principal amount of Bonds to be purchased plus interest thereon, if any, to the Optional Purchase Date, but only upon:

(1) delivery to the Trustee at its principal corporate trust office of an irrevocable written notice in substantially the form attached hereto as (Sub)Exhibit I at least seven (7) days prior to the date on which the Bonds are to be purchased (the "Optional Tender Date"), in which event the Trustee shall give the Remarketing Agent, the Corporation and the Bank prompt telephonic notice of the receipt of such written notice; and

(2) delivery of such Bond or Bonds (with an appropriate instrument of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office at or prior to 10:00 A.M., Chicago, Illinois time, on such Optional Tender Date; provided, however, that no Bond (or portion thereof in an authorized denomination) shall be purchased unless the Bond so delivered to the Trustee shall conform in all respects to the description thereof in the aforesaid notice.

Any election of a Bondholder to tender a Bond or Bonds (or portion thereof as aforesaid) for purchase on any Optional Tender Date as provided in this paragraph (a) shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If a Bondholder fails to deliver such Bond or Bonds to the Trustee as tender agent on or before 10:00 A.M. Chicago, Illinois time, on such Optional Tender Date as required by this Paragraph (a), such Bond or Bonds (or portions thereof in authorized denominations) which are not delivered to the Trustee shall be deemed to have been property tendered to the Trustee and, to the extent that there shall be on deposit with the Trustee on or before the Optional Tender Date an amount sufficient to pay the Purchase Price thereof, such Bond or Bonds shall cease to constitute or represent a right to payment of principal or interest thereon and shall constitute and represent only the right to the payment of Purchaser Price payable on the Optional

Tender Date. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Optional Tender Date to receipt of interest due on such date.

(b) Any Bond or Bonds tendered to the Trustee, as tender agent, by a holder for purchase on any date occurring after the date notice is given by the Trustee to the Bondholders as provided in Paragraph (b) under the heading "Conversion of Interest Rate on Bonds" herein through the Conversion Date may not be remarketed except to a purchaser who delivers to the Trustee at the time of such purchase a written statement to the effect that such purchaser agrees to accept the Fixed Rate on the Conversion Date or to deliver such Bond or Bonds for purchase pursuant to Paragraph (c) immediately following.

(c) Upon any conversion of the interest rate on the Bonds to the Fixed Rate, the holders of the Bonds shall tender all Bonds (with appropriate instruments of transfer duly executed in blank) to the Trustee as tender agent at its principal corporate trust office on or before the Fixed Rate Tender Date for purchase on the Conversion Date at a purchase price equal to one hundred percent (100%) of the principal amount of the Bonds to be purchased plus accrued interest to the Conversion Date, except for any Bond or Bonds (or portions thereof in Authorized Denominations) the holders of which shall deliver to the Trustee at its principal corporate trust office at least ten (10) Business Days prior to the Conversion Date a written notice in substantially the form of (Sub)Exhibit II attached hereto.

(d) During the Variable Rate Period, the Bonds shall be subject to purchase on each Mandatory Purchase Date (as hereinafter defined) as hereinafter provided:

(1) If the Corporation delivers to the Trustee not less than sixty (60) days prior to the stated expiration date of the Letter of Credit then in effects satisfactory evidence that the Corporation has obtained an Alternate Letter of Credit to be effective upon or prior to the fifteenth (15th) day immediately preceding such stated expiration date and specifying the name of the issuer of the Alternate Letter of Credit, the holders of the Bonds shall tender all Bonds (with appropriate instruments of transfer duly executed in blank) except for those Bonds which the holder thereof elects not to tender pursuant to the Indenture as described in paragraph (e) below, to the Trustee as tender agent at its principal corporate trust office on or before the Business Day immediately prior to the applicable Mandatory Purchase Date (the "Mandatory Purchase Tender Date") for purchase on the applicable Mandatory Purchase Date, which shall be a Business Day that is the effective date of the Alternate Letter of Credit, at a purchase price equal to one hundred percent (100%) of the principal amount of the Bonds to be purchased plus accrued interest, if any, to the Mandatory Purchase Date. If the Corporation fails to deliver such satisfactory evidence and fails to provide the Trustee not less than

sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect an extension of such Letter of Credit for a period of not less than one (1) year ending on July 15, then the Bonds will be called for special mandatory redemption as set forth under the heading "Special Mandatory Redemption" herein.

(2) Upon the Bonds becoming subject to tender for purchase as provided in clause (1) above, the Trustee shall within five (5) Business Days after receipt of the letter specified in clause (1), give telephonic notice to the Remarketing

Agent and give notice by certified mail to the Bondholders, which notice shall state in substance:

(i) the name of the bank issuing the Alternate Letter of Credit and the effective date thereof;

(ii) the Mandatory Purchase Tender Date;

(iii) the Mandatory Purchase Date, which shall be a Business Day that is the effective date of the Alternate Letter of Credit;

(iv) that all Bonds (or portions thereof in Authorized Denominations) tendered (or deemed to have been tendered) shall be purchased on the Mandatory Purchase Date at a purchase price equal to one hundred percent (100%) of the principal amount of such Bonds plus accrued interest, if any, to the Mandatory Purchase Date;

(v) that, to the extent that there shall be on deposit with the Trustee on or before the Mandatory Purchase Date an amount of money sufficient to pay the purchase price thereof, all Bonds (or portions thereof in Authorized Denominations) not delivered to the Trustee as tender agent on the Mandatory Purchase Tender Date shall be deemed to have been properly tendered for purchase and shall cease to constitute or represent a right on behalf of the holder thereof to the payment of principal and/or interest thereon and shall represent and constitute only the right to payment of the purchase price thereof, without interest accruing thereon, on deposit with the Trustee; provided that Bonds (or portions thereof in Authorized Denominations) the holder of which shall deliver to the Trustee at its principal corporate trust office at least five (5) Business Days prior to the Mandatory Purchase Date an irrevocable written notice in substantially the form of (Sub)Exhibit III attached hereto shall not be deemed to have been tendered for purchase and shall constitute and continue to represent the right of the holder thereof to payment of principal and interest, if any, thereon in accordance with the terms of such Bond; and

(vi) the address of the principal corporate trust office of the Trustee.

Any notice given in such manner shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. At the direction of the Corporation, the Trustee shall also mail to the Bondholders any disclosure materials provided by the Corporation with respect to the Alternate Letter of Credit.

(3) The Bonds shall be tendered for purchase as provided in this paragraph (d), except for any Bond or Bonds (or portions thereof in Authorized denominations) the holder of which shall deliver to the Trustee as tender agent at its principal corporate trust office at least five (5) Business Days prior to the mandatory Purchase Date an irrevocable written notice in substantially the form of (Sub)Exhibit III attached hereto.

(4) If the Corporation fails to deliver the Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date, the payment of the principal of and interest on the Bonds shall immediately be declared due and payable and interest thereon shall accrue to the fifteenth (15th) day following the date of such declaration.

(e) Any election by a Bondholder to retain any Bond or Bonds (or portions thereof in authorized denominations) and not to tender such Bond or Bonds (or portions thereof in authorized denominations) for purchase on the Conversion Date or applicable Mandatory Purchase Date, as the case may be, in accordance with Paragraph (c) or (d) above, shall be irrevocable and shall be binding on the Bondholder making such election and on any transferee of such Bondholder. If a Bondholder fails to give notice of such an election with respect to any Bond or Bonds (or portions thereof in Authorized Denominations) and thereafter fails to deliver such Bond or Bonds to the Trustee as tender agent on or before the Fixed Rate Tender Date or Mandatory Purchase Tender Date, as the case may be, as required by Paragraph (c) or (d) above, such Bond or Bonds (or portions thereof in Authorized Denominations) which are not delivered to the Trustee shall be deemed to have been properly tendered to the Trustee and, to the extent that there shall be on deposit with the Trustee on or before the Conversion Date or Mandatory Purchase Date, as the case may be, an amount sufficient to pay the Purchase Price thereof, such Bond or Bonds shall cease to constitute or represent a right to payment of principal or interest thereon and shall constitute and represent only the right to the payment of the Purchase Price payable on or after the Conversion Date or Mandatory Purchase Date, as the case may be. The foregoing shall not limit the entitlement of any Bondholder on any Record Date immediately preceding the Conversion Date or Mandatory Purchase Date to receipt of interest due on such Date. The Trustee will inform the Remarketing Agent by telephone on each date on which the Trustee receives notice from a Bondholder or Bondholders to retain any Bonds on the Fixed Rate Tender Date or a Mandatory Purchase

Tender Date, as the case may be, of the principal amount of Bonds to be retained on each such Date.

(f) On each Optional Tender Date and Mandatory Purchase Date and on the Conversion Date, the Trustee shall purchase (but solely from funds received by the Trustee in accordance with the Indenture, including moneys received from a drawing under the Letter of Credit) the Bond or Bonds (or portions thereof in authorized denominations) tendered (or deemed to have been tendered) to the Trustee for purchase in accordance with the Indenture at a purchase price equal to one hundred percent (100%) of the principal amount of the Bond or Bonds (or portions thereof in authorized denominations) to be purchased plus, in the case of a tender for purchase pursuant to paragraph (a) or (d) above, accrued interest, if any, thereon to the Optional Tender Date or Mandatory Purchase Date, as the case may be. Funds for the payment of the purchase price of such Bond or Bonds (or portions thereof in authorized denominations) shall be paid by the Trustee solely from the sources provided in the Indenture. In the event that only a portion of any Bond or Bonds shall be tendered (or deemed to have been tendered) for purchase by the holder thereof, there shall be issued to the holder of such Bond or Bonds, without charge therefor, a new Bond or Bonds as provided in the Indenture in any authorized denomination or denominations (as specified by such Bondholder by written notice) and in an aggregate principal amount equal to the principal amount of such Bond or Bonds not tendered or deemed to have been tendered for purchase.

The Bonds are not subject to redemption prior to maturity except as hereinafter provided.

Optional Redemption.

On or prior to the Conversion Date, the Bonds are subject to redemption by the City, at the option of the Corporation, but subject to the receipt [by the Trustee of the written consent of the Bank under certain conditions set forth in the Indenture,] at any time upon the giving of notice of redemption, in whole or in part in multiples of $100,000, at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

After the Conversion Date, the Bonds are subject to redemption by the City, at the option of the Corporation, but subject to the receipt [by the Trustee of the written consent of the Bank under certain conditions set forth in the Indenture,] on or after the First Optional Redemption Date (as hereinafter defined), in whole at any time or in part in multiples of $5,000 on any Interest Payment Date for which notice of redemption can be given, at the redemption prices determined as provided in the Indenture.

As used herein, "First Optional Redemption Date" means (a) if the Conversion Date is not more than five (5) years prior to July 1, 2010, then

the First Optional Redemption Date shall be the first July 1 following the Conversion Date, and (b) if the Conversion Date occurs more than five (5) years prior to July 1, 2010, then the First Optional Redemption Date shall be the first July 1 occurring following the fifth (5th) year anniversary of the Conversion Date.

Mandatory Redemption.

The Bonds shall be called for redemption in the event (1) insurance or condemnation proceeds are deposited in the Bond Fund pursuant to Article VII of the Loan Agreement or (2) of a Determination of Taxability (as defined in the Indenture). If called for redemption pursuant to (1) above, the Bonds shall be subject to redemption to the extent of such insurance or condemnation proceeds deposited in the Bond Fund at any time upon the giving of such notice of redemption at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. If called pursuant to (2) above, the Bonds shall be subject to redemption by the earliest practicable date for which notice can be given following a Determination of Taxability at one hundred percent (100%) of the aggregate principal amount of Bonds outstanding plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption.

The Bonds are subject to mandatory sinking fund redemption in part prior to maturity, in accordance with Section 217(c) of the Indenture at a redemption price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the redemption date, in the following principal amounts and on the dates set forth below (subject to certain credits provided for in Section 217(c) of the Indenture):

July 1	Principal Amount	July 1	Principal Amount
1996		2004	
1997		2005	
1998		2006	
1999		2007	
2000		2008	
2001		2009	

July 1	Principal Amount	July 1	Principal Amount
2002		2010*	
2003			

Special Mandatory Redemption.

In the event that, at least sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect, the Trustee has not been provided with an extension of such Letter of Credit for a period of not less than one (1) year ending on July 15 or satisfactory evidence that an Alternate Letter of Credit is to be issued for such period, then the Bonds will be called for special mandatory redemption on the July 1 next preceding the stated expiration date of the then existing Letter of Credit at a redemption price of one hundred percent (100%) of principal amount plus accrued interest to the redemption date.

The Corporation shall have the right to purchase in lieu of redemption all or a portion of the Bonds to be redeemed pursuant to the preceding paragraph by delivering to the Trustee on or prior to the redemption date (a)(i) an Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement or (ii) an extension of the Letter of Credit then in effect for a period of not less than one (1) year ending on July 15, and (b) a written notice specifying the principal amount of Bonds to be so purchased. As and when Bonds to be so purchased by the Corporation are delivered to the Trustee, the Trustee shall pay the purchase price for such Bonds (which shall be equal to the scheduled redemption price) from moneys drawn under the Letter of Credit and shall hold such Bonds as Pledged Bonds until such time as such Bonds are remarketed by the Remarketing Agent pursuant to Section 206 of the Indenture. Provided moneys are on deposit with the Trustee to pay the purchase price of such Bonds on the date fixed for redemption, Bonds to be so purchased by the Corporation which are not delivered to the Trustee on such date shall nonetheless be deemed to have been tendered for purchase of and to have been purchased by the Corporation, which shall thereafter be the owner of such Bonds for all purposes. Bonds so purchased by the Corporation shall not be cancelled on

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* Final Maturity

the scheduled redemption date but shall be treated as if tendered for purchase pursuant to Section 205 of the Indenture.

Partial Redemption.

If less than all the outstanding Bonds shall be called for redemption, the Trustee shall select, or arrange for the selection of, the Bonds to be redeemed by lot, in such manner as it shall in its discretion determine; provided that any such Bonds selected for redemption shall be in $100,000 portions thereof prior to the Conversion Date and in $5,000 portions thereof after the Conversion Date. Notwithstanding the foregoing, Bonds pledged to the Bank (the "Pledged Bonds") pursuant to the Pledge and Security Agreement dated as of July 1, 1995 among the Corporation, the Trustee and the Bank shall be selected by the Trustee for redemption before any other Bonds are selected for redemption. If there shall be drawn for redemption less than the principal amount of a Bond, the City shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the owner thereof, in exchange for the unredeemed principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations.

Notice Of Redemption.

In the event of a redemption of the Bonds for any reason, notice thereof shall be given to the holders of the Bonds to be so redeemed in the manner specified in this paragraph. Upon receipt by the Trustee of notice from the City, as directed by the Corporation, at least forty-five (45) days prior to the redemption date that the Bonds shall be redeemed as provided herein (except for Sinking Fund Redemptions, a Special Mandatory Redemption or a Mandatory Redemption on a Determination of Taxability, which shall not require any such notice from the City to the Trustee), notice of redemption shall be mailed by the Trustee by certified mail prior to the Conversion Date and thereafter by first class mail at least thirty (30) days but not more than forty-five (45) days before the redemption date to each holder of the Bonds to be redeemed in whole or in part at his last address appearing on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or a portion thereof with respect to which no such failure or defect has occurred. In addition, the Trustee may give such other notice or notices as may be recommended in releases, letters, pronouncements or other writings of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice. All Bonds so called for redemption will cease to bear interest on the specified date set for redemption, provided funds for their redemption have been duly deposited with the Trustee pursuant to the Indenture and, thereafter, the holders of such Bonds called for redemption

shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

If provision is made for the payment of principal of, premium, if any, and interest on this Bond in accordance with the Indenture, this Bond shall no longer be deemed outstanding under the Indenture, shall cease to be entitled to the benefits of the Indenture, and shall thereafter be payable solely from the funds provided for payment.

Under certain circumstances as described in the Indenture, the principal of all the Bonds may be declared due and payable in the manner and with the effect provided in the Indenture. The Indenture directs the Trustee to declare an acceleration of the Bonds upon the occurrence of an event of default under the Reimbursement Agreement if directed to do so by the Bank or if the Corporation fails to deliver an Alternate Letter of Credit and the related opinions required by Section 3.7 of the Loan Agreement on or prior to the Mandatory Purchase Date. Except in certain circumstances related to payment of principal and purchase price of and premium, if any, and interest on the Bonds, failure to provide an Alternate Letter of Credit and the related opinions or the wrongful dishonor by the Bank of a draft or other request for payment under the Letter of Credit, the Trustee has the right to accelerate the outstanding balance of the Loan and the principal of the Bonds in certain events only with the Bank's consent, if the Letter of Credit is in effect, all as provided in more detail in the Indenture to which reference is hereby made. Immediately following any such declaration of acceleration of the Bonds, the Trustee shall mail notice of such declaration by certified mail prior to the Conversion Date and by first class mail thereafter to each holder of Bonds at his last address appearing on the registration books of the Trustee. Any defect in or failure to give such notice of such declaration shall not affect the validity of such declaration.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations (if any) of the City, the Corporation, the Bank and the holders of the Bonds at any time with the consent of the Bank and the holders of a majority in aggregate principal amount of the Bonds at the time outstanding which are affected by such modifications. The Indenture also permits amendments and supplements to the Indenture and the Loan Agreement, without requiring the consent of any Bondholders, but with the consent of the Bank, in certain specifically described instances. The Indenture also contains provisions permitting, subject to the Bank's consent, holders of a majority in aggregate principal amount of the Bonds at the time outstanding, on behalf of all the holders of all Bonds, to waive compliance by the City and the Corporation with certain provisions of the Indenture and their consequences. Any such consent or waiver by the holder of this Bond shall be conclusive and binding upon such holder and on all future holders of this Bond and of any Bond issued in lieu hereof whether or not notation of such consent or waiver is made upon this Bond. Supplements and amendments to the Indenture or the

Loan Agreement may be made only to the extent and in circumstances permitted by the Indenture.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or the Loan Agreement, or to institute action to enforce the covenants therein, or to take any action with respect to a default under the Indenture or the Loan Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided under certain limited circumstances described in the Indenture; provided, however, that nothing contained in Indenture shall affect or impair any right of enforcement conferred on the holder hereof to enforce (i) the payment of the principal of and premium (if any) and interest on this Bond at and after the maturity thereof, or (ii) the obligation of the City to pay the principal of and premium (if any) and interest on this Bond to the holder hereof at the time, place, from the source and in the manner as provided in the Indenture.

The holder of this Bond, by acceptance hereof, consents to all of the terms and provisions of the Indenture and the Loan Agreement.

It Is Hereby Certified, Recited And Declared, That all acts, conditions and things required to exist, happen and be performed precedent to the execution and delivery of the Indenture and the issuance of this Bond and the issue of which it is a part, do exist, have happened and have been timely performed in regular form and manner as required by law and the issuance of this Bond, together with all other obligations of the City, does not exceed or violate any Illinois constitutional or statutory limitation of the City.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized signers, this Bond shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

In Witness Whereof, The City of Chicago has executed this Bond by the manual or facsimile signatures of the Mayor and City Comptroller and attested by the manual or facsimile signature of the City Clerk and has caused its seal (or a facsimile thereof) to be impressed, imprinted or lithographed hereon, all as of the Date of Original Issue set forth above.

(facsimile signature)
Mayor, City of Chicago

(facsimile signature)
City Comptroller, City of Chicago

[Seal]

(facsimile signature)
City Clerk, City of Chicago

[Form Of Trustee's Certificate Of Authentication]

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

First Trust National Association

By: _____

Its: _____

Authentication Date: _____

Assignment.

For Value Received, The Undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Signature Guaranteed By:

_____ _____

Dated: _____, _____

Notice: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

(Sub)Exhibits I, II and III referred to in this Form of Variable Rate Series 1995 Bond read as follows:

(Sub)Exhibit I.
(To Variable Rate Bond Form)

Notice Of Election Of Tender.

First Trust National Association
Trustee, as tender agent
100 Wall Street
Suite 1600
New York, New York 10005
Attention: _____

Ladies and Gentlemen:

This notice is being sent to you in your capacity as tender agent under the Trust Indenture (the "Indenture"), dated as of July 1, 1995, between the City of Chicago (the "City") and First Trust National Association, as Trustee (the "Trustee"), relating to the City's $2,500,000 Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995 (the "Bonds"). You are hereby notified that:

1. The undersigned is the owner of the below-described Bond(s) outstanding under the Indenture:

No.	Principal Amount	Maturity Date
	$	

2. The undersigned's address is:

_____

_____

_____

3. The undersigned irrevocably elects to tender Bond No.(s) _____ in the principal amount(s) of $_____ (or any portion thereof in an amount of $100,000 or any integral multiple thereof) for purchase on _____, 19__ (the "Optional Tender Date"), which date shall be a Business Day not prior to the seventh (7th) day next succeeding the date of delivery of this notice and which date shall be prior to the Conversion Date.

4. The undersigned agrees to deliver such Bond(s) (with an appropriate instrument of transfer duly executed in blank) to the Trustee as tender agent, at [its principal corporate trust office] at or prior to 10:00 A.M., Chicago, Illinois time on such Optional Tender Date and acknowledges, however, that no Bond (or portion thereof in any authorized denomination) shall be purchased unless the Bond so delivered to the Trustee shall conform in all respects to the description thereof in this notice.

5. The undersigned acknowledges that this notice of election is irrevocable and is binding on the undersigned and on any transferee of the undersigned. The undersigned further acknowledges that if the undersigned fails to deliver such Bond(s) to the Trustee on or before 10:00 A.M., Chicago, Illinois time on such Optional Tender Date, such Bond(s) which are not delivered to the Trustee shall be deemed to have been properly tendered to the Trustee and, to the extent that there shall be on deposit with the Trustee on or before the Optional Tender Date an amount sufficient to pay the purchase price thereof, such Bond(s) shall cease to constitute or represent a right to payment of principal or interest thereon and shall constitute and represent only the right to the payment of purchase price payable on the Optional Tender Date.

6. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Indenture.

Very truly yours,

_____

(Sub)Exhibit II.
(To Variable Rate Bond Form)

Notice Of Election To Retain Bond Following The Conversion Date.

First Trust National Association
Trustee, as tender agent
100 Wall Street
Suite 1600
New York, New York 10005
Attention: _____

Ladies and Gentlemen:

This notice is being sent to you in your capacity as tender agent under the Trust Indenture (the "Indenture"), dated as of July 1, 1995, between the City of Chicago (the "City") and First Trust National Association, as Trustee (the "Trustee"), relating to the City's $2,500,000 Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995 (the "Bonds"). You are hereby notified that:

1. The undersigned is the owner of the below-described Bond(s) outstanding under the Indenture:

No.	Principal Amount	Maturity Date
	$	

2. The undersigned's address is:

_____

_____

_____

3. The undersigned has received a notice from the Trustee of the items set forth in the Bond in Paragraph (13) under the heading "Conversion of Interest Rate on Bonds", including notice that the interest rate on the Bonds shall be converted to the Fixed Rate on the Conversion Date.

4. The undersigned elects to retain Bond No.(s) _____ in the principal amount(s) of $_____ (or any portion thereof in the principal amount of $5,000 or any integral multiple thereof) and will not tender, and hereby waives any right to tender, such Bond(s) (or portion thereof) on the Fixed Rate Tender Date for purchase on the Conversion Date (or prior thereto for purchase pursuant to Section 205(a) of the Indenture).

5. The undersigned agrees to surrender, except as provided in Paragraph 7 below, such Bond(s) to be retained by the undersigned to you, as Trustee, on the Conversion Date in exchange for a Replacement Bond or Bonds substantially in the form of Exhibit D to the Indenture and in the following denomination(s): _____, and to be bound by the terms of such Replacement Bond or Bonds on and after the Conversion Date.

6. The undersigned acknowledges that this notice of election is irrevocable and that the events specified in the notice from the Trustee referred to in Paragraph 3 above, including without limitation, termination of the Bonds being subject to purchase as provided in the Indenture, are to occur.

7. The undersigned acknowledges that the interest rate on the Bonds might not be converted from the Variable Rate to the Fixed Rate on the Conversion Date as set forth in the notice from the Trustee referred to in Paragraph 3 above and that, in such event, the undersigned shall retain the Bond(s) specified in Paragraph 4 above and the interest rate on such Bond(s) shall continue at the Variable Rate.

8. The undersigned acknowledges that the undersigned does not presently know the Fixed Rate to be determined by the Remarketing Agent on the Computation Date and furthermore agrees to accept the Remarketing Agent's determination of such Fixed Rate. If the Remarketing Agent fails to determine the Fixed Rate on the Computation Date, the undersigned acknowledges that the Bonds shall continue to bear interest at the Variable Rate determined in accordance with the Indenture.

9. The undersigned acknowledges that the Letter of Credit which will secure the Fixed Rate Bonds has an initial expiration date of not later than _____, ____ and that from and after the Conversion Date, the Bonds will no longer be subject to purchase as provided in the Indenture.

10. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Indenture.

Very truly yours,

_____

(Sub)Exhibit III.
(To Variable Rate Bond Form)

Notice Of Election To Retain Bond Following The Mandatory Purchase Date.

First Trust National Association
Trustee, as tender agent
100 Wall Street
Suite 1600
New York, New York 10005
Attention: _____

Ladies and Gentlemen:

This notice is being sent to you in your capacity as tender agent under the Trust Indenture (the "Indenture"), dated as of July 1, 1995, between the City of Chicago (the "City") and First Trust National Association, as Trustee (the "Trustee"), relating to the City's $2,500,000 Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995 (the "Bonds"). You are hereby notified that:

1. The undersigned is the owner of the below-described Bond(s) outstanding under the Indenture:

No.	Principal Amount	Maturity Date
	$	

2. The undersigned's address is:

_____

_____

_____

3. The undersigned has received a notice from the Trustee of the items set forth in the Bond in clause (d)(2) under the heading "Tender of Bonds for Purchase", including notice that the Bonds are required to be tendered on the Mandatory Purchase Tender Date for purchase on the Mandatory Purchase Date as a result of the issuance of an Alternate Letter of Credit.

4. The undersigned elects to retain Bond No.(s) _____ in the principal amount(s) of $_____ (or any portion thereof in the principal amount of $100,000 or any integral multiple thereof) and will not tender such Bond(s) (or portion thereof) on the Mandatory Purchase Tender Date for purchase on the Mandatory Purchase Date (or prior thereto for purchase pursuant to Section 205(a) of the Indenture).

5. The undersigned acknowledges that this notice of election is irrevocable and that the events specified in the notice from the Trustee referred to in Paragraph 3 above, are to occur.

6. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Indenture.

Very truly yours,

_____

Exhibit "D".
(To Trust Indenture)

Form Of Fixed Rate Series 1995 Bond.

United States Of America

State Of Illinois

City Of Chicago, Illinois

Industrial Development Revenue Bond
(Goose Island Beer Co. Project)
Series 1995.

Interest Rate	Maturity Date	Date Of Original Issue	C.U.S.I.P.
	July 1, 2010	July ____, 1995	

Registered Owner:

Principal Amount:

For Value Received, The City of Chicago (the "City") hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, at the principal corporate trust office of the Trustee named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the Interest Rate specified above from the date hereof or such later date to which interest has been paid, but only from the sources and in the manner hereinafter provided on each January 1 and July 1 (an "Interest Payment Date") until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal of, premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which at the time of payment is legal tender for payment of public and private debts. Unless other arrangements are made pursuant to Section 202 of the Indenture (hereinafter defined), interest is payable by check or draft mailed by the Trustee, when due to the registered holder hereof at the close of business on the fifteenth (15th) day of the month immediately preceding any Interest Payment Date at the address of such holder as it appears on the Bond register maintained by the Trustee.

Interest on this Bond shall be computed on the basis of a 360-day year consisting of twelve (12) months of thirty (30) days each.

This Bond is one of an authorized series of Bonds of the City designated "Industrial Development Revenue Bonds (Goose Island Beer Co. Project), Series 1995", and issued in the aggregate principal amount of $2,500,000 (the "Bonds"), for the purpose of making a loan of the full principal amount of the Bonds to Goose Island Beer Co., an Illinois corporation (the "Corporation"), in accordance with the Loan Agreement between the City and the Corporation dated as of July 1, 1995 (the "Loan Agreement"), so as to enable the Corporation to acquire, construct and equip a manufacturing facility (collectively the "Project").

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Section 1, Article VII of the 1970 Constitution of the State of Illinois, and pursuant to a bond ordinance of the City Council adopted on _____, 1995 (the "Resolution") and a Trust Indenture (the "Indenture") dated as of July 1, 1995, between the City and First Trust National Association, as Trustee (the "Trustee").

The Bonds and interest due thereon shall not be a general obligation, a debt or a liability of the City or an obligation, debt or liability of the State of Illinois and do not constitute or give rise to any pecuniary liability or charge

against the general credit of the City or the credit or taxing power of the City of Chicago or the State of Illinois, but shall be limited obligations of the City payable solely from and secured by the "Security", including the moneys available to be drawn by the Trustee under a certain letter of credit (the "Original Letter of Credit", and together with any Alternate Letter of Credit delivered to and accepted by the Trustee in accordance with the Loan Agreement, the "Letter of Credit"), issued by First Bank National Association, Minneapolis, Minnesota (together with the issuer of any Alternate Letter of Credit delivered to and accepted by the Trustee in accordance with the Loan Agreement, the "Bank"), all as defined in and subject to limitations set forth in the Indenture, for the equal and ratable benefit of the holders, from time to time, of the Bonds (the "Bondholders"), except as otherwise provided in the Indenture. The Bonds do not constitute an indebtedness, or obligation of the City within the purview of any constitutional limitation or provision.

Limited Obligations.

The Bonds and the obligation to pay interest thereon and any redemption premium with respect thereto do not constitute a general obligation of the City, but are limited obligations of the City, secured as aforesaid and payable solely out of the revenues and income derived from the Loan Agreement, the Note, the Letter of Credit and as otherwise provided in the Indenture and the Loan Agreement. The Bonds and the obligation to pay interest thereon and any redemption premium with respect thereto shall not be deemed to constitute an indebtedness or obligation of the City within the purview of any constitutional limitation or provision. No Bondholder has the right to compel any exercise of the taxing power of the City of Chicago, the State of Illinois or any other political subdivision of the State to pay the Bonds.

No recourse shall be had for the payment of the principal of redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Loan Agreement against any past, present or future official, officer, agent or employee of the City, or any official, officer, employee or agent of any successor entity, either directly or through the City or any successor entity, 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 official, officer, employee or agent is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture or the Loan Agreement and the issuance of the Bonds.

Reference is hereby made to the Indenture for a description of the nature and extent of the Security, and to the Letter of Credit for the terms thereof. The Original Letter of Credit is being issued pursuant to the terms of a

Reimbursement Agreement dated as of July 1, 1995 (the "Reimbursement Agreement"), between the Bank and the Corporation.

The Bonds are issuable as fully registered Bonds in the denomination of $5,000 or any integral multiple thereof. This Bond, upon surrender hereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee executed by the registered holder hereof or his attorney duly authorized in writing, may, at the option of the registered holder hereof, be exchanged for an equal aggregate principal amount of Bonds of any other authorized denomination. This Bond is transferable as provided in the Indenture, subject to certain limitations therein contained, only upon the Bond register of the City kept by the Trustee, and only upon surrender of this Bond for transfer to the Trustee duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered holder hereof or his attorney duly authorized in writing. Thereupon, one or more new Bonds of authorized denominations and in the same aggregate principal amount will be issued to the designated transferee or transferees.

Any service charge made by the Trustee for any such registration, transfer or exchange hereinbefore referred to shall be paid by the Corporation. The Trustee or the City may require payment by the Bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. Neither the City nor the Trustee shall make any such exchange or registration of transfer of any Bond after notice calling such Bond for redemption or partial redemption has been given and prior to such redemption.

The City, the Corporation, the Trustee and any other agent of the City may treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes, except that payment of or on account of either principal, premium, if any, or interest shall be made only to or upon the order of the holder of record as of the Record Date or its duly authorized attorney, but such registration may be changed as provided in the Indenture. Neither the City, the Corporation, the Trustee nor any other such agent shall be affected by notice to the contrary.

The Bonds are not subject to redemption prior to maturity except as hereinafter provided.

Optional Redemption.

The Bonds are subject to redemption by the City, at the option of the Corporation, on or after _____, ____, in whole at any time or in part in multiples of $5,000 on any Interest Payment Date for which notice of redemption can be given, on the dates and at the applicable redemption prices set forth below (expressed as percentages of the principal amount so redeemed), plus accrued interest to the date of redemption:

Redemption Date (Dates Inclusive)	Redemption Prices
July 1, ____ through June 30, ____	102%
July 1, ____ through June 30, ____	101%
July 1, ____ and thereafter	100%

Mandatory Redemption.

The Bonds shall be called for redemption in the event (1) insurance or condemnation proceeds are deposited in the Bond Fund pursuant to Article VII of the Loan Agreement or (2) a Determination of Taxability (as defined in the Indenture). If called for redemption pursuant to (1) above, the Bonds shall be subject to redemption to the extent of such insurance or condemnation proceeds deposited in the Bond Fund at any time upon the giving of such notice of redemption at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date. If called pursuant to (2) above, the Bonds shall be subject to redemption by the City in whole at the earliest practicable date for which notice of redemption can be given following a Determination of Taxability at one hundred percent (100%) of the aggregate principal amount of Bonds outstanding plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption.

The Bonds are subject to mandatory sinking fund redemption in part prior to maturity, in accordance with Section 217(c) of the Indenture, at a redemption price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date, in the following principal amounts and on the dates set forth below (subject to certain credits provided for in Section 217(c) of the Indenture):

July 1	Principal Amount	July 1	Principal Amount
1996		2004	
1997		2005	
1998		2006	

July 1	Principal Amount	July 1	Principal Amount
1999		2007	
2000		2008	
2001		2009	
2002		2010*	
2003			

Special Mandatoty Redemption.

In the event that, at least sixty (60) days prior to the stated expiration date of the Letter of Credit then in effect, the Trustee has not been provided with an extension of such Letter of Credit for a period of not less than five (5) years or the remaining term of the Bonds, whichever is less, and ending on a July 15 or satisfactory evidence that an Alternate Letter of Credit is to be issued for such period, then the Bonds will be called for special mandatory redemption on the July 1 next preceding the stated expiration date of the then existing Letter of Credit at a redemption price equal to the lesser of (a) one hundred two percent (102%) of the principal amount thereof plus accrued interest to the redemption date or (b) the redemption price which would apply as of the redemption date if the Bonds were optionally redeemed.

The Corporation shall have the right to purchase in lieu of redemption all or a portion of the Bonds to be redeemed pursuant to the preceding paragraph by delivering to the Trustee on or prior to the redemption date (a)(i) an Alternate Letter of Credit and all opinions as required by Section 3.7 of the Loan Agreement or (ii) an extension of the Letter of Credit then in effect for a period of not less than three (3) years on the remaining term of the Bonds, whichever is less, and ending on a July 15 and (b) a written notice specifying the principal amount of Bonds to be so purchased. As and when Bonds to be so purchased by the Corporation are delivered to the Trustee, the Trustee shall pay the purchase price for such Bonds (which shall be equal to the scheduled redemption price) from moneys drawn under the Letter of Credit and shall hold such Bonds as Pledged Bonds until such time as such

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* Final Maturity

Bonds are remarketed. Provided moneys are on deposit with the Trustee to pay the purchase price of such Bonds on the date fixed for redemption, Bonds to be so purchased by the Corporation which are not delivered to the Trustee on such date shall nonetheless be deemed to have been tendered for purchase of and to have been purchased by the Corporation, which shall thereafter be the owner of such Bonds for all purposes. Bonds so purchased by the Corporation shall not be cancelled on the scheduled redemption date but shall be treated as if tendered for purchase.

Partial Redemption.

If less than all the outstanding Bonds shall be called for redemption, the Trustee shall select, or arrange for the selection of, the Bonds to be redeemed by lot, in such manner as it shall in its discretion determine; provided that any such Bonds selected for redemption shall be in $5,000 portions thereof. If there shall be drawn for redemption less than the principal amount of a Bond, the City shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the owner thereof, in exchange for the unredeemed principal amount of such Bond, at the option of such owner, Bonds in any of the authorized denominations.

Notice Of Redemption.

In the event of a redemption of the Bonds for any reason, notice thereof shall be given to the holders of the Bonds to be so redeemed in the manner specified in this paragraph. Upon receipt by the Trustee of notice from the City, as directed by the Corporation, at least forty-five (45) days prior to the redemption date that the Bonds shall be redeemed as provided herein (except for Sinking Fund Redemptions or a Mandatory Redemption on a Determination of Taxability, which shall not require any such notice from the City to the Trustee), notice of redemption shall be mailed by the Trustee by first class mail at least thirty (30) days but not more than forty-five (45) days before the redemption date to each holder of the Bonds to be redeemed in whole or in part at his last address appearing on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond or a portion thereof with respect to which no such failure or defect has occurred. In addition, the Trustee may give such other notice or notices as may be recommended in releases, letters, pronouncements or other writings of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice. All Bonds so called for redemption will cease to bear interest on the specified date set for

redemption, provided funds for their redemption have been duly deposited with the Trustee pursuant to the Indenture and, thereafter, the holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

If provision is made for the payment of principal of, premium, if any, and interest on this Bond in accordance with the Indenture, this Bond shall no longer be deemed outstanding under the Indenture, shall cease to be entitled to the benefits of the Indenture, and shall thereafter be payable solely from the funds provided for payment.

Under certain circumstances as described in the Indenture, the principal of all the Bonds may be declared due and payable in the manner and with the effect provided in the Indenture. The Indenture directs the Trustee to declare an acceleration upon the occurrence of an event of default under the Reimbursement Agreement if directed to do so by the Bank or if the Corporation fails to deliver an Alternate Letter of Credit and the related opinions required by Section 3.7(c) of the Loan Agreement prior to the stated expiration date of the Letter of Credit then in effect. Except in certain circumstances related to payment of principal of, premium, if any, and interest on the Bonds, failure to provide an Alternate Letter of Credit and the related opinions or the wrongful dishonor by the Bank of a draft or other request for payment under the Letter of Credit, the Trustee has the right to accelerate the outstanding balance of the Loan and the principal of the Bonds in certain events only with the Bank's consent if the Letter of Credit is in effect, all as provided in more detail in the Indenture to which reference is hereby made. Immediately following any such declaration, the Trustee shall mail notice of such declaration by first class mail to each holder of Bonds at his last address appearing on the registration books of the Trustee. Any defect in or failure to give such notice of such declaration shall not affect the validity of such declaration.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations, if any, of the City, the Corporation and the holders of the Bonds at any time with the consent of the holders of a majority in aggregate principal amount of the Bonds at the time outstanding which are affected by such modifications. The Indenture also permits amendments and supplements to the Indenture and the Loan Agreement, without requiring the consent of any Bondholders in certain specifically described instances. The Indenture also contains provisions permitting holders of a majority in aggregate principal amount of the Bonds at the time outstanding, on behalf of all the holders of all Bonds, to waive compliance by the City and the Corporation with certain provisions of the Indenture and theft consequences. Any such consent or waiver by the holder of this Bond shall be conclusive and binding upon such holder and on all future holders of this Bond and of any Bond issued in lieu hereof whether or not notation of such consent or waiver is made upon this Bond. Supplements and amendments to the Indenture or the

Loan Agreement may be made only to the extent and in circumstances permitted by the Indenture.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or the Loan Agreement, or to institute action to enforce the covenants therein, or to take any action with respect to a default under the Indenture or the Loan Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided under certain limited circumstances described in the Indenture; provided, however, that nothing contained in the Indenture shall affect or impair any right of enforcement conferred on the holder hereof to enforce (i) the payment of the principal of and premium, if any, and interest on this Bond at and after the maturity thereof, or (ii) the obligation of the City to pay the principal of and premium, if any, and interest on this Bond to the holder hereof at the time, place, from the source and in the manner as provided in the Indenture.

The holder of this Bond, by acceptance hereof, consents to all of the terms and provisions of the Indenture and the Loan Agreement.

It Is Hereby Certified, Recited And Declared, That all acts, conditions and things required to exist, happen and be performed precedent to the execution and delivery of the Indenture and the issuance of this Bond and the issue of which it is a part, do exist, have happened and have been timely performed in regular form and manner as required by law and the issuance of this Bond, together with all other obligations of the City, does not exceed or violate any Illinois constitutional or statutory limitation of the City.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized signers, this Bond shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

In Witness Whereof, The City of Chicago has executed this Bond by the manual or facsimile signatures of the Mayor and City Comptroller and attested by the manual or facsimile signature of the City Clerk and has caused its seal (or a facsimile thereof) to be impressed, imprinted or lithographed hereon, all as of the Date of Original Issue set forth above.

(facsimile signature)
Mayor, City of Chicago

(facsimile signature)
City Comptroller, City of Chicago

[Seal]

(facsimile signature)
City Clerk, City of Chicago

[Form Of Trustee's Certificate Of Authentication]

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

First Trust National Association

By: _____

Its: _____

Authentication Date: _____

Assignment.

For Value Received, The undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Signature Guaranteed By:

_____ _____

Dated: _____, _____

Notice: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

Placement Agent And Remarketing Agreement.

$2,500,000
City Of Chicago, Illinois
Industrial Development Revenue Bonds
(Goose Island Beer Co. Project), Series 1995.

Placement Agent And Remarketing Agreement, dated as of July ____, 1995 (the "Agreement"), by and among the City of Chicago, Illinois, a corporation and home rule unit organized and existing under the laws of the State of Illinois (the "City"), Goose Island Beer Co., a corporation organized and validity existing under the laws of the State of Illinois (the "Corporation"), and F.B.S. Investment Services, Inc., a corporation organized and validly existing under the laws of the State of Delaware (the "Placement Agent" or the "Remarketing Agent"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture and the Loan Agreement.

1. General.

(a) The City proposes to provide funds to pay for a portion of the costs of acquiring certain land and rehabilitating and equipping an approximately 36,000 square foot, two-story building located on the land to be used for manufacturing purposes as a microbrewery within the City of Chicago in the State of Illinois (the "Project"), through the issuance and sale of $2,500,000 aggregate principal amount of its Industrial Development Revenue Bonds (Goose Island Beer Co. Project) Series 1995 (the "Bonds").

(b) The Bonds will be issued pursuant to an ordinance of the City (the "Bond Ordinance"), and will be secured under a Trust Indenture, dated as of July 1, 1995 (the "Indenture"), by and between the City and First Trust National Association, as Trustee (the "Trustee") for the holders of the Bonds. The Bonds will be payable from the loan payments received by the City pursuant to a Loan Agreement, dated as of July 1, 1995 (the "Loan Agreement"), by and between the City and the Corporation pursuant to which the City will lend the proceeds of the Bonds to the Corporation to

finance part of the cost of the Project in return for loan payments sufficient to pay when due, the principal of, redemption premium, if any, and interest on the Bonds.

(c) The right, title and interest of the City (except for certain rights) in, to and under the Loan Agreement and the revenues to be derived by the City thereunder will be assigned to the Trustee under the Indenture.

(d) The payment of the principal of and interest on the Bonds and the Purchase Price therefor will be secured by an irrevocable direct pay letter of credit (the "Letter of Credit") in favor of the Trustee issued by First Bank National Association, a national banking association, located in _____, _____ (the "Bank"). Payments of amounts due on the Bonds will be made by the Trustee from amounts drawn by NationsBank of Virginia, N.A. (the "Letter of Credit Custodian") under the Letter of Credit for which the Trustee will reimburse the Bank for amounts so drawn from sources described in the Indenture or the Corporation will reimburse the Bank for amounts so drawn as described in the Reimbursement Agreement.

(e) The Indenture provides for the appointment of an agent to arrange for the remarketing of Bonds tendered or deemed tendered for purchase pursuant to the Indenture.

(f) In connection with the issuance of the Letter of Credit, the Corporation will enter into certain agreements, each dated as of July 1, 1995, with the Bank, including without limitation, a Reimbursement Agreement (the "Reimbursement Agreement"), a _____ Note (the "Note"), a Mortgage (the "Mortgage"), a Pledge and Security Agreement (the "Pledge Agreement"), and certain Security Documents (as defined in the Reimbursement Agreement).

(g) The Indenture, the Loan Agreement and this Agreement are sometimes hereinafter collectively referred to as the "City Documents". The Loan Agreement, the Reimbursement Agreement, the Note, the Mortgage, the Pledge Agreement, this Agreement and the Security Documents are sometimes hereinafter collectively referred to as the "Corporation Documents".

(h) The Corporation intends that the Placement Agent may offer the Bonds to the public without registration of any security under the Securities Act of 1933, as amended (the "Securities Act") or qualification of any Indenture under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") and in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "S.E.C."), 17 C.F.R. § 240.15c2-12 ("S.E.C. Rule 15c2-12"), and in particular Rule 15c2-12(c)(1) to the extent possible.

(i) In order to induce the City and the Placement Agent to enter into this Agreement, to induce the City to issue and deliver the Bonds, and to induce the Placement Agent to buy the Bonds and to be the exclusive Remarketing Agent for the Bonds, the Corporation has joined in this Agreement.

(j) The City acknowledges that the Placement Agent proposes to make an offering of the Bonds as soon as, in the sole judgment of the Placement Agent, is advisable. The City further acknowledges that the Bonds are to be offered for sale at the prices and on the other terms and conditions set forth in the final placement memorandum to be dated _____, 1995 (such final placement memorandum as it may be amended or supplemented on or prior to the Closing Date referred to below, being hereinafter called the "Placement Memorandum"), and that the Bonds will initially bear interest at the rate and mature on the date set forth on the cover of such Placement Memorandum. The City and the Corporation hereby confirm the authority of the Placement Agent and all dealers to whom any of the Bonds may be sold by the Placement Agent to use the preliminary placement memorandum dated _____, 1995 (the "Preliminary Placement Memorandum"), and the Placement Memorandum in connection with the offering and sale of the Bonds.

(k) The City and the Corporation agree that the proceeds of the sale of the Bonds are to be used to provide a portion of the funds necessary (i) to pay the cost of the acquisition, construction, and equipping of the Project, and (ii) to pay certain expenses related to the issuance of the Bonds. Included in the costs related to the issuance of the Bonds are some or all of the costs of preparing and reproducing or printing the Indenture, the Loan Agreement, the Bonds, the Bond Ordinance, and any other resolutions of the City, the Preliminary Placement Memorandum and the Placement Memorandum, the expenses incurred, if any, in connection with the qualification of the Bonds under state securities laws and the preparation of a "Blue Sky" memorandum, and the fees and disbursements of Bond Counsel, Counsel to the City, Counsel to the Bank, and Counsel to the Placement Agent.

2. Purchase, Sale And Closing; Fees And Expenses.

(a) (i) The City hereby agrees to sell to the Placement Agent, and the Placement Agent, based upon the representations, warranties, and covenants herein contained, but subject to the conditions hereinafter stated, agrees to purchase from the City, all (but not less than all) of the $2,500,000 aggregate principal amount of Bonds at an aggregate purchase price of $2,475,000 (representing the principal amount thereof, less an underwriting discount of $25,000 for the Bonds). The Variable Rate on the Bonds on the Issue Date until and including, _____, 1995 shall be _____%.

(ii) Payment for the Bonds shall be made in immediately available federal funds at 10:00 A.M. at _____, Chicago, Illinois, on a

date not later than _____, 1995, or such other time, place, and date as may be mutually agreed upon by the City, the Corporation and the Placement Agent, upon delivery to the Placement Agent of the Bonds. The date and time of such payment and delivery are herein referred to as the "Closing Date". The Placement Agent shall have the right to inspect the Bonds one Business Day prior to the Closing Date.

(b) On the Closing Date, the Corporation agrees to pay to the Placement Agent the following fees and expenses:

(i) An amount equal to the reasonable fees and expenses of Wildman, Harrold, Allen & Dixon and Rodriguez & Villalobos for their services rendered in connection with their representation of the Placement Agent, and any fees and expenses in connection with any opinions rendered by such counsel.

(ii) All direct reasonable out-of-pocket expenses in connection with the reproduction, printing, mailing, advertising and delivery of the Preliminary Placement Memorandum and Placement Memorandum, fees for bond ratings, issuer's fees, fees for Blue Sky filings, if any, assessments of the Municipal Securities Rulemaking Board C.U.S.I.P. and other registration fees.

3. Appointment And Acceptance Of Remarketing Agent.

(a) The City acknowledges and the Corporation hereby confirms the appointment of the Placement Agent as the Remarketing Agent for the Bonds, provided that the Corporation agrees that it will not change the Remarketing Agent without the written consent of the Bank, which consent will not be unreasonably withheld.

(b) Subject to the provisions of the Indenture and this Agreement, and based upon the representations, warranties, covenants and agreements contained herein, the Placement Agent hereby accepts its appointment as Remarketing Agent for the Bonds and agrees to perform the duties of the Remarketing Agent for the Bonds under the Indenture, the Bonds and this Agreement.

(c) The Corporation agrees that, while this Agreement is in effect, the Placement Agent shall be exclusive Remarketing Agent for the Bonds; provided, however, the Corporation may at any time bring to the attention of the Placement Agent any other qualified purchaser willing to purchase Bonds at a price of par plus accrued interest to the date of purchase.

4. Remarketing Of Bonds.

(a) Upon receipt of any notice given pursuant to Section 205 of the Indenture that any Bonds will be or are required to be tendered for purchase in accordance with such section, the Remarketing Agent shall, unless otherwise directed by the Corporation, use its best efforts to remarket such Bonds (or portions thereof in Authorized Denominations) for purchase on or after any Optional Tender Date, the Conversion Date or any Mandatory Purchase Date at a price of one hundred percent (100%) of the principal amount of such Bonds (plus accrued interest, if any). The Remarketing Agent shall direct any purchasers obtained by it to deliver the Purchase Price to the Trustee by no later than 10:00 A.M., Chicago, Illinois time, on the Optional Tender Date, Mandatory Purchase Date or Conversion Date, as the case may be (each of the foregoing dates is hereinafter referred to as a "Purchase Date"). Prior to 12:00 Noon, Chicago, Illinois time, on the Business Day immediately preceding the Purchase Date, the Remarketing Agent shall give notice communicated by means of telephone, confirmed within one Business Day in writing, to the Trustee, which notice shall state the principal amount of Bonds remarketed, the names, addresses and taxpayer identification number of the purchasers and the denominations in which the Bonds are to be issued to each purchaser. If less than all of the Bonds to be tendered on the Purchase Date have been remarketed, then the Remarketing Agent shall include in the notice described in the immediately preceding sentence of this section a description of the principal amount of Bonds which have not been remarketed (the "Deficiency"). By 11:00 A.M., Chicago, Illinois time, on the Purchase Date, the Trustee shall by means of telephone, confirmed within one (1) Business Day in writing, notify the Remarketing Agent, the Corporation and the Bank of any Bonds which have been remarketed for which payment has not been received. The Remarketing Agent's obligation to use its best efforts to remarket Bonds shall not include an obligation to solicit purchases from investors other than institutional investors that customarily purchase tax-exempt securities in large denominations.

(b) The Remarketing Agent shall not be required to remarket any Bonds pursuant to this section if it has actual knowledge that an Event of Default under Subsections (a), (b), (c), (f) or (g) of Section 601 of the Indenture shall have occurred and be continuing hereunder with respect to the Bonds.

(c) The Remarketing Agent shall not knowingly remarket any Bonds, other than Pledged Bonds, to the City, the Corporation or any Insider of the City or the Corporation pursuant to this section prior to the expiration or earlier termination of the Letter of Credit unless, prior to such remarketing, the Trustee and the Remarketing Agent shall have received an unqualified opinion of Counsel experienced in bankruptcy matters and satisfactory to the Trustee to the effect that such remarketing would not result in a preferential payment pursuant to the provisions of Section 547 of the United States Bankruptcy Code, in the event of an Act of Bankruptcy by the

Corporation, the City or an Insider of the Corporation or the City following such remarketing.

(d) The Remarketing Agent shall have no obligation to purchase any tendered Bonds for its own account. The Remarketing Agent, in its individual capacity, may in good faith, but is not obligated to, buy, sell, own, hold and deal in any of the Bonds, and may join in any action which the Remarketing Agent may be entitled to take with like effect as if it were not the Remarketing Agent. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Bank, and may act as depository, trustee or agent for any committee or body of holders of Bonds secured by the Indenture or other obligations of the City as freely as if it were not the Remarketing Agent. The Remarketing Agent shall have the right to tender Bonds for purchase pursuant to the provisions of the Indenture and shall have all other rights of a holder at any time that it is the owner of any Bonds.

5. Additional Responsibilities Of The Remarketing Agent.

(a) The duties of the Remarketing Agent shall be solely as provided in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Remarketing Agent. The Remarketing Agent may consult with counsel of its choice, including counsel who are employees of the Remarketing Agent, and shall not be liable for any action taken in good faith in reliance upon advice of such counsel. Except as otherwise provided herein, the Remarketing Agent may act or refrain from acting in reliance upon any resolution or other document transmitted to it on behalf of the Bank, the Trustee, the City or the Corporation.

(b) (i) During the Variable Rate Period, the Variable Rate shall be determined by the Remarketing Agent by 3:00 P.M., Chicago, Illinois time on each Wednesday (or the immediately preceding Business Day if Wednesday is not a Business Day) for the next Calendar Week and shall be the rate of interest which, if borne by the Bonds, would, in the judgment of the Remarketing Agent, having due regard to the prevailing financial market conditions for tax-exempt revenue bonds or other tax-exempt securities of the same general nature as the Bonds or tax-exempt securities which are comparable as to credit and maturity (or period for tender) with the credit and maturity (or period for tender) of the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds (exclusive of accrued interest, if any) at a price of par at the time such interest rate is determined. The Variable Rate as so determined shall be uniform during each Calendar Week for all Bonds.

(ii) The Fixed Rate for the Bonds shall be determined by the Remarketing Agent on the Computation Date and shall be the rate determined by the Remarketing Agent on the Computation Date to be the

rate which, if borne by the Bonds would, in the judgment of the Remarketing Agent having due regard to prevailing market conditions for tax-exempt revenue bonds or other tax-exempt securities comparable to the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to remarket the Bonds or portion thereof tendered (or deemed to have been tendered) for purchase at a price of par (exclusive of accrued interest, if any) on the Computation Date; provided, however, that the Fixed Rate shall not exceed the maximum rate permitted by applicable law.

(iii) The determination of the Variable Rate or the Fixed Rate by the Remarketing Agent shall be conclusive and binding upon the City, the Corporation, the Trustee, the Remarketing Agent and the Bondholders.

(iv) In determining the interest rate that the Bonds shall bear as provided in this section, neither the Remarketing Agent nor the Trustee shall have any liability to the City, the Corporation, the Trustee or any Bondholder except for its gross negligence or willful misconduct.

(v) The Remarketing Agent shall give the Trustee, the Corporation and the Bank prompt telephonic notice from time to time upon request regarding the determination of the Variable Rate for each Calendar Week as determined pursuant to Section 203(b) of the Indenture and shall provide written confirmation of such determinations on a monthly basis to the Trustee, the Corporation and the Bank. Any other change in the Variable Rate with respect to any Bonds shall be communicated promptly by the Remarketing Agent to the Trustee, the Corporation and the Bank, via telephonic notice and confirmed in writing by 3:00 P.M., Chicago, Illinois time on the day on which such change is determined by the Remarketing Agent. Any Bondholder may request the Variable Rate with respect to any Bonds from the Trustee, the Remarketing Agent or the Bank.

(c) The Remarketing Agent hereby agrees to keep such books and records as shall be consistent with prudent industry practice and make such books and records available for inspection by the City, the Trustee and the Corporation at all reasonable times.

(d) The Remarketing Agent shall not be liable for any action taken or omitted to be taken pursuant to this Agreement, action taken or omitted to be taken pursuant to this Agreement except for its own gross negligence or willful misconduct.

6. Preparation Of Offering Circulars; Registration Of Bonds; Restriction On Amendments.

(a) (i) The Corporation shall, at the Corporation's expense, use its best efforts to supply the Remarketing Agent with such information as the Remarketing Agent may reasonably request for use in connection with any remarketing of the Bonds pursuant to this Agreement. If during the term of this Agreement any event known to the Corporation shall occur, including, but not limited to, a substitution of the Letter of Credit under the Indenture, which might cause the Placement Memorandum to contain any untrue or misleading statement of a material fact, or omit to state any fact required to be stated therein in order to make the statements made in the placement memorandum, in light of the circumstances under which they were made, not misleading, then and in every such case the Corporation shall promptly notify the Remarketing Agent as to the occurrence of such event. If, in the sole opinion of the Remarketing Agent, such event requires the preparation and publication of a supplement or amendment to the Placement Memorandum, the Corporation shall supplement or amend the Placement Memorandum in a form and manner acceptable to the Remarketing Agent.

(ii) If so requested by the Remarketing Agent in connection with any remarketing of the Bonds, the Corporation shall cause to be prepared and made available to the Remarketing Agent (in such quantities as the Remarketing Agent may reasonably request) an offering circular for use in connection with such remarketing, which offering circular shall contain information concerning such matters (including without limitation, the Bonds, the Corporation, the Bank, the Indenture, the security for the Bonds, any rating assigned to the Bonds and any information as may be required in order to enable the Remarketing Agent to comply with the applicable provisions of S.E.C. Rule 15c2-12) in such detail as the Remarketing Agent may reasonably request.

(iii) Notwithstanding any other provisions of this Agreement, the obligation of the Remarketing Agent to offer for sale and use its best efforts to remarket any Bond pursuant to this Agreement shall be expressly conditioned upon the receipt by the Remarketing Agent, prior to the commencement of any such remarketing, of an offering circular or other disclosure documents, satisfactory in form and content to the Remarketing Agent and its counsel, for use in connection with such remarketing.

(b) The Corporation will, at the Corporation's expense, take all steps reasonably requested by the Remarketing Agent which the Remarketing Agent or its counsel may consider necessary or desirable (i) to register the sale of the Bonds by the Remarketing Agent under any federal or state securities law or to qualify the Indenture under the Trust Indenture Act, or (ii) to enable the Remarketing Agent to establish a "due diligence" defense

to any action commenced against the Remarketing Agent in respect to any information in any disclosure document relating to the Bonds.

(c) The Corporation hereby agrees that it will not amend the Indenture or Loan Agreement without the prior written notice to the Remarketing Agent.

7. Remarketing Of The Bonds On Fixed Tender Date.

At the request of the Corporation to convert the interest rate borne by the Bonds to a Fixed Rate, in accordance with the provisions of the Indenture, the Remarketing Agent agrees to offer for sale and use its best efforts to remarket Bonds described in a notice from the Trustee to the Remarketing Agent which are tendered pursuant to the Indenture, at a price at least equal to the principal amount thereof subject to the following conditions:

(a) the Remarketing Agent shall have received (i) a supplemental opinion of Bond Counsel, and (ii) an amendment to the Letter of Credit or an Alternate Letter of Credit in accordance with Section 204(a)(2)(ii) of the Indenture;

(b) the Remarketing Agent shall have received, in a timely manner to permit the Remarketing Agent to comply with any applicable provisions of S.E.C. Rule 15c2-12, a placement memorandum, or other appropriate disclosure document satisfactory in form and substance to the Remarketing Agent, to be used in connection with its efforts to remarket the Bonds; and

(c) the Remarketing Agent shall have received such additional documents, certificates and legal opinions as it may reasonably request.

8. Fees And Expenses Of Remarketing.

(a) The Corporation agrees to pay to the Remarketing Agent the following fees and expenses for its services as Remarketing Agent:

(i) The Corporation hereby agrees to pay to the Remarketing Agent (A) during the Variable Rate Period a continuing remarketing and administration fee for the Bonds computed at the rate of one-eighth (1/8th) of one percent (1%) per annum of the principal amount of the Bonds outstanding on each anniversary of the date of issuance of the Bonds, and (B) on the Conversion Date, compensation equal to one percent (1%) of the principal amount of the Bonds remarketed. The fee during any Variable Rate Period shall be payable annually in arrears on each anniversary following the authentication and delivery of the Bonds.

(ii) all amounts required to be paid to any state regulatory authority in connection with any registration or qualification of the Bonds (or any

Letter of Credit related thereto) under the securities laws of such state; and

(iii) all direct reasonable out-of-pocket expenses of the Remarketing Agent in performance of its duties as Remarketing Agent, including without limitation costs of preparation, reproduction, printing, mailing, advertising and delivery, fees for bond ratings, issuer's fees, fees for Blue Sky filings, if any, assessments of the Municipal Securities Rulemaking Board, C.U.S.I.P. and other registration fees, fees of counsel and other expenses incurred by the Remarketing Agent in connection with the remarketing of the Bonds.

(b) The Corporation also agrees to pay all other costs, including, without limitation, all expenses in connection with the preparation of amendments to the Placement Memorandum.

9. Termination.

(a) The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Agreement by giving at least thirty (30) days notice to the Corporation, the Trustee and the Bank. The Remarketing Agent may be removed at any time, without cause, upon at least thirty (30) days written notice to the Remarketing Agent, at the direction of the Corporation, by an instrument signed by the Corporation and filed with the Remarketing Agent, the Trustee and the Bank. In no event shall the resignation or removal of the Remarketing Agent be effective until a qualified successor has accepted appointment as such.

(b) In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall pay over, assign and deliver any moneys and Bonds held by it in such capacity to its successor.

10. Representations And Warranties Of The City.

The City represents an warrants that:

(a) The City is a political subdivision, public body politic and corporate, organized and validly existing under the laws of the State and has full power and authority under the Constitution of the State (i) to adopt the Bond Ordinance, (ii) to execute and issue the Bonds as provided in the Indenture and to execute and deliver the other City Documents, and (iii) to carry out and consummate all other transactions contemplated on the City's part by the City Documents.

(b) The City is authorized under the Constitution of the State to (i) issue the Bonds and loan the proceeds received from the sale thereof to the

Corporation to assist the Corporation in financing the acquisition, construction and installation of the Project and (ii) pledge the Revenues and assign its rights (except for the certain rights, under the Loan Agreement as security for the payment of the Bonds and the Purchase Price of the Bonds.

(c) The Bond Ordinance has been duly and validly adopted by the City and is in full force and effect.

(d) The adoption of the Bond Ordinance, the execution and issuance of the Bonds, the execution and delivery by the City of the other City Documents and the performance or compliance by the City with the provisions of the Bond Ordinance and the provisions of each of the City Documents applicable to it do not and will not conflict with or violate, or result in or constitute a breach of or default under, any indenture, mortgage, deed of trust, guaranty, lease, agreement or other instrument to which the City is a party or by which the City or any of its property is bound, or conflict with or violate any constitutional provision or any provision of any law, administrative rule or regulation or, to the knowledge of the City after due inquiry, any judgment, order or decree to which the City or any of its property is subject.

(e) There is not claim, action, temporary restraining order, injunction, suit, proceeding, inquiry or investigation, at law or in equity, before or by any judicial or administrative court, governmental agency, public board or body pending or, to the best of the City's knowledge, threatened against the City, (i) that in any way (A) questions the existence of the City, the powers of the City referred to in subsections (a) and (b) of this section, the titles of its officials to their respective offices or the validity of the proceedings taken by the City in connection with the issuance and sale of the Bonds, (B) seeks to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds, (C) challenges the validity or enforceability of the bonds, the Bond Ordinance or the other City Documents or contests the power and authority of the City to execute and deliver or to consummate the transactions contemplated on the City's part by the City Documents or (D) questions the exclusion from gross income for purposes of federal income taxation of the interest on the Bonds or (ii) wherein an unfavorable decision, ruling or finding would in any way adversely affect the validity or enforceability of the Bonds or of the other City Documents (or of any other instrument required or contemplated for use in consummating the transactions contemplated by the City thereby).

(f) The representations and warranties of the City set forth in the other City Documents are true and correct and are incorporated in their entirety herein.

(g) To the best of the City's knowledge, no event has occurred or is continuing that upon the issuance of the Bonds, would constitute an Event of Default or an Unmatured Event of Default or would constitute a Default

under the Indenture or that with the lapse of time or with the giving of notice or both would constitute such a Default.

(h) The City has not granted a lien on or made a pledge of the Security except as provided in the Indenture.

(i) No member of the City or officer, agent or employee thereof is, in his or her own name or in the name of a nominee, an officer, director or holder of an ownership interest of more than seven and one-half percent (7½%) in any person, association, trust, corporation, partnership or other entity which is, in its own name or in the name of a nominee, a party to any contract or agreement related to the transactions contemplated by the Bond Ordinance, the Loan Agreement or the Indenture.

(j) All actions required on the City's part to be performed for the issuance, sale and delivery of the Bonds and for the execution and delivery of the Indenture and the Loan Agreement have been or will be taken duly and effectively.

(k) The Bonds will be legal, valid and binding limited obligations of the City enforceable according to their terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws of general application relating to or affecting the rights or remedies of creditors and (ii) principles of equity (regardless of whether considered and applied in a proceeding in equity or at law).

(l) The City deems the Preliminary Placement Memorandum to be the final official statement except for the omissions permitted under S.E.C. Rule 15c2-12(b)(1).

11. Covenants, Representations And Warranties Of The Corporation.

The Corporation covenants, represents and warrants that:

(a) The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State.

(b) The Corporation has full corporate power and authority to execute and deliver, and to perform its obligations under, the Corporation Documents, to approve the Indenture and to enter into and carry out the transactions contemplated on the Corporation's part by the Corporation Documents.

(c) The Corporation (i) by proper corporate action has duly authorized (A) the execution, making and delivery of, and the due performance of its obligations under, the Corporation Documents and (B) the taking of any and all actions as may be required on the part of the Corporation to carry

out, give effect to and consummate the transactions contemplated by the Corporation Documents and (ii) has approved the terms of the Indenture.

(d) The Corporation will take any and all actions necessary or appropriate to consummate the transactions contemplated on the Corporation's part by the Corporation Documents.

(e) Each of the Corporation Documents has been duly executed and delivered by the Corporation and is the legal, valid and binding agreement of the Corporation enforceable in accordance with its respective terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors and to the availability of equitable relief.

(f) The approval of the Indenture, the execution and delivery of the Corporation Documents, and the compliance with the provisions thereof, (i) do not and will not violate or conflict with any provision of the Corporation's charter or bylaws, both as amended to date, or any resolution adopted by the Board of Directors of the Corporation, (ii) do not, and will not, conflict with or violate, or result in or constitute a breach of or default under, any indenture, mortgage, deed of trust, guaranty, lease, agreement or other instrument to which the Corporation is a party or by which the Corporation or any of its property is bound, or (iii) conflict with or violate any provision of any law, administrative rule or regulation to which the Corporation or any of its property is subject.

(g) The Corporation is not now in default in the payment of principal of or premium or interest on, or otherwise in default with respect to, any bonds notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium or interest. The Corporation does not have knowledge that any event has occurred or is continuing that, with the lapse of time or the giving of notice or both, would constitute an event of default under any such bonds, notes or other obligations. To the best of the Corporation's knowledge after due inquiry, no event has occurred or is continuing that, upon the issuance of the Bonds, would constitute a default on the part of the Corporation under the Indenture or the Corporation Documents.

(h) The Corporation has made all filings with, and has obtained all approvals and consents from, all state and federal regulatory agencies having jurisdiction to the extent, if any, required by any provision of law or regulation applicable to the Corporation to be made or to be obtained in connection with the approval of the Indenture, the execution and delivery of the Corporation Documents, the performance of the Corporation's obligations thereunder and the consummation of the transactions contemplated on the Corporation's part thereby.

(i) No approval, permit, consent, authorization or order of any court or any governmental or public agency, authority or person not already obtained or effected is required with respect to the Corporation in connection with the issuance and sale of the Bonds, the approval of the Indenture or the execution and delivery by the Corporation of, or the performance by the Corporation of its obligations under, the Corporation Documents.

(j) There is no claim, action, temporary restraining order, injunction, suit, proceeding, injury or investigation, at law or in equity, before or by any judicial or administrative court, governmental agency, public board or body pending or, to the best of the Corporation's knowledge, threatened against or effecting, or involving the properties or business of any securities of, the Corporation, (i) contesting the existence, powers, authority or federal tax-exempt status of the Corporation, (ii) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds, (iii) challenging the validity or enforceability of the Corporation Documents, the Bonds, the Indenture or the Bond Ordinance, or contesting the power and authority of the Corporation to execute and deliver or to consummate the transactions contemplated on the Corporation's part by the Corporation Documents, the Bonds, the Indenture or the Bond Ordinance, (iv) questioning the exemption from federal income taxation of the interest on the Bonds or (v) wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of any of the Corporation Documents, the Bonds, the Indenture or the Bond Ordinance or of any other instrument required or contemplated for use in consummating the transactions contemplated on the Corporation's part thereby.

(k) The provision of financial assistance to be made available to the Corporation under the Loan Agreement and the commitments therefor made by the City will create jobs and employment opportunities within the City of Chicago.

(l) The information furnished by the Corporation and used by the City in preparing the information statement pursuant to Section 149(e) of the Code is accurate and complete as of the Closing Date.

(m) The representations, warranties and covenants contained in the Tax Certificate delivered by the Corporation on the date of issuance of the Bonds are true and correct as of the Closing Date.

(n) The representations and warranties of the Corporation set forth in the other Corporation Documents are true and correct and are incorporated in their entirety herein.

(o) The Corporation deems the Preliminary Placement Memorandum to be the final official statement except for the omissions permitted under S.E.C. Rule 15c2-12(b)(1).

12. Joint Covenants Of The City And The Corporation.

The City and the Corporation covenant as follows:

(a) The City directs the Corporation to furnish and the Corporation will furnish or cause to be furnished to the Placement Agent, at Closing, ten (10) copies of the Placement Memorandum signed by an appropriate representative of the Corporation, and will furnish or cause to be furnished to the Placement Agent, without charge as many additional copies of the Placement Memorandum as may reasonably be requested.

(b) The City and the Corporation will cooperate with the Placement Agent in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdictions as and if required as the Placement Agent may request, provided that the City shall not be required to consent to service of process or qualify as a foreign corporation in any state and any costs and expenses relating to this Section shall be borne by the Corporation.

(c) Before amending or supplementing the Placement Memorandum, the City and the Corporation will furnish to the Placement Agent a copy of each such proposed amendment or supplement. No amendment or supplement to the Placement Memorandum will contain material information substantially different from that contained in the Placement Memorandum on the date it was issued which is unsatisfactory in form or substance to the Placement Agent in its reasonable discretion.

(d) During such period as the Placement Agent believes delivery of the Placement Memorandum is necessary or desirable in connection with the sale of the Bonds by the Placement Agent or dealers, if any event shall occur as a result of which it is necessary to amend or supplement the Placement Memorandum in order to make the statements therein, in the light of the circumstances when the Placement Memorandum is delivered to a purchaser, not misleading, the City and the Corporation will, at the request of the Placement Agent, cooperate in the preparation of either amendments to the Placement Memorandum or supplemental information so that the statements in the Placement Memorandum as so amended or supplemented will not, in the light of the circumstances when the Placement Memorandum is delivered to a purchaser, be misleading.

13. Covenants Of The City.

The City covenants that it will apply the proceeds from the sale of the Bonds as provided in, and subject to, all of the terms and provisions of the Indenture and the Loan Agreement, and will observe all covenants of the City in such instruments, and will not issue or sell any bonds or obligations

other than the Bonds, the principal of, redemption premium, if any, and interest on which are payable in whole or in part from the payments or revenues derived under the Loan Agreement or are to be secured by a mortgage or security agreement granting security title to, a mortgage lien on, or a security interest in, any portion of the Project.

14. Covenants Of The Corporation.

The Corporation covenants as follows:

(a) The Corporation will cause the proceeds of the Bonds to be applied as provided in, and subject to, all of the terms and provisions of the Loan Agreement, and will observe all covenants of the Corporation in such instrument, all as contemplated in the Placement Memorandum.

(b) The Corporation will take such action as may be reasonably requested to facilitate the timely consummation of the transactions contemplated by this Agreement.

(c) The Corporation will notify the Placement Agent of any material adverse change in the business, properties or financial condition of the Corporation occurring before Closing and at such other time when, in the opinion of the Corporation or the Placement Agent, copies of the Placement Memorandum will be required to be delivered to purchasers of the Bonds, where such change, in the judgment of the Corporation or the Placement Agent, would require a change in the Placement Memorandum in order to make the statements therein true and not misleading.

15. Indemnification.

(a) The Corporation will indemnify, and hold harmless the City and the Placement Agent against any losses, claims, damages or liabilities, joint or several, to which the City or the Placement Agent may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof), under state or federal laws or regulations or otherwise (i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Placement Memorandum, or any amendment or supplement thereto, (ii) arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) an allegation or determination that the Bonds, the obligations of the Corporation under the Loan Agreement, the Reimbursement Agreement or this Agreement, or the obligations of the Bank under the Letter of Credit should have been registered under the Act or the Indenture should have been qualified under the Trust Indenture Act, and the Corporation will reimburse the City and the Placement Agent for any legal or other expenses

reasonably incurred by the City and the Placement Agent in connection with investigating or defending any such action or claim.

(b) The Placement Agent will indemnify and hold harmless the City against any losses, claims, damages or liabilities, joint or several, to which the City may become subject, under state or federal laws or regulations or otherwise, (1) insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue or alleged untrue statement of any material fact made by the Placement Agent in violation of state securities laws or Rule 10b-5 of the S.E.C. or contained or incorporated by reference in the Placement Memorandum, or the Preliminary Placement Memorandum, or arise out of or are based upon the omission or the alleged omission to state therein a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any such document in reliance upon and in conformity with written information furnished to the City exclusively by the Placement Agent specifically for use therein, or (2) to the extent that any such losses, claims, damages or liabilities result from the fact that, in the case of any person asserting such losses, claims, damages or liabilities who purchased Bonds from the Placement Agent, a copy of the Placement Memorandum was not sent or given to such person by the Placement Agent at or prior to the written confirmation of the sale of such Bonds to such person in compliance with S.E.C. Rule 15c2-12, and will reimburse the City or any such controlling person for any legal or other expenses reasonably incurred in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnity agreement will be in addition to any liability which the Placement Agent may otherwise have.

(c) The indemnity and contribution agreements in Paragraphs (a), (b) and (e) of this Section 15 shall be in addition to any liability which any indemnifying party may otherwise have and shall extend on the same terms and conditions to each officer and director of the Placement Agent, and to each person, if any, who controls (as such term is used in Section 15 of the Securities Act) the Placement Agent.

(d) Promptly after receipt by an indemnified party under paragraphs (a) or (b) of this Section 15 of notice of the commencement of any action against such indemnified party in respect of which indemnity or reimbursement may be sought against any indemnifying party under such paragraph (a) or (b), such indemnified party will notify the indemnifying party in writing of the commencement thereof. In case any such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in, and, to the extent that it may wish, jointly with all other indemnifying parties similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party.

(e) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 15 is due in accordance with its terms but is for any reason held by a court to be unavailable from the Corporation of the Placement Agent on grounds of policy or otherwise the Corporation and the Placement Agent shall contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) to which the Corporation and the Placement Agent may be subject (i) in such proportion as is appropriate to reflect the relative benefits received by the Corporation, on the one hand and the Placement Agent on the other from the remarketing of the Bonds or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Corporation on the one hand and the Placement Agent on the other in connection with the failure to register or qualify certain instruments as described in Section 15(a)(iii) or in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Corporation on the one hand and the Placement Agent on the other shall be deemed to be in the same proportion as the aggregate principal amount of the Bonds remarketed pursuant to this Agreement bear to the total remarketing fees received by the Placement Agent. The relative fault of the Corporation on the one hand and the Placement Agent on the other 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 related to information supplied by the Corporation or by the Placement Agent and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, in the case of an allegation or determination that the Bonds, the obligations of the Corporation under the Loan Agreement or this Agreement, or the obligations of the Bank under the Letter of Credit should have been registered under the Act or the Indenture should have been qualified under the Trust Indenture Act, the fault shall be deemed to be entirely that of the Corporation. The amount paid or payable by a party as a result of the losses, claims, damages and liabilities referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim.

(f) The Corporation and the Placement Agent agree that it would not be just and equitable if contribution pursuant to this Section 15 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 15, the Placement Agent shall not be required to contribute under

Section 15(e) any amount in excess of the remarketing fee applicable to the Bonds remarketed pursuant to this Agreement. No person guilty of fraudulent misrepresentation (within the meaning of Section 15(f) of the Act) shall be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation.

(g) The indemnification and contribution agreements of all parties to this Agreement contained in this Section 15 shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Placement Agent, by or on behalf of the Bank, by or on behalf of any person controlling the Placement Agent or by or on behalf of the Corporation or the City or (ii) any termination of this Agreement.

16. Conditions Of The Placement Agent's And Remarketing Agent's Obligations.

The obligations of the Placement Agent hereunder shall be subject to the performance by the City and the Corporation of their respective obligations and agreements to be performed hereunder, at or prior to the Closing Date; to the accuracy as of the date hereof of the representations and warranties of the City and the Corporation contained herein; and to the accuracy of such representations and warranties as if made on and as of the Closing Date. The obligations of the Placement Agent and Remarketing Agent hereunder are subject to the following further conditions:

(a) On or prior to the Closing Date, the Placement Agent shall have received:

(i) Opinions, dated the Closing Date and addressed to the Placement Agent, of (A) City Corporation Counsel, (B) Counsel to the Corporation, (C) Bond Counsel, (D) Counsel to the Bank and (E) Counsel to the Placement Agent; in all of such cases such opinions to be in form and substance satisfactory to the Placement Agent, in each case with such changes as the Placement Agent may approve.

(ii) A certificate, dated the Closing Date, signed by a duly authorized officer of the City, in form provided by the Placement Agent, substantially to the effect that (A) each of the representations and warranties of the City set forth in the City Documents is true, accurate, and complete on the Closing Date as if made on and as of the Closing Date, (B) each of the agreements of the City to be complied with and each of the obligations of the City to be performed under the City Documents on or prior to the Closing Date has been complied with and performed, and (C) the information in the Placement Memorandum describing the City under the heading "The City", and statements and information set forth and incorporated by reference regarding the City in the Preliminary Placement Memorandum and in the Final

Placement Memorandum as of Closing will be true and correct in all material respects and the Preliminary Placement Memorandum does not and the Placement Memorandum will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statement therein, in light of the circumstances under which they are made, not misleading, regarding the City.

(iii) A certificate, dated the Closing Date, signed by a duly authorized officer of the Corporation satisfactory to the Placement Agent, to the effect that (A) each of the representations and warranties of the Corporation set forth in the Corporation Documents is true, accurate, and complete on the Closing Date as if made on and as of the Closing Date, (B) each of the agreements of the Corporation to be complied with and each of the obligations of the Corporation to be performed under the Corporation Documents on or prior to the Closing Date has been complied with and performed, and (C) except for information in the Placement Memorandum describing the Bank under the heading "The Bank", and the City under the heading "The City", statements and the information set forth and incorporated by reference in the Preliminary Placement Memorandum are true and correct and all such statements and information set forth and incorporated by reference in the Final Placement Memorandum as of Closing will be true and correct in all material respects and the Preliminary Placement Memorandum does not and the Placement Memorandum will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statement therein, in light of the circumstances under which they are made, not misleading.

(iv) A certificate, dated the Closing Date, signed by a duly authorized officer of the Trustee satisfactory to the Placement Agent, to the effect that the Trustee is a national banking association, authorized to carry out corporate trust powers, and has all necessary power and authority to enter into and perform its duties under the Indenture and to authenticate the Bonds.

(v) A copy of the Letter of Credit which shall be in full force and effect in accordance with its terms and shall not have been amended, modified, or supplemented.

(vi) A certificate, dated the Closing Date, signed by a duly authorized officer of the Bank satisfactory to the Placement Agent, to the effect that the information relating to the Bank contained in the Placement Memorandum is true and correct in all material respects, and the Placement Memorandum does not contain any untrue or misleading statement of a material fact relating to the Bank.

(vii) A copy of the Bond Ordinance, certified by the City Clerk or other authorized officer of the City, and a copy of a specimen of the form of the Bonds.

(viii) A copy of the Articles of Incorporation of the Corporation, certified by the Secretary of State of Illinois, a copy of the bylaws of the Corporation, certified by the Secretary or an Assistant Secretary of the Corporation, and a copy of the resolution or other action taken by the Corporation authorizing the execution and delivery of the Corporation Documents, certified by the Secretary or an Assistant Secretary of the Corporation.

(ix) A Certificate of Good Standing of the Corporation in the State.

(x) Certified, fully executed counterparts of the City Documents and the Corporation Documents.

(xi) Such additional certificates (including appropriate "no litigation" certificates), opinions, instruments or other documents as the Placement Agent may reasonably request to evidence the truth, accuracy, and completeness, as of the Closing Date, of the representations and warranties of the City and the Corporation contained herein and the due performance and satisfaction by the City and the Corporation at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each of them in connection with the City Documents and the Corporation Documents.

(b) The Remarketing Agent's duties are further subject to the following being true:

(i) Between the date hereof and any Purchase Date, legislation shall not have been enacted by the Congress or be actively considered for enactment by Congress, or recommended to the Congress for passage by the President of the United States, or introduced and favorably reported for passage to either house of the Congress by any committee of such house to whom such legislation has been referred for consideration, nor a decision rendered by a court or the Tax Court of the United States, nor any order, ruling, regulation or official statement made by the United States Treasury Department or the Internal Revenue Service, with the purpose or effect of imposing federal income taxation upon the Bonds or revenues or other income of the character derived by the City under the Loan Agreement, or which otherwise adversely affect the marketability of the Bonds in the reasonable opinion of the Placement Agent.

(ii) Between the date hereof and any Purchase Date, legislation shall not have been enacted by the Congress or be actively considered for enactment by Congress, or recommend to the Congress for passage by the President of the United States, or be introduced or favorably

reported for passage to either house of the Congress, and neither a decision, order or decree of a court of competent jurisdiction, nor an order, ruling, regulation or official statement of or on behalf of the Securities and Exchange Commission shall have been rendered or made, with the purpose or effect that the issuance, offering or sale of the Bonds or obligations of the general character of the Bonds as contemplated hereby, is or would be in violation of any provision of the Securities Act or the Trust Indenture Act, or with the purpose of the Bonds as contemplated hereby or by the Placement Memorandum or of obligations of the general character of the Bonds.

(c) No event shall have occurred or fact exist which makes untrue, incorrect or inaccurate, in any material respect as of the time the same purports to speak, any statement or information contained in the Placement Memorandum, or which is not reflected in the Placement Memorandum but should be reflected therein as of the time and for the purpose for which the Placement Memorandum is to be used in order to make the statements and information contained therein not misleading in any material respect as of such time.

(d) None of the following shall have occurred: (i) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange or such trading shall have been suspended; (ii) the New York Stock Exchange or other national securities exchange, or the National Association of Securities Dealers, Inc., or other national securities association, or the Municipal Securities Rulemaking Board or other similar national self-regulatory rule-making board, or any governmental authority shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or change in the net capital requirements of, the Placement Agent; (iii) a general banking moratorium shall have been declared by Federal or Illinois authorities; or (iv) a war involving the United States of America shall have been declared, or any other national or international calamity or crisis, or a financial crisis, shall have occurred, the effect of which, in the judgment of the Placement Agent, is such as to materially and adversely effect (A) the market price or the marketability of the Bonds or (B) the ability of the Placement Agent to enforce contracts for the sale of the Bonds.

(e) All matters relating to this Agreement, the Placement Memorandum, the Bonds, the Bond Ordinance, the City Documents, and the Corporation Documents and the consummation of the transactions contemplated by this Agreement and the Placement Memorandum, shall be reasonably satisfactory to and subject to the approval of the Placement Agent and its counsel.

If any of the conditions specified in the preceding provisions of this Section 16 shall not have been fulfilled when and as required by this Agreement, this Agreement and the Placement Agent's obligations hereunder may be terminated by the Placement Agent at, or at any time prior to, the Closing Date. Any such termination shall be without liability on the Placement Agent's part.

17. Survival Of Representations, Warranties, Covenants, Agreements And Indemnities.

All representations, warranties, covenants, agreements and indemnities contained in this Agreement, or contained in the certificates of officers, directors or members of the City or the Corporation submitted pursuant hereto, shall remain operative and in full force and effect regardless of any investigation by or on behalf of the Placement Agent or any person controlling the Placement Agent, and shall survive delivery of the Bonds to the Placement Agent and payment therefor by the Placement Agent.

18. Payment Of Expenses.

All expenses incident to the performance of the obligations of the City hereunder, including the charges, fees, and disbursements described above, are to be paid out of the proceeds of the Bonds or by the Corporation from its own funds, or, if the Bonds are not sold, by the Corporation. Except as provided in the preceding sentence, the Placement Agent will pay all of its own out-of-pocket expenses. Except as provided above, the Placement Agent shall not be obligated to pay any other expenses incurred in connection with the transactions contemplated by this Agreement.

19. No Recourse.

The City shall not be liable for any act or omission of the Placement Agent or Remarketing Agent. No recourse shall be had for the payment of the Purchase Price of any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Agreement against the City or any past, present or future official, agent or employee of the City under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official, employee or agent as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

20. Parties In Interest.

This Agreement is made solely for the benefit of the Placement Agent, persons controlling the Placement Agent, the City and the Corporation and

their respective successors, and no other person, partnership, association, or corporation shall acquire or have any right under or by virtue of this Agreement. The term "successors" shall not include any purchaser of the Bonds for any Placement Agent merely by reason of such purchase.

21. Notices.

Any notice or other communication to be given to any party to this Agreement may be given by delivering the same, in writing, at the respective addresses set forth below:

To The City:

City of Chicago
City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: City Clerk and City Comptroller

With A Copy To The Corporation Counsel

To The Corporation:

Goose Island Beer Co.
1800 West Fulton Street
Chicago, Illinois 60612
Attention: President

To The Placement Agent Or The Remarketing Agent:

F.B.S. Investment Services, Inc.
100 South Fifth Street, Suite 1400
Minneapolis, Minnesota 55402
Attention: Paul H. Abzug

Any notice given by telegram or telex shall be deemed to be given when sent. Any notice given by mail shall be deemed to be given when sent by registered or certified mail, return receipt requested. The City, the Remarketing Agent or the Corporation may designate, by notice given hereunder, any further or different addresses than those provided herein to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

22. Severability.

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstance shall not have the effect of rendering the provision in question inoperable or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

23. Applicable Law.

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

24. 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.

The City of Chicago

By: _____
City Comptroller

Goose Island Beer Co.

By: _____
President

F.B.S. Investment Services, Inc.

By: _____
Vice President

AUTHORIZATION FOR EXECUTION OF PROJECT AGREEMENT WITH STATE OF ILLINOIS FOR IMPROVEMENT OF CHICAGO SKYWAY TOLL BRIDGE'S 100TH STREET VIADUCT AND CALUMET RIVER BRIDGE.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 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 project agreement with the State of Illinois for the improvement of the Chicago Skyway Toll Bridge's 100th Street Viaduct and Calumet River Bridge, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 State and the City of Chicago (the "City"), in the interest of the safe and efficient movement of vehicular traffic, find it necessary to improve the Chicago Skyway Toll Bridge's 100th Street Viaduct and the Calumet River Bridge (the "Project"); and

WHEREAS, Before commencing construction on the Project, the City is required to make, or cause to be made, certain design studies and a design report covering the Project, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, contract construction and force account construction for the Project (collectively referred to herein as "Preliminary Engineering"); and

WHEREAS, The State and the City wish to avail themselves of federal Urban Access and Urban Mobility funds authorized by Section 1106(b) of the Intermodal Surface Transportation Efficiency Act of 1991, as amended, to pay eighty percent (80%) of costs for the Preliminary Engineering, contract construction, force account construction and/or construction engineering/ supervision of the Project; and

WHEREAS, The State and the City have concurred in the use of such funds for the Preliminary Engineering; and

WHEREAS, The City has been asked to contribute the local share portion to cover twenty percent (20%) of the costs for the Preliminary Engineering, which the City will pay from net operating revenues of the Chicago Skyway Toll Bridge; and

WHEREAS, The State and the City have completed Phase I (Environmental Studies) for the Project under a City/State Project Agreement dated January 17, 1995, authorized by an ordinance adopted by the City Council of the City on October 5, 1994 (Council Journal of Proceedings of October 5, 1994, pages 57502 -- 57513), and wish to proceed with Phase II of the Project; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The City Council of the City hereby approves, and the Mayor or the Commissioner of the Department of Streets and Sanitation (the "Commissioner") is authorized to execute, subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality, City/State Agreements with the State as are necessary and appropriate for the project, in substantially the form attached hereto as Exhibit A.

SECTION 3. 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".

City/State Project Agreement.

Federal Project No.:	DPU-0054(001)
City Section No.:	93-E2418-00-BR
State Job No.:	P88-015-94
City Job No.:	_____

Project Costs And Funding.

The estimated costs of the Project are:

Federal Share	$400,000
City Share	100,000
TOTAL:	$500,000

Preliminary Engineering (Phase II) For The Improvement Of The Skyway Toll Bridge System.

This Agreement, entered into this 30th day of November, 1994, 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 Department of Transportation of the State of Illinois, 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 State and the City, in the interest of the safe and efficient movement of vehicular traffic, find it necessary to improve the Chicago Skyway Toll Bridge's 100th Street Viaduct and the Calumet River Bridge (the "Project"); and

Whereas, Before commencing construction on the Project, the City is required to make, or cause to be made, certain design studies and a design report covering the Project, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, contract construction and force account construction for the Project (collectively referred to herein as "Preliminary Engineering"); and

Whereas, The State and the City wish to avail themselves of federal Urban Access and Urban Mobility funds authorized by Section 1106(b) of the Intermodal Surface Transportation Efficiency Act of 1991, as amended, to pay eighty percent (80%) of costs for the Preliminary Engineering (Phase II), contract construction, force account construction and/or construction engineering/ supervision of the Project as provided in this Agreement; and

Whereas, The State and the City have concurred in the use of such funds for the Preliminary Engineering; and

Whereas, The City has been asked to contribute the local share portion to cover twenty percent (20%) of the costs for the Preliminary Engineering (Phase II), which the City will pay from net operating revenues of the Chicago Skyway Toll Bridge; and

Whereas, The State and the City have completed Phase I (Environmental Studies) for the Project under a City/State Project Agreement dated January 17, 1995, authorized by an ordinance passed by the City Council of the City on October 5, 1994 (Council Journal of Proceedings of October 5, 1994, pages 57502 -- 57513), and wish to proceed with Phase II of the Project;

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 Preliminary Engineering 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 the performance of the Preliminary Engineering; and

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.

Article III.

The City hereby agrees as follows:

3.01

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 any required public hearings, prepare the required environmental studies and final design reports, perform the engineering for 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(s), all of which is considered to be Preliminary Engineering;

3.02

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 Preliminary Engineering;

3.03

To comply with all applicable State and federal executive orders, laws and regulations pertaining to Equal Employment Opportunity and non-discrimination 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.;

3.04

To maintain, for a minimum of five (5) 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 contract 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 Preliminary Engineering 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 Preliminary Engineering for which adequate books, records and supporting documentation are not available to support their purported disbursement; and

3.05

That failure on the part of the City to fulfill its responsibilities pursuant to Sections 3.03 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

That the estimated cost of the Preliminary Engineering (Phase II) covered and described by this Agreement is $500,000, and that based upon the current ratio of federal funds to City funds for "Urban Access and Urban Mobility" projects, the proportional participation for said Preliminary Engineering (Phase II) will be:

Federal Share (80% of $500,000)	$400,000
City Share (20% of $500,000)	100,000
TOTAL:	$500,000

and that based upon said ratio, the federal share shall be limited to a maximum of $400,000, with any non-federal share required in excess of

that amount to be provided by the City, or by written amendment to this Agreement;

4.02

The City shall be responsible for one hundred percent (100%) of the cost of any work not eligible for federal participation;

4.03

Standard federal-aid procedures and requirements shall apply to all phases of any federally funded Project(s);

4.04

This Agreement and the covenants contained herein shall be void ab initio in the event the work contemplated herein is not authorized within one (1) year of the execution of this Agreement by the City; and

4.05

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

Minority Business Enterprises.

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

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

contractor or subcontractors, including procurement of materials and lease of equipment.

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

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

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

Certification Regarding Debarment.

The Local Agency certifies to the best of its knowledge and belief that its Officials: *

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in item (2) of this certification;

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* The Local Agency for purpose of this certification is defined as the Department of Streets and Sanitation of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Streets and Sanitation, the Purchasing Agent and the Comptroller of the City of Chicago.

(4) have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

(5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 (1992), as amended).

Certification Regarding Lobbying.

(This Certification is required pursuant to 31 U.S.C. 1352)

Certification for Contracts, Grants, Loans and Cooperative Agreements

The Commissioner of the Department of Streets and Sanitation hereby certifies, solely in connection with the federally funded Project(s) covered under this Agreement, that to the best of her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-ILL, "Disclosure Form of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Eileen J. Carey, Commissioner,
City of Chicago,
Department of Streets and
Sanitation

Date

In Witness Whereof, The City and the State have caused this Agreement to be executed by their respected 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: _____
City Comptroller

Executed by the State of Illinois

This _____ day of _____, ____.

By: _____
Director of Highways,
Illinois Department of
Transportation

AUTHORIZATION FOR EXECUTION OF WATER SUPPLY AGREEMENT WITH VILLAGE OF OAK LAWN, ILLINOIS.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 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 water supply agreement between the City of Chicago and the Village of Oak Lawn, Illinois, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "City") possesses the power and authority and is required to furnish water from the City's water mains to others; and

WHEREAS, Pursuant to an ordinance adopted on March 9, 1983 by the City Council of the City (the "City Council") and published in the Journal of Proceedings of the City Council for such date at pages 16310 -- 16315, the City entered into an agreement dated as of February 8, 1983 (the "1983 Agreement") with the Village of Oak Lawn, Illinois (the "Village") to supply water to the Village; and

WHEREAS, Pursuant to an ordinance adopted on April 25, 1984 by the City Council and published in the Journal of Proceedings of the City Council for such date at pages 6167 -- 6169, the City entered into an amendment dated as of March 13, 1984 (the "Amendment"; the 1983 Agreement and the Amendment being collectively hereinafter referred to as the "Prior Agreement") to the 1983 Agreement with the Village; and

WHEREAS, The Prior Agreement expired in accordance with its terms on February 8, 1993; and

WHEREAS, The City is willing to continue to supply water to the Village under substantially the terms of the attached form of five (5) year water supply contract (the "Agreement"); and

WHEREAS, Except as otherwise provided in the Agreement, the water furnished pursuant to the Agreement shall not be resold to customers located outside the corporate limits of the Village without the approval of the Village and the City Council; 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 Mayor is hereby authorized to execute, the City Clerk to attest, the Commissioner of Water to approve, and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a water supply contract between the City and the Village in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

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".

Water Supply Contract Between The City Of Chicago, Illinois And The Village Of Oak Lawn, Illinois.

Contract No. _____

This Agreement made and entered into this _____ day of _____, 1995 and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, Illinois, a municipal

corporation, organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called the "City"), and the Village of Oak Lawn, in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago (hereinafter called the "Purchaser").

Witnesseth:

Whereas, The City and the Purchaser entered into a ten (10) year agreement dated as of February 8, 1983, as amended by a first amendment dated as of March 13, 1984, for the furnishing from the City's water mains at the City limits at West 91st Street and South Pulaski Road and West 104th Street and South Pulaski Road and for emergency use only at West 87th Street and West Columbus Avenue, a supply of water for (i) consumers located within the corporate limits of the Purchaser, (ii) one (1) account located outside the corporate limits of the Purchaser, (iii) the Village of Chicago Ridge, Illinois ("Chicago Ridge"), (iv) one (1) account located outside the corporate limits of Chicago Ridge, (v) the City of Palos Hills, Illinois, (vi) the City of Oak Forest, Illinois ("Oak Forest"), (vii) twenty-five (25) accounts located outside the corporate limits of Oak Forest, (viii) the Village of Tinley Park, Illinois, (ix) the Village of Orland Park, Illinois ("Orland Park"), (x) three hundred (300) accounts located outside the corporate limits of Orland Park, (xi) the Village of Matteson, Illinois, (xii) the Citizens Utilities Company servicing the Village of Westhaven, Illinois (now known as the Village of Orland Hills, Illinois) and a portion of Orland Park known as the Fernway Subdivision, (xiii) the Village of Palos Park, Illinois, (xiv) the Village of Olympia Fields, Illinois, and (xv) the City of Country Club Hills, Illinois, all of which supply of water was not to exceed an annual average of 18,137,000 gallons per day in 1983, and increasing to 24,437,000 gallons per day in 1992, with the maximum rate of flow from the City's water main not to exceed twice the annual average daily withdrawal; and

Whereas, The City is willing to enter into a new water supply contract with the Purchaser, and furnish water from the existing connection to the City's water mains at the City limits at West 91st Street and South Pulaski Road and West 104th Street and South Pulaski Road and for emergency use only at West 87th Street and West Columbus Avenue;

Now, Therefore, In consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. Service To Be Furnished.

(1) The City agrees to furnish to the Purchaser, and the Purchaser agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City (the

"Commissioner") from the City's water mains at the City limits at West 91st Street and South Pulaski Road and West 104th Street and South Pulaski Road and for emergency use only at West 87th Street and West Columbus Avenue, to be used by the Purchaser in supplying water to (i) consumers located within the corporate limits of the Purchaser, (ii) the one account located outside the corporate limits of the Purchaser, and (iii) the entities described in Paragraph A(2) hereof. All water usage is to be in accordance with the allocation of the State of Illinois, Department of Transportation or any successor thereto having authority over the allocation of Lake Michigan water (a "Successor").

(2) The Purchaser is further authorized to supply Lake Michigan water obtained from the City to the following entities: (i) the Village of Chicago Ridge, Illinois ("Chicago Ridge"), (ii) one (1) account located outside the corporate limits of Chicago Ridge, (iii) the City of Palos Hills, Illinois, (iv) the City of Oak Forest, Illinois ("Oak Forest"), (v) twenty-five (25) accounts located outside the corporate limits of Oak Forest, (vi) the Village of Tinley Park, Illinois, (vii) the Village of Orland Park, Illinois ("Orland Park"), (viii) three hundred (300) accounts located outside the corporate limits of Orland Park, (ix) the Village of Matteson, Illinois, (x) the Citizens Utilities Company servicing the Village of Orland Hills, Illinois and a portion of Orland Park known as the Fernway Subdivision, (xi) the Village of Palos Park, Illinois, (xii) the Village of Olympia Fields, Illinois, and (xiii) the City of Country Club Hills, Illinois (collectively, the "Subsequent Purchasers"). All water usage is to be in accordance with the allocations of the State of Illinois, Department of Transportation or its Successor. Any increase in the allocations to the Subsequent Purchasers shall be subject to the approval of the Commissioner. It is clearly understood by the Purchaser that this authorization is nonexclusive and in no way guarantees any rights to re-sell City water.

(3) The Purchaser shall not add any additional users of water supplied by the City outside of its corporate limits without the approval of the Commissioner and the Chicago City Council.

B. Quantity Of Water To Be Furnished.

(1) The following are the quantities of water for the years included:

Annual Average Daily Quantity In Gallons.

Year	Total
1995	29,973,000
1996	30,667,000

Annual Average Daily Quantity In Gallons.

Year	Total
1997	31,364,000
1998	32,060,000
1999	32,755,000
2000	33,450,000

The quantities of water to be furnished are to be supplied to the seven villages, three cities and one company for the years as indicated:

Annual Average Daily Quantity In Gallons.

Year	Village Of Oak Lawn	Village Of Chicago Ridge	Village Of Tinley Park	Village Of Orland Park
1995	7,040,000	1,556,000	4,068,000	6,900,000
1996	7,068,000	1,566,000	4,151,000	7,202,000
1997	7,096,000	1,577,000	4,235,000	7,505,000
1998	7,124,000	1,587,000	4,318,000	7,807,000
1999	7,152,000	1,598,000	4,401,000	8,110,000
2000	7,180,000	1,608,000	4,485,000	8,412,000

Annual Average Daily Quantity In Gallons.

Year	Village Of Matteson	Village Of Palos Hills	Village Of Oak Forest	Citizens Utilities Company (Village Of Orland Hills And Fernway Subdivision)
1995	2,438,000	2,074,000	2,540,000	697,000
1996	2,579,000	2,101,000	2,557,000	722,000
1997	2,719,000	2,128,000	2,575,000	747,000
1998	2,860,000	2,156,000	2,592,000	773,000
1999	3,000,000	2,183,000	2,610,000	798,000
2000	3,141,000	2,210,000	2,627,000	823,000

Annual Average Daily Quantity In Gallons.

Year	City Of Country Club Hills	Village Of Palos Park	Village Of Olympia Fields
1995	1,490,000	461,000	709,000
1996	1,520,000	471,000	730,000
1997	1,550,000	481,000	751,000
1998	1,580,000	492,000	771,000
1999	1,610,000	502,000	791,000
2000	1,640,000	512,000	812,000

The individual consumer's quantities of water are included in the allocation made to the Purchaser and the Subsequent Purchaser. These

quantities of water are in accordance with the allocations made to the Purchaser and the Subsequent Purchaser, by Opinion and Order Number LMO 89-2, as amended from time to time, of the State of Illinois, Department of Transportation. These quantities of water may be adjusted by the Commissioner if there are any future revisions of the allocation order by the State of Illinois, Department of Transportation or its Successor.

(2) The water supplied and taken in accordance with this contract shall be withdrawn at a uniform rate during the twenty-four (24) hours of each day. The maximum hourly rate of withdrawal from the City's water main shall not exceed twice the annual average daily contracted amount. The City shall have the right to restrict the supply of water to the Purchaser at any location in order to ensure an adequate water supply to all purchasers of City water for public health and fire protection. The Purchaser shall be responsible for any damage to the water system of the City or of any of its customers due to excessive surges caused by the malfunction or misuse of the Purchaser's water system, including, without limitation, fast-acting valves or booster station operation.

(3) The Purchaser shall install a flow control system and a pressure recording system consisting of a manually operated flow control valve controlled by the City at a meter vault on the existing water service connections to the City's water main at the City limits at its connections at West 91st Street and South Pulaski Road and West 104th Street and South Pulaski Road and at West 87th Street and West Columbus Avenue in order to regulate the flow of water as herein provided. When requested by the Commissioner, the Purchaser shall provide the necessary equipment to transmit pressures, rates of flow and receiving reservoir elevations, and to convert the manually operated flow control valves to remotely controlled flow control valves. All devices necessary for the control and transmission of pressures and rates of flow of water furnished shall be provided and maintained by the Purchaser. The transmission of pressures and rates of flow readings shall be to a location designated by the City and the flow control valve shall be controlled by the City.

C. Standard Terms And Conditions.

I. General.

(1) This contract shall be in force and effect for a period ending five (5) years from the date hereof, provided, however, that the City and the Purchaser may agree to renew this contract for successive like terms. If either the City or the Purchaser shall desire to renew this contract, such party shall provide written notice thereof to the other party hereto six (6) months prior to the expiration of each said five (5) year term. Amounts of

water for average daily use will be the amounts as allocated by the State of Illinois, Department of Transportation or its Successor.

(2) No officer, official or agent of the City has the power to amend, modify or alter this contract or waive any of its conditions so as to bind the City by making any promise or representation not contained herein; provided that the Commissioner may make modifications pursuant to Paragraph C(7) herein.

(3) This contract shall not be assigned or transferred by either party.

(4) This contract will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated annually by the State of Illinois, Department of Transportation or its Successor to the Purchaser and its customers within its corporate limits as well as the one account located outside its corporate limits and the Subsequent Purchasers.

(6) The City will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description that may arise as a result of making this contract and furnishing water hereunder.

(7) The Purchaser may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Purchaser agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The Purchaser shall submit to the City by the tenth (10th) day of each month, a report showing the amount of water received the previous month from the City and the amount furnished to customers of the Purchaser.

III. Reservations.

(10) In the event of a default in payment of a water bill by the Purchaser, the City reserves the right to require the Purchaser to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety (90) days at the prevailing metered rate.

IV. Water Quality.

(11) The City shall supply the Purchaser with water of a quality commensurate with that furnished to its consumers within the City limits.

(12) The Purchaser shall receive its supply of water from the City by means of a method approved by the Commissioner. The City water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(13) The Purchaser bears the responsibility for maintaining the water quality at any point beyond the control valve and within its distribution system. The City bears no degree of responsibility for the water quality at any point beyond the control valve.

(14) The Purchaser shall immediately notify the Commissioner of any emergency or condition that may affect the quality of water in either party's system.

(15) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Purchaser and to perform required tests upon due notice to the Purchaser.

V. Equipment Operation.

(16) The Purchaser shall provide and maintain all Service Mains (as hereinafter defined) and valves and bear the costs for connecting said Service Mains to and severing them from the City's water system. The Purchaser shall also pay any and all costs incurred by or on behalf of the City in connection with extending the City's water system to the point of connection with the Purchaser's water system, if such extension is for the sole purpose of supplying water to the Purchaser's water system. Each Service Main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City. This valve will mark the limit of the City's responsibility for maintenance of the piping system. The cost of maintaining or replacing the valve shall be the responsibility of the Purchaser. As used herein,

the term "Service Main" or "Service Mains" shall mean the primary supply piping between the City's water system and the overflow tank at the Purchaser's reservoir, including the connection to the City's water system, the control valve and the meter vault.

(17) The Purchaser shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording pressures, rates of flow, reservoir levels and other required operational information.

(18) The Purchaser shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. The meters provided must be delivered to the City meter shop for testing and picked up promptly after testing, all at the expense of the Purchaser prior to installation by the Purchaser. Plans, drawings and specifications for the equipment, piping and vault, or other protective structure must be submitted to and be approved by the Commissioner before an authorization for installing the meters and related devices will be issued. No substitute equipment will be allowed without written approval of the Commissioner. The meter vault shall be located no farther than one hundred-fifty (150) feet from the control valve unless the Commissioner consents to installation at a greater distance. The Purchaser shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be of a size and in a location approved by the Commissioner. The tee and valve shall be a minimum of two inches pipe size. The Purchaser shall provide a one-inch pipe size pitometer test tap in the inlet pipe ahead of the header pipe in a location approved by the Commissioner.

(19) In the event that the Purchaser should desire to alter the meter installation, the piping configuration, the meter vault or any of the Facilities (as hereinafter defined), all drawings, plans and specifications shall be submitted to the Commissioner prior to an application being made for an installation permit and prior to the start of any construction. Alteration of any of the Facilities shall include construction of new Facilities or changes or additions to existing Facilities. All drawings, plans and specifications shall include profiles showing United States Geological Survey elevations and shall be prepared by a professional engineer, licensed to practice in the State of Illinois, all equipment shall be of a manufacture and type approved by the City, and all work shall be performed by a plumbing contractor licensed and bonded in the State of Illinois. As used herein, the term "Facilities" shall mean the Service Mains, all reservoirs within the Purchaser's water system and all connections to other entities outside the limits of the Purchaser's water system, including any reservoirs on such entities' water systems.

(20)(a) The City reserves the right to inspect, test and repair the water meters as required. Should any meter be found to be damaged or

to have an obvious defect, such as a leak or damaged register, the meter shall be repaired by the City, or at the request of the City, repaired by the Purchaser. All such repairs shall be at the expense of the Purchaser.

(b) At least once a year and more often if deemed necessary by the City, the City shall at its expense have the meters tested by means of a pitot tube. Should the pitot tube test indicate that the registration of any meter is greater than one hundred one point five percent (101.5%) or less than ninety-eight point five percent (98.5%), the Purchaser shall arrange to have the meter removed and delivered within thirty (30) days to the City meter shop for testing and repair. Should the meter not be repairable, the Purchaser shall make arrangements to have a new meter delivered to the City meter shop within thirty (30) days of notification by the City to the Purchaser, and upon successful completion of testing by the City, shall have the meter installed in the appropriate location in the meter vault. During the period in which any meter is removed, the Purchaser shall not be entitled to receive any water through that connection except in an emergency approved by the Commissioner. The City shall prepare an estimated bill for the water used during any such emergency.

(c) The Purchaser shall be responsible for replacing or repairing any meters that have been in service longer than the American Water Works Association ("A.W.W.A.") limit or whose registration has exceeded A.W.W.A. limits.

(d) All meters supplied by the Purchaser shall meet A.W.W.A. standards and be approved and tested by the City.

(e) The Purchaser shall arrange its water demand in such a manner that the operation of the meters (i) is in accordance with A.W.W.A. standards, and (ii) shall not exceed the maximum rate of flow for the size and type of meter. The Purchaser shall not allow any meter to be operated below the minimum rate of flow standard for such meter.

(f) All removal, installation, testing (other than as provided in the first sentence of subparagraph C(20) (b)) and repairs of meters as provided in this Paragraph C(20) shall be at the expense of the Purchaser.

(21) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the Commissioner for the purpose of billing the Purchaser. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(22) The Purchaser shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system, and the entities served to store twice the annual daily average allocation of water to the Purchaser and the entities furnished water by the Purchaser's water system as authorized by the State of Illinois, Department of Transportation Opinion and Order Number LMO 89-2, as amended from time to time, and any revisions to the allocations. All reservoirs provided by the Purchaser's water system shall be considered in meeting this requirement. The Purchaser's water system is to be operated to utilize the reservoirs in a manner to assure that water is withdrawn from the City's water system as uniformly as possible.

VI. Rates And Discounts.

(23) Charges for water furnished to the Purchaser shall be at such rate or rates as the City shall be legally authorized to charge, said rate or rates being fixed by City ordinance.

(24) The Purchaser shall be entitled to a discount for prompt payment of water bills similar to that allowed to metered customers inside the City.

(25) The Purchaser shall be charged a penalty for late payment of water bills similar to that charged to metered customers inside the City.

(26) Payments to be made by the Purchaser hereunder to the City for water furnished to the Purchaser shall be solely from the revenues (the "Revenues") derived from the operation of the Purchaser's water system. The Purchaser covenants and agrees to charge such rate or rates for the furnishing of water to its customers so that the Revenues shall at all times be sufficient to pay in full all amounts due to the City from the Purchaser hereunder.

(27) 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, receipt requested; or (d) registered or certified mail, return receipt requested.

If To City:

Commissioner of Water
City of Chicago
1000 East Ohio Street
Chicago, Illinois 60611

If To Purchaser:

Water Superintendent
Village of Oak Lawn
5252 Dumke Drive
Oak Lawn, Illinois 60453

Such addresses may be changed by notice to the other party hereto 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 with confirmation of receipt. 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.

In Witness Whereof, The City has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by its Mayor and duly attested by its City Clerk, and the Purchaser has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its President of the Board of Trustees and its Corporate Seal to be hereto affixed, duly attested by its Clerk, all as of the date and year first above written.

City of Chicago, Illinois

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved:

By: _____
Commissioner of Water

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel

Attest:

By: _____
Clerk

Village of Oak Lawn, Illinois

By: _____
President of the Board of Trustees

[Seal]

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE EXEMPTIONS, REFUND OF FEES AND WAIVER OF FEES FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred February 10, 1993, May 4, October 5, November 5, 1994, January 12, February 8, March 9, April 15, May 2 and June 14, 1995, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, refunds of fees and waivers of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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.

Bais Yaakov Hebrew School.

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 Bais Yaakov Hebrew School for construction of new water service from the City of Chicago, on the premises known as 6110 North California 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.

Catholic Archdiocese Of Chicago/Saint Camillus 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 Camillus Church for participation in the Noise Abatement Program Project, on the premises known as 5434 South Lockwood 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.

Circle Urban Ministries.

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 Circle Urban Ministries for renovation of existing structure on premises known as 118 -- 120 North Waller 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.

Deborah's Place.

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 Deborah's Place for rehabilitation of existing structure on the premises known as 1742 North Milwaukee Avenue.

Said building shall be used for not-for-profit and/or 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.

Historic North Pullman.

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 Historic North Pullman for rehabilitation of existing property on the premises known as 819 East 105th 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.

Trilogy, Inc.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Trilogy, Inc. for rehabilitation of existing structure on the premises known as 1400 West Greenleaf Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Day Care Center.

Austin Young Men's Christian Association 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 Day Care License fee (Class I/Code 1584) for the period beginning May 16, 1995 and ending May 15, 1996:

Austin Young Men's Christian Association Preschool
501 North Central Avenue.

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

Lincoln Park Cooperative Nursery.

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 for the period beginning February 16, 1995 and ending February 15, 1996:

Lincoln Park Cooperative Nursery
1753 North Fern Court.

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

Resurrection Medical Center/Resurrection Day Care Center.
(Class I)

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 (Class I/Code 1584) for the period beginning August 16, 1994 and ending August 15, 1995:

Resurrection Medical Center
Resurrection Day Care Center
7435 West Talcott Avenue.

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

Resurrection Medical Center/Resurrection Day Care Center.
(Class II)

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 (Class II/Code 1585) for the period beginning August 16, 1994 and ending August 15, 1995:

Resurrection Medical Center
Resurrection Day Care Center
7435 West Talcott Avenue.

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

South Side Young Men's Christian Association Child Care.

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/Code 1584) for the period of May 16, 1995 through May 15, 1996:

South Side Youth Men's Christian Association Child Care
6330 South Stony Island Avenue.

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

Topsy Turby Nursery -- 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, 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 November 16, 1994 and ending November 15, 1995:

Topsy Turby Nursery -- Kindergarten
723 -- 725 East 75th Street.

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

Topsy Turby Nursery -- Kindergarten.
(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 the payment of the annual Day Care Center License fee for the period of November 16, 1995 through November 15, 1996:

Topsy Turby Nursery -- Kindergarten
723 -- 725 East 75th Street.

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

Wings Preschool, Inc.
(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 Day Care Center License fee for the period beginning November 16, 1993 and ending November 15, 1994:

Wings Preschool, Inc.
6337 West Cornelia Avenue.

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

Wings Preschool, Inc.
(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 Day Care Center License fee (Class I/Code 1584) for the period beginning November 16, 1994 and ending November 15, 1995:

Wings Preschool, Inc.
6337 West Cornelia Avenue.

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

Young Men's Christian Association Of Metropolitan Chicago.

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 Center License fee (Code 1584) for the period beginning May 16, 1995 and ending May 15, 1996:

Young Men's Christian Association of Metropolitan Chicago
3039 East 91st Street.

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

Food Dispenser.

Archdiocese Of Chicago/Food Service Professionals.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following organization (a division of the Archdiocese of Chicago), is hereby exempted from the payment of the annual Food Dispenser License fee (Class III) for a period beginning February 16, 1995 and ending February 15, 1996:

Food Service Professionals
5150 North Northwest Highway.

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

Saint Joseph Hospital And Health Care Center.
(1994 -- 1995)

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following hospital which is not operated for gain but where a charge is made for care of patients, is hereby exempted from the payment of the annual Food Dispenser License fee (Code 1301) for the period of February 16, 1994 through February 15, 1995:

Saint Joseph Hospital and Health Care Center
2900 North Lake Shore Drive.

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

Saint Joseph Hospital And Health Care Center.
(1995 -- 1996)

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following hospital is hereby exempted from the payment of the annual Food Dispenser License fee (Code 1301), for the period beginning February 16, 1995 and ending February 15, 1996:

Saint Joseph Hospital and Health Care Center
2900 North Lake Shore Drive.

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

The Bobby E. Wright Comprehensive Mental Health Center, Inc.

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

SECTION 1. Pursuant to Section 4-76-060 of the Municipal Code of Chicago, the following mental health center shall be exempted from the payment of the annual Food Dispenser License fee, for the period beginning November 16, 1995 and ending November 15, 1996:

The Bobby E. Wright Comprehensive Mental Health Center, Inc.
9 South Kedzie Avenue.

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

Food Purveyor.

Mount Sinai Hospital Medical Center.

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

SECTION 1. Pursuant to Section 4-84-060 of the Municipal Code of Chicago, the following institution is hereby exempted from the payment of the Food Purveyor Retail License fee (Class I/Code 1311), for the period beginning February 16, 1993 and ending February 15, 1994:

Mount Sinai Hospital Medical Center
South California Avenue at West 15th Street.

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

Home.

Selfhelp Home.

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

SECTION 1. Pursuant to Section 4-96-060 of the Municipal Code of the City of Chicago, the following charitable institution is hereby exempted from payment of the annual Home License fees provided therefor in Section 4-96-060 for the years 1994 -- 1995 and 1995 -- 1996:

Selfhelp Home
908 West Argyle Street.

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

Occupancy Placard.

Chicago Historical Society.

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 following not-for-profit society is hereby exempted from the payment of the annual Occupancy Placard fees for twenty public rooms for the year 1995:

Chicago Historical Society
1601 North Clark Street.

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

REFUND OF FEES.

Caissons.

Loyola University Chicago.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $300.00 to Loyola University Chicago representing payment to the Department of Buildings, for three caissons, F5-400016, under the date of January 1994, for their premises located at 25 East Pearson Street.

Day Care.

Sinai Nursery School And Kindergarten.

Ordered, That the City Comptroller is hereby authorized and directed to refund $75.00 paid for an annual license fee for year 1995, charged against the Sinai Nursery School and Kindergarten, 1720 East 54th Street.

Fence.

Northwest Home For The Aged.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $2,976.00 to the Northwest Home for the Aged, 6300 North California Avenue, representing payment of Permit No. 2320341 fee (revised from Permit No. F-2314469) for the placing of a fence in the curb lane in the 6300 block of North California Avenue.

Food Purveyor.

Rogers Park Post Number 108.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $100.00 to the Rogers Park Post No. 108, 6908 North Clark Street, representing payment of the Food Purveyor License fee for the period of November 16, 1994 through November 15, 1995.

WAIVER OF FEES.

Canopy.

Saint Andrew Church.

Ordered, That the Director of the City Department of Revenue waive the Canopy Erection Permit fee for the participants of Saint Andrew Church, 3546 North Paulina Street, for the conduct of their annual summerfest, to be held at 3546 North Paulina Street, August 2 through August 7, 1995, during the hours of:

Friday, 7:00 P.M. to 12:00 Midnight;

Saturday, 5:00 P.M. to 12:00 Midnight; and

Sunday, 4:00 P.M. to 12:00 Midnight.

Food Vendor And Itinerant Merchant.

Saint Andrew Parish Summerfest.

Ordered, That the Director of the City Department of Revenue waive the Food Vendor and Itinerant Merchant Permit fees for the participants in the Saint Andrew Parish Summerfest, 3546 North Paulina Street, to be conducted August 2 through August 7, 1995, during the hours of:

Friday, 7:00 P.M. to 12:00 Midnight;

Saturday, 5:00 P.M. to 12:00 Midnight; and

Sunday, 4:00 P.M. to 12:00 Midnight.

Special Event.

Five Holy Martyrs Church.

Ordered, That the Director of the City Department of Revenue waive the Special Event Food Vendor License fee for each participant in the Five Holy Martyrs Church Festival and Carnival to be conducted on the property located at 4331 South Richmond Street, for the period beginning June 21, 1995 and ending June 25, 1995.

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

The Committee on Finance submitted the following report:

CHICAGO, July 13, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

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

Name And Address	Warrant Number And Type Of Inspection	Amount
Jane Adams Hull House 3212 North Broadway	P1-100891 (Fuel Burn. Equip.)	$196.00
	P1-900470 (Fuel Burn. Equip.)	145.00
Anixter Center for Rehabilitation 2032 North Clybourn Avenue	B1-501459 (Bldg.)	40.00
Galewood Community United Church 1776 North Narragansett Avenue	D7-000091 (Sign)	165.00
Marillac House 212 South Francisco Avenue	A1-501995 (Elev.)	120.00
	F4-501946 (Mech. Vent.)	456.00
Northwesten Memorial Hospital 250 East Superior Street	B3-502806 (Pub. Pl. of Assemb.)	60.00
	B3-503272 (Pub. Pl. of Assemb.)	60.00
Northwestern University Settlement Association 1400 West Augusta Boulevard	(P1-501171) (Fuel Burn. Equip.)	145.00
Norwegian Lutheran Home 2833 North Nordica Avenue	Warrant Number R03229283 A	40.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Resurrection Retirement Home 7262 West Peterson Avenue	C2-500539 (Refrig.)	$380.00
Saint Alphonsus Parish 1429 West Wellington Avenue	Invoice Number 9572008148 (Pollution Control)	30.00
Saint Benedict Church 2215 West Irving Park Road	Invoice Number 95720085076 (Pollution Control)	30.00
Dr. William M. Scholl College of Podiatric Medicine 1001 North Dearborn Street	P1-502046 (Fuel Burn. Equip.)	590.00
Terra Museum of American Art (various locations)	F4-500970 (Mech. Vent.)	100.00
	F4-501488 (Mech. Vent.)	72.00
Young Men's Christian Association of Metropolitan Chicago 3039 East 91st Street	A1-300101 (Elev.)	82.00
	A1-404904 (Elev.)	120.00
	B1-409105 (Bldg.)	200.00
	B3-202381 (Pub. Pl. of Assemb.)	46.00
	B3-202461 (Pub. Pl. of Assemb.)	46.00

AUTHORIZATION FOR INSTALLATION OF ALLEYLIGHTS AT 2016 WEST 69TH STREET.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order presented by Alderman Jones (15th Ward) authorizing the installation of alleylights at 2016 West 69th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Streets and Sanitation, Bureau of Electricity, install alleylights at 2016 West 69th Street to light a high crime area.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY FAITH TEMPLE CHURCH OF GOD IN CHRIST.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance presented by Alderman Streeter (17th Ward) authorizing the reduction in license fees for the employment of ten (10) special police at Faith Temple Church of God in Christ 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 4-280-050 of the Municipal Code of Chicago, the following church employs ten (10) special police and shall pay a fee of $10.00 per license for the year 1995:

Faith Temple Church of God in Christ
7158 South Peoria Street
(Elder William H. Allen, Pastor)

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

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 4235 through 4243 of this Journal.]

(Continued on page 4244)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADE	JAMES	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/09/95	29.00
AGUILERA	DANIEL	POLICE OFFICER	FIFTH DISTRICT	3/14/95	185.00
ALDAY	MARTHA S	POLICE OFFICER	SEVENTEENTH DISTRICT	3/18/95	546.60
ALDRIDGE	JENNIFER	POLICE OFFICER	SEVENTH DISTRICT	1/23/95	30.20
ALLEN	DAVID	POLICE OFFICER	UNKNOWN	3/25/95	182.32
AMEZQUITA	SONIA	POLICE OFFICER	EIGHTH DISTRICT	4/20/95	219.50
ANDREWS	ADAM	POLICE OFFICER	THIRD DISTRICT	4/11/95	456.50
ANDRUZZI	MICHAEL	POLICE OFFICER	NINETEENTH DISTRICT	4/07/94	7570.90
ANGELO	DEAN	POLICE OFFICER	SIXTEENTH DISTRICT	1/18/95	145.02
ARMSTEAD	TRAVIS B	POLICE OFFICER	SEVENTH DISTRICT	4/25/95	204.34
ARMSTRONG	SHERMAN	POLICE OFFICER	FOURTH DISTRICT	4/01/95	335.00
ARMSTRONG	SHERMAN	POLICE OFFICER	FOURTH DISTRICT	4/17/95	393.00
ASHTON	ANITA R	POLICE OFFICER	THIRD DISTRICT	3/18/95	445.20
ASSAF	MAJED	POLICE OFFICER	FOURTEENTH DISTRICT	4/01/95	2890.10
AUSTIN	RITA	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/31/84	975.00
BACH	JAMES N	POLICE OFFICER	YOUTH DIVISION AREA FIVE	10/15/93	60.00
BAIO	ANTONIO M	POLICE OFFICER	ELEVENTH DISTRICT	11/06/94	583.00
BANACH	LOUIS R	POLICE OFFICER	ELEVENTH DISTRICT	3/18/95	45.00
BARRETT	DAVID	POLICE OFFICER	NINTH DISTRICT	2/01/95	1409.00
BATES	TYRONE M	POLICE OFFICER	ELEVENTH DISTRICT	1/05/95	217.00
BECVAR	LANCE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/95	214.10
BERTHA	WILLIAM	POLICE OFFICER	UNKNOWN	3/15/95	105.00
BIEBEL	TERESA I	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/25/95	215.00
BOEHMER	ALLEN J	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/17/95	125.90
BOURNE	HIRAM L	POLICE OFFICER	FIFTEENTH DISTRICT	3/19/94	2351.55
BOWENS	PHILLIP	POLICE OFFICER	SECOND DISTRICT	3/09/95	628.00
BOWERS	LARRY	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	1/13/93	140.00
BRADY	DANA P	POLICE OFFICER	FOURTH DISTRICT	3/22/93	53.00
BRANDENBURGER	CLYDE B	POLICE OFFICER	FOURTH DISTRICT	3/24/95	325.00
BRESNAHAN	JOESPH	POLICE OFFICER	TWELFTH DISTRICT	3/02/95	333.90
BRIGGS	RUSSELL C	POLICE OFFICER	ELEVENTH DISTRICT	12/04/94	160.00
BROGI	ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	3/08/95	407.00
BRUGGER	PAUL R	POLICE OFFICER	THIRTEENTH DISTRICT	4/18/95	4714.67
BUBALO	MILAN M	POLICE OFFICER	RECRUIT TRAINING	3/08/95	2360.00
BULLOCK	RHONDA	POLICE OFFICER	THIRD DISTRICT	2/28/95	412.40
BURSONI	ERNEST	POLICE OFFICER	SIXTEENTH DISTRICT	12/31/94	90.00
CAMPIONE	JACK	POLICE OFFICER	YOUTH DIVISION AREA THREE	3/29/92	20.00
CARDUCCI	SAMUEL S	POLICE OFFICER	SIXTEENTH DISTRICT	4/20/95	22.00
CARGIE	ROBERT F	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	10/13/94	5832.25
CARROLL	MICHAEL P	POLICE OFFICER	SIXTH DISTRICT	12/21/94	90.00
CASEY	LYNN	POLICE OFFICER	TWELFTH DISTRICT	2/08/95	1112.00
CATES	JEANNIE	POLICE OFFICER	SIXTH DISTRICT	3/08/95	135.00
CELANO	BENEDICT	POLICE OFFICER	FIFTEENTH DISTRICT	2/06/95	25.98
CERNY	RICHARD	POLICE OFFICER	SEVENTEENTH DISTRICT	4/09/95	284.40
CHAVEZ	JOHN M	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/17/95	205.80
CHORVATH	KENNETH	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/17/95	212.00
CIKULIN	NICHOLAS	POLICE OFFICER	FOURTH DISTRICT	4/18/95	385.00
CLARK	LAURI	POLICE OFFICER	SIXTEENTH DISTRICT	10/13/94	3140.09
CLAYTON	MAURICE A	POLICE OFFICER	THIRD DISTRICT	9/12/93	470.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
COLLINS-WILLIAMS	ELEANOR D	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	3/15/95	197.32
COLUCCI	ROCCO	POLICE OFFICER	FIFTEENTH DISTRICT	4/07/95	21.00
COLVIN	PATRICK	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/01/95	72.00
COMITO	JAMES	POLICE OFFICER	FIELD INQUIRY SECTION	3/07/95	58.00
CONWAY	THOMAS	POLICE OFFICER	RECRUIT TRAINING	4/30/95	282.72
COUGHLIN	RICHARD P	POLICE OFFICER	NINTH DISTRICT	4/23/95	801.21
CRADICK	EDWARD	POLICE OFFICER	THIRTEENTH DISTRICT	5/25/93	839.25
CRAPIA	ROBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	4/26/95	32.00
CRONK	VIRGINIA	POLICE OFFICER	UNKNOWN	1/03/95	646.00
CROBBY JR.	GEORGE E	POLICE OFFICER	THIRD DISTRICT	3/26/95	64.00
CROSS	LENWOOD	POLICE OFFICER	SEVENTH DISTRICT	3/25/95	707.57
CROSS	LENWOOD	POLICE OFFICER	SEVENTH DISTRICT	4/15/95	850.00
CRUZ	JOSE A	POLICE OFFICER	THIRTEENTH DISTRICT	4/07/95	270.00
CULVER	RALPH	POLICE OFFICER	NINETEENTH DISTRICT	3/23/95	60.00
CYMBALISTY	EDWARD	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	1/23/95	55.00
DALTO	ALYCE M	POLICE OFFICER	EIGHTH DISTRICT	2/24/85	909.75
DAY	SAMIRAH	POLICE OFFICER	FOURTH DISTRICT	7/01/92	50.00
DECOLIGNY	MICHAEL	POLICE OFFICER	TWELFTH DISTRICT	4/24/94	455.82
DELEON	DIANE	POLICE OFFICER	FOURTEENTH DISTRICT	3/31/95	207.80
DELOPEZ	JOSEPH	POLICE OFFICER	TRAINING DIVISION	3/11/95	355.50
DIXON	CONNIE M	POLICE OFFICER	SIXTH DISTRICT	10/16/94	45.00
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/88	4507.32
DOUGHERTY	JOHN E	POLICE OFFICER	SIXTH DISTRICT	8/24/94	667.60
EAGLIN	JAMES H	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/01/94	33.00
EPICH	KEN R	POLICE OFFICER	NARCOTICS SECTION	3/27/95	317.39
ESPOSITO	RONALD L	POLICE OFFICER	UNKNOWN	3/01/95	1380.00
EVANS	YVETTE L	POLICE OFFICER	SECOND DISTRICT	3/21/95	105.00
FELTMAN	DAVID F	POLICE OFFICER	SECOND DISTRICT	1/06/95	189.00
FENCL	MATTHEW R.	POLICE OFFICER	ELEVENTH DISTRICT	4/29/95	175.59
FENNER	HARRY	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	6/22/94	4174.00
FERET	KEVIN ROBERT	POLICE OFFICER	SEVENTH DISTRICT	1/03/95	128.50
FERNANDEZ	JOSE	POLICE OFFICER	TENTH DISTRICT	1/14/95	260.00
FEY	LAUREEN F	POLICE OFFICER	SEVENTH DISTRICT	1/21/95	50.17
FIDUCCIA	JAMES	POLICE OFFICER	RECRUIT TRAINING	3/25/95	728.65
FINNELLY	THOMAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/28/95	32.00
FINNIGAN	JEROME A	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/28/95	66.00
FIRFER	DANI B	POLICE OFFICER	TWENTIETH DISTRICT	12/02/94	412.60
FLORES	JUAN	POLICE OFFICER	THIRTEENTH DISTRICT	1/18/95	439.25
FLYNN	EDWARD	POLICE OFFICER	NINETEENTH DISTRICT	3/23/95	441.00
GADOMSKI	RAYMOND A	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/05/95	45.00
GAMBLE	LORENDA	POLICE OFFICER	SEVENTEENTH DISTRICT	6/12/94	17.50
GARCIA	DAVID	POLICE OFFICER	RECRUIT TRAINING	3/01/95	111.00
GARRIDO	JOHN A	POLICE OFFICER	SEVENTEENTH DISTRICT	1/17/95	743.78
GARRITY	MARTIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/01/95	789.80
GAVIN	JAMES	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/12/95	208.77
GEORGE	MARK A	POLICE OFFICER	SEVENTEENTH DISTRICT	1/11/95	119.70
GLYNN	CHARLES	POLICE OFFICER	THIRTEENTH DISTRICT	2/28/95	194.00
GOC	TIMOTHY	POLICE OFFICER	TWELFTH DISTRICT	10/08/94	74.00
GODBEL	DANIEL J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/28/95	92.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GODUTO	LEONARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/26/95	27.00
GOFF	FRANK G	POLICE OFFICER	UNKNOWN	3/30/95	114.00
GOLUBIAK	DAVID	POLICE OFFICER	DETECTIVE DIV AREA 1 ADMINISTR	1/22/95	60.00
GOMEZ	MIGUEL A	POLICE OFFICER	THIRTEENTH DISTRICT	1/13/95	164.35
GONZALEZ	JORGE	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/31/95	386.50
GOULD	TIMOTHY	POLICE OFFICER	FIFTH DISTRICT	1/08/95	174.50
GRADLE	GARY	POLICE OFFICER	FOURTH DISTRICT	3/20/95	669.00
GRANDY	KENNETH L	POLICE OFFICER	TWENTIETH DISTRICT	3/18/95	5660.30
GRAU	CARMEN L	POLICE OFFICER	TWELFTH DISTRICT	7/19/90	196.00
GRAVES	ROBERT J	POLICE OFFICER	NINETEENTH DISTRICT	3/18/95	548.00
GRIFFIN	JAMES L	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/23/93	6071.40
GRZYB	DIANE K	POLICE OFFICER	FIFTH DISTRICT	3/05/95	60.39
GUDGALIS	THOMAS W	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	1/30/95	95.00
GUERRIERI	VICTOR	POLICE OFFICER	FIFTEENTH DISTRICT	9/06/94	17730.06
GUTIERREZ	DANIEL	POLICE OFFICER	ELEVENTH DISTRICT	3/31/95	157.00
GUTIERREZ	RICKY A	POLICE OFFICER	TWELFTH DISTRICT	1/28/95	360.00
HAGGARD	JAMES P	POLICE OFFICER	EIGHTEENTH DISTRICT	1/10/95	72.00
HALEEM	ALI Y	POLICE OFFICER	EIGHTH DISTRICT	3/20/95	292.39
HALLORAN	JOHN J	POLICE OFFICER	DETECTIVE DIV AREA 1 ADMINISTR	2/09/95	23.00
HAMPTON	PATRICIA	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/16/95	197.00
HANSON	JAMES B	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/07/95	60.00
HARB	ARTHUR	POLICE OFFICER	RECRUIT TRAINING	1/15/94	176.75
HARB	ARTHUR	POLICE OFFICER	RECRUIT TRAINING	3/09/95	344.90
HARRIS	JOSEPH E	POLICE OFFICER	FIFTH DISTRICT	3/02/94	1836.10
HARTIGAN	NANCY	POLICE OFFICER	SEVENTEENTH DISTRICT	6/01/94	1168.40
HATTENBERGER	CHRISTIAN	POLICE OFFICER	RECRUIT TRAINING	3/06/95	60.39
HEAGNEY	JOHN E	POLICE OFFICER	EIGHTEENTH DISTRICT	3/10/95	1160.87
HEARN	MATTHEW	POLICE OFFICER	TWENTIETH DISTRICT	1/23/95	104.00
HEIMANN	SCOT L	POLICE OFFICER	SIXTH DISTRICT	11/28/93	81.90
HERNANDEZ	DAVID H	POLICE OFFICER	THIRTEENTH DISTRICT	1/16/95	168.75
HORTON	YOLANDA	POLICE OFFICER	THIRD DISTRICT	1/06/95	384.50
HUSSEY	JOHN	POLICE OFFICER	SEVENTEENTH DISTRICT	3/24/95	126.00
JACKOWIAK	DAVID A	POLICE OFFICER	TWENTIETH DISTRICT	3/04/95	278.61
JACKSON	EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	6157.71
JACKSON	ELOISE	POLICE OFFICER	FIFTEENTH DISTRICT	3/28/95	365.22
JACKSON	TALMITCH	POLICE OFFICER	THIRD DISTRICT	9/10/94	19981.13
JACKSON	WILLIAM	POLICE OFFICER	SECOND DISTRICT	1/24/95	75.00
JACKSON	WILLIAM	POLICE OFFICER	SECOND DISTRICT	3/25/95	457.80
JAMES	RUFUS	POLICE OFFICER	FOURTH DISTRICT	3/20/95	597.00
JANKA	STEVE J	POLICE OFFICER	TWENTIETH DISTRICT	4/21/95	2633.84
JELENIEWSKI	MARY	POLICE OFFICER	SIXTH DISTRICT	2/13/95	316.00
JENKINS	RONALD	POLICE OFFICER	SIXTH DISTRICT	12/20/94	1191.13
JOHNSON	DAVID	POLICE OFFICER	FOURTEENTH DISTRICT	3/08/95	517.60
JOHNSON	JOELLYN E	POLICE OFFICER	DETECTIVE DIV AREA 1 ADMINISTR	2/02/95	306.00
JOHNSON	RICHARD T	POLICE OFFICER	FOURTH DISTRICT	9/19/94	850.00
KALBFELL	ROBERT C	POLICE OFFICER	SIXTEENTH DISTRICT	1/15/95	27.00
KANIA	DAVID	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/10/95	1136.44
KARWOWSKI	RICHARD A	POLICE OFFICER	THIRTEENTH DISTRICT	1/17/95	186.00
KIERAS	ALAN E	POLICE OFFICER	OHARE SECURITY	6/13/83	91.75

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KIM	HAN S	POLICE OFFICER	RECRUIT TRAINING	3/29/95	658.37
KOENIGSHOFER	COLLEEN	POLICE OFFICER	EIGHTH DISTRICT	7/08/94	1160.00
KOZENKO	MICHAEL	POLICE OFFICER	SEVENTH DISTRICT	1/02/95	376.00
KUBIK	JAMES	POLICE OFFICER	NINTH DISTRICT	1/11/95	255.00
KULAK	ROBERT J	POLICE OFFICER	NINTH DISTRICT	1/09/95	182.32
LARSON	DENNIS W	POLICE OFFICER	THIRTEENTH DISTRICT	1/04/95	405.85
LAVOY	JAMES A	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/29/95	29.39
LEAHY	DANIEL	POLICE OFFICER	TWELFTH DISTRICT	7/15/94	188.00
LEODORO	MICHAEL J	POLICE OFFICER	EIGHTH DISTRICT	11/17/94	3284.50
LEWIS	KIMBERLY	POLICE OFFICER	FIFTEENTH DISTRICT	3/10/95	391.43
LEWIS	LYLE R	POLICE OFFICER	UNKNOWN	1/22/93	42.00
LIGHTFORD-DRAPER	MAMIE F	POLICE OFFICER	NINETEENTH DISTRICT	3/18/95	75.81
LINDEMAN	ROBERT J	POLICE OFFICER	ENFORCEMENT SECTION	1/16/95	361.39
LISKA	DENICE M	POLICE OFFICER	ELEVENTH DISTRICT	10/12/90	1813.00
LISKA	DENICE M	POLICE OFFICER	FIRST DISTRICT	8/20/93	2757.40
LITTLETON	CALDWELL E	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	1/24/95	546.00
LOPRESTI	MICHAEL	POLICE OFFICER	NINETEENTH DISTRICT	3/19/95	114.00
LUKE	JERRY	POLICE OFFICER	TWENTIETH DISTRICT	8/09/94	350.00
MACK	ANDREW	POLICE OFFICER	FIFTEENTH DISTRICT	1/16/95	272.00
MALDONADO	DEANNA	POLICE OFFICER	NARCOTICS SECTION	3/02/95	389.90
MANLEY	MICHELE	POLICE OFFICER	UNKNOWN	10/01/92	55.00
MARKHAM	MARYANN	POLICE OFFICER	TWELFTH DISTRICT	12/17/94	80.00
MARSH	JAMES	POLICE OFFICER	TRAINING DIVISION	3/30/95	850.00
MARSHALL	GEORGE G	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/01/95	270.00
MATHIS	DOLORES	POLICE OFFICER	FIFTH DISTRICT	3/03/95	333.00
MCCOY	VERNETTA	POLICE OFFICER	SECOND DISTRICT	2/20/95	160.00
MCCULLOUGH	ROBERT C	POLICE OFFICER	FIRST DISTRICT	3/04/95	85.00
MCDERMOTT	MICHAEL J	POLICE OFFICER	FOURTEENTH DISTRICT	3/04/95	112.89
MCELRATH	DENOGYA B	POLICE OFFICER	SIXTH DISTRICT	3/20/95	495.00
MCGOVERN	JAMES I	POLICE OFFICER	EIGHTEENTH DISTRICT	3/26/95	638.99
MCMILLAN	HOWARD H	POLICE OFFICER	THIRD DISTRICT	7/31/94	1180.00
MERCADO	WILFRED	POLICE OFFICER	UNKNOWN	9/22/94	236.33
MICHALSKI	HENRY	POLICE OFFICER	EIGHTH DISTRICT	3/31/95	55.00
MILDICE	JOHN J	POLICE OFFICER	FIFTH DISTRICT	1/21/95	1923.00
MILOT	RYAN A	POLICE OFFICER	SECOND DISTRICT	1/03/95	135.00
MOSS	HARLON K	POLICE OFFICER	SIXTH DISTRICT	11/26/94	1700.00
MULLANE	KEVIN T	POLICE OFFICER	RECRUIT TRAINING	3/09/95	140.81
MURRIN	STEPHEN T	POLICE OFFICER	FIFTEENTH DISTRICT	3/02/95	222.16
MYRON	KEVIN	POLICE OFFICER	THIRTEENTH DISTRICT	3/05/95	461.90
NASH	SANDY L	POLICE OFFICER	CENTRAL DETENTION SECTION	1/11/90	50.00
NASH	THOMAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/25/93	4316.00
NEELEY	BRYANT M	POLICE OFFICER	SEVENTH DISTRICT	1/20/95	828.00
NEJA	WILLIAM	POLICE OFFICER	FIFTEENTH DISTRICT	3/02/95	221.00
NELSON	MICHAEL	POLICE OFFICER	SIXTH DISTRICT	3/31/95	225.00
NICKLES	SCOTT R	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/01/95	140.00
NOLAN-OMALLEY	KATHLEEN A	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/03/93	1474.50
NOVAK	ROBERT D	POLICE OFFICER	FOURTH DISTRICT	10/13/94	3410.00
NOWAK	PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	220.80
NOWAKOWSKI	AUDREY P	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/11/93	434.58

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NUNEZ	JESUS A	POLICE OFFICER	ELEVENTH DISTRICT	3/14/94	2314.00
NYHAN	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	2/02/95	105.00
OCONNELL	ROBERT D	POLICE OFFICER	FIFTH DISTRICT	3/04/95	90.00
ODONNELL	PAUL R	POLICE OFFICER	EIGHTEENTH DISTRICT	1/22/95	672.00
ODUM	THERESA	POLICE OFFICER	SEVENTH DISTRICT	1/01/95	850.00
OGLETREE	WILLIAM F	POLICE OFFICER	SECOND DISTRICT	3/07/95	331.00
OHARA	JAMES	POLICE OFFICER	NINTH DISTRICT	1/07/95	215.00
OLIVER	ANYHONY J	POLICE OFFICER	RECRUIT TRAINING	3/28/95	126.00
OLSZEWSKI	RONALD	POLICE OFFICER	EIGHTH DISTRICT	1/05/95	60.00
ORYAN	JOHN	POLICE OFFICER	TENTH DISTRICT	8/16/93	622.00
PARKER	JEAN	POLICE OFFICER	SIXTH DISTRICT	3/31/95	477.75
PEARSON	BRUCE W	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/07/94	256.00
PECK	RICHARD E	POLICE OFFICER	NARCOTICS SECTION	10/05/94	270.00
PEETE	HAROLD	POLICE OFFICER	ELEVENTH DISTRICT	4/27/95	311.59
PELLONARI	RONALD E	POLICE OFFICER	FOURTEENTH DISTRICT	3/09/95	276.75
PERRY	KENNETH G	POLICE OFFICER	THIRD DISTRICT	10/13/93	50.00
PHILLIPS	SAMELLA	POLICE OFFICER	TWENTIETH DISTRICT	10/03/92	11.00
PIERCE	TERRENCE	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/02/95	372.50
PIERZCHALSKI	MARYANN	POLICE OFFICER	THIRD DISTRICT	3/11/95	65.00
PIETROWSKI	ROBERT M	POLICE OFFICER	NARCOTICS SECTION	2/11/95	278.85
PIKULA	DAVID A	POLICE OFFICER	SEVENTH DISTRICT	2/04/95	850.00
PINZON	CESAR A	POLICE OFFICER	FOURTEENTH DISTRICT	1/23/95	64.00
PIPER	PETER J	POLICE OFFICER	TWENTIETH DISTRICT	2/18/95	109.17
POLLACK	KENNETH R	POLICE OFFICER	FIRST DISTRICT	6/04/93	7.44
POLLARD	JIMMIE L	POLICE OFFICER	UNKNOWN	1/24/95	155.00
POOLER	KRISTI	POLICE OFFICER	RECRUIT TRAINING	11/27/94	105.00
PUTROW	MARY E	POLICE OFFICER	TWELFTH DISTRICT	3/02/95	458.00
PYRZYNSKI	MICHAEL	POLICE OFFICER	UNKNOWN	3/25/95	287.32
RAMIREZ	ARNULFO	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/24/94	212.32
RAMUNDO	ANGELO P	POLICE OFFICER	TENTH DISTRICT	3/12/95	798.90
REID	ROBERT G	POLICE OFFICER	EIGHTEENTH DISTRICT	1/17/95	240.00
REID	ROBERT G	POLICE OFFICER	EIGHTEENTH DISTRICT	3/19/95	186.27
RICE	MARY ANN	POLICE OFFICER	VICE CONTROL SECTION	8/30/93	338.96
RICHARDS	EDWARD J	POLICE OFFICER	EIGHTH DISTRICT	3/03/95	406.96
RICHARDS	MARK	POLICE OFFICER	PARKING ENFORCEMENT UNIT	11/22/94	57.00
RICHARDSON	EDWARD J	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/18/95	478.00
RIESCHE	WILLIAM	POLICE OFFICER	SEVENTEENTH DISTRICT	12/03/94	115.20
RIESS	LINDA J	POLICE OFFICER	SEVENTEENTH DISTRICT	5/30/94	784.50
RILEY	PATRICK G	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/08/95	182.32
RIVERA	DANIEL W	POLICE OFFICER	SEVENTEENTH DISTRICT	2/23/95	179.73
RIVERA	NORBERT A	POLICE OFFICER	FOURTEENTH DISTRICT	2/03/95	435.57
RIZLERIS	ALBIN	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/13/95	266.00
ROCHOWICZ	RICHARD A	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/17/95	105.00
RODRIGUEZ	JESSE	POLICE OFFICER	TWELFTH DISTRICT	7/06/90	3090.40
RODRIGUEZ	MICHAEL A	POLICE OFFICER	THIRTEENTH DISTRICT	3/23/95	142.75
RODRIGUEZ	NORBERTO	POLICE OFFICER	ELEVENTH DISTRICT	2/10/95	438.39
RODRIGUEZ-SISLER	SOCORRO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/02/95	250.00
RODRIGUEZ	JOSE A	POLICE OFFICER	FOURTEENTH DISTRICT	1/11/95	101.70
ROKOS	RONALD	POLICE OFFICER	EIGHTEENTH DISTRICT	2/08/95	2592.41

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RUSSELL	ROBBIE	POLICE OFFICER	SIXTH DISTRICT	9/09/93	455.00
RYAN	LAWRENCE Q	POLICE OFFICER	SEVENTEENTH DISTRICT	1/20/95	105.00
RYCRAW	CHERYL L	POLICE OFFICER	SIXTH DISTRICT	1/30/95	250.00
RZODKIEWICZ	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	3/02/95	72.00
SACCENTE	PHILLIP J	POLICE OFFICER	SEVENTEENTH DISTRICT	10/11/94	1345.00
SALUSTRO	LINDA F	POLICE OFFICER	TWENTIETH DISTRICT	2/02/95	820.44
SALVATORE	CHARLES W	POLICE OFFICER	EIGHTH DISTRICT	6/18/94	10.00
SAMUEL	MIKIE E	POLICE OFFICER	THIRD DISTRICT	11/01/94	182.00
SAMUELS	KATHY F	POLICE OFFICER	RECRUIT TRAINING	12/01/92	226.00
SANABRIA	RICHARD F	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/02/95	113.00
SANCHEZ	ALEJANDRO	POLICE OFFICER	NINTH DISTRICT	1/31/95	31.00
SANDERS	ERIC	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/17/94	115.00
SASSO	KATHRYN	POLICE OFFICER	EIGHTEENTH DISTRICT	12/29/94	195.00
SCANLAN	KATHLEEN E	POLICE OFFICER	NINETEENTH DISTRICT	12/14/94	160.00
SCHAEDEL	DANIEL	POLICE OFFICER	RECRUIT TRAINING	3/29/95	103.95
SCHERER	SANDRA	POLICE OFFICER	FIFTEENTH DISTRICT	3/24/95	551.55
SCORNAVACCO	MICHAEL J	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	8/31/94	643.32
SEGAL	MARY K	POLICE OFFICER	ELEVENTH DISTRICT	3/14/95	232.00
SERSHEN	JOHN D	POLICE OFFICER	TWENTIETH DISTRICT	2/02/95	749.18
SHORTER	BOYSIE	POLICE OFFICER	FIFTH DISTRICT	8/06/94	2855.00
SILAS JR	NATHAN E	POLICE OFFICER	THIRD DISTRICT	10/24/93	1703.30
SKOLL	PATRICIA	POLICE OFFICER	DETECTIVE DIV AREA 1 ADMINISTR	3/20/95	105.00
SLAUGHTER JR	HERMAN E	POLICE OFFICER	SIXTH DISTRICT	3/29/95	175.00
SMITH	ROBERT	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	1/06/95	60.39
SMITKA	ROBERT M	POLICE OFFICER	NARCOTICS SECTION	11/28/94	1690.00
SOTI	SCOTT P.	POLICE OFFICER	TWELFTH DISTRICT	12/24/94	320.00
SPECHT-CAPASSO	SANDRA	POLICE OFFICER	FIFTEENTH DISTRICT	2/12/95	17.00
SPENCER	EDDIE	POLICE OFFICER	SIXTH DISTRICT	12/09/94	8945.62
STAGGERS	ALVIN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	3/29/95	300.00
STARK	JAMES	POLICE OFFICER	FIFTH DISTRICT	3/27/95	22.00
STORY	STEVE R	POLICE OFFICER	SEVENTEENTH DISTRICT	2/11/95	395.55
STRAKA	SCOTT	POLICE OFFICER	FIFTH DISTRICT	3/12/95	148.00
STRANSKI	THOMAS Q	POLICE OFFICER	FOURTEENTH DISTRICT	2/02/95	499.91
STRZEPEK	STEVE	POLICE OFFICER	TWENTIETH DISTRICT	2/03/95	214.80
SWEENEY	PAUL	POLICE OFFICER	NINETEENTH DISTRICT	3/23/95	60.00
TAMEZ	JORGE	POLICE OFFICER	TENTH DISTRICT	2/10/95	99.45
TAYLOR	RENDELLA D	POLICE OFFICER	UNKNOWN	3/20/95	464.32
THIEL	ALAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/24/95	353.00
TRANCHITA	ANDREW	POLICE OFFICER	FOURTEENTH DISTRICT	2/08/95	637.60
VALENTINO	MICHAEL Q	POLICE OFFICER	FOURTEENTH DISTRICT	1/21/95	723.59
VARGAS	FIDEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/24/94	122.32
VOIGHT	WILLIAM M	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/15/95	197.32
WALLACE	LAWRENCE	POLICE OFFICER	THIRD DISTRICT	11/23/94	2368.10
WARE	AUSTIN	POLICE OFFICER	UNKNOWN	11/18/94	3530.00
WARREN	HAROLD E	POLICE OFFICER	FOURTH DISTRICT	11/14/94	2309.84
WATSON-WILLIAMS	ESTHER S	POLICE OFFICER	FIFTH DISTRICT	2/10/95	357.00
WATTS	VAN	POLICE OFFICER	THIRD DISTRICT	3/27/95	181.80
WEEMS	DANIEL J	POLICE OFFICER	FIFTEENTH DISTRICT	3/20/95	35.00
WENSERITT	TODD	POLICE OFFICER	NINETEENTH DISTRICT	3/27/95	60.39

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WESTON	ROBERT A	POLICE OFFICER	EIGHTEENTH DISTRICT	2/10/95	975.00
WHITE	EDNA E	POLICE OFFICER	THIRD DISTRICT	2/06/95	172.50
WHITE-SENYARD	MICHELE M	POLICE OFFICER	SEVENTH DISTRICT	3/16/95	211.39
WHITEHEAD	WILLIE	POLICE OFFICER	SIXTH DISTRICT	3/28/95	1630.00
WIESINGER	MAJA	POLICE OFFICER	TWENTIETH DISTRICT	3/05/95	314.10
WILLIAMS	TRACY Q	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/03/95	32.00
WILLIS	MAURICE	POLICE OFFICER	THIRD DISTRICT	1/23/95	1301.80
WITNEY	RICHARD H	POLICE OFFICER	THIRTEENTH DISTRICT	3/13/95	297.45
WOLFE	RICHARD	POLICE OFFICER	NINTH DISTRICT	4/25/94	210.00
WORTHAM	BERNARD	POLICE OFFICER	THIRD DISTRICT	3/29/95	212.44
ZELIG	DAVID J	POLICE OFFICER	FIFTEENTH DISTRICT	2/23/95	21.00
ZUREK	GREGORY	POLICE OFFICER	THIRTEENTH DISTRICT	2/07/95	437.35
ALLEN	ANDRE	FIREFIGHTER	TRUCK 33	4/14/95	419.39
ANDRADE	MARK	FIREFIGHTER	ENGINE COMPANY 7	1/31/95	32.00
APPELHANS	STEPHEN	FIREFIGHTER	TRUCK 28	4/05/95	108.00
BAINS	CURTIS	FIREFIGHTER	ENGINE COMPANY 73	8/23/94	238.00
BEARD	LISA	PARAMEDIC	AMBULANCE 23	4/25/95	397.43
BECTON	WALTER	FIREFIGHTER	TRUCK 42	3/15/95	6179.56
BEDFORD	WILLIE L	FIREFIGHTER	ENGINE COMPANY 115	3/21/95	125.00
BLACKAMORE	DWAYNE	PARAMEDIC	UNKNOWN	3/23/95	214.00
BLACKAMORE	DWAYNE	PARAMEDIC	UNKNOWN	2/07/95	216.20
BOMBENGER	THOMAS	LIEUTENANT	ENGINE COMPANY 121	10/27/85	55.00
BOYLE	JOHN T	LIEUTENANT	ENGINE COMPANY 91	11/12/94	363.19
BUCKLEY	JAMES	CAPTAIN	TRUCK 36	1/24/95	188.00
BURKE	MEGHAN	PARAMEDIC	UNKNOWN	4/02/95	418.00
CALZAVARA	LIBERO	ENGINEER	ENGINE COMPANY 118	2/08/95	65.00
CAMPBELL	WILLIAM	LIEUTENANT	TRUCK 61	4/04/95	163.38
CARONE	FRANK	FIREFIGHTER	SQUAD 4	3/23/95	65.00
CARROLL	JOSEPH	LIEUTENANT	DISTRICT RELIEF 5	3/17/95	331.50
CHAVARRIA	GARY	FIREFIGHTER	ENGINE COMPANY 83	2/28/95	467.57
CHERRY	ROY	FIREFIGHTER	UNKNOWN	9/11/94	1830.00
CHRISTIANEL	CHRIS	FIREFIGHTER	TRUCK 34	4/07/95	101.90
COFFMAN	JOHN	FIREFIGHTER	TRUCK 27	8/06/94	389.70
COX	LEO J	CAPTAIN	DISTRICT RELIEF 2	7/15/93	77.00
COX-BEY	RAMESES	ENGINEER	ENGINE COMPANY 72	3/18/95	60.39
CRAVEN	JEROME	ENGINEER	REPAIR SHOP	3/14/95	82.00
CRONIN	JOHN	FIREFIGHTER	ENGINE COMPANY 72	3/07/95	462.10
CURTIS	QUENTION	FIREFIGHTER	SQUAD 1	3/19/95	198.00
DANIELAK	JOSEPH	PARAMEDIC	UNKNOWN	3/02/95	32.00
DEAN	ROY	FIREFIGHTER	TRUCK 14	3/01/95	19.03
DECAUSSIN	MARIA	FIREFIGHTER	ENGINE COMPANY 14	2/18/95	95.00
DEYONGE	MICHAEL	FIREFIGHTER	ENGINE COMPANY 79	10/12/86	180.00
DIANA	KENNETH	FIREFIGHTER	ENGINE COMPANY 122	10/23/94	1002.00
FEREK	STEVE L	FIREFIGHTER	ENGINE COMPANY 98	3/14/95	119.00
FERNANDEZ	ROBERT	FIREFIGHTER	TRUCK 32	10/31/94	180.00
FINN	JOHN P	LIEUTENANT	TRUCK 15	8/14/93	76.50
FISCHL	JACK	CAPTAIN	TRUCK 40	6/27/90	80.00
FLETCHER	ALEXANDER	ENGINEER	ENGINE COMPANY 107	3/17/95	625.69
FLORES	CARMELO	FIREFIGHTER	ENGINE COMPANY 112	3/24/95	504.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GAVIN	TERRENCE	FIREFIGHTER	ENGINE COMPANY 110	3/08/95	327.83
GAYDA	WAYNE	FIREFIGHTER	TRUCK 32	10/21/94	160.00
GIBLIN	CATHERINE	PARAMEDIC	AMBULANCE 21	3/29/95	196.39
GIUFFRE	PHILIP	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	10/26/94	200.00
GOBAC	MATTHEW	FIREFIGHTER	UNKNOWN	10/26/94	26.00
GORDON	MICHAEL	CAPTAIN	ENGINE COMPANY 109	10/21/94	80.00
GRIFFIN	DENNIS	LIEUTENANT	ENGINE COMPANY 106	5/23/91	471.50
GURRISTER	JOHN	ENGINEER	ENGINE COMPANY 88	4/18/94	156.00
GUSS	EDWARD	PARAMEDIC	AMBULANCE 3	2/24/95	150.00
GUTTILLO	PAUL	FIREFIGHTER	ENGINE COMPANY 98	3/15/95	276.00
HAIN	ROGER	FIREFIGHTER	ENGINE COMPANY 56	9/26/93	50.00
HALLORAN	DANIEL	FIREFIGHTER	TRUCK 29	2/11/92	90.00
HARRINGTON	MICHAEL	ENGINEER	EMS DISTRICT 4 HEADQUARTERS &	7/25/91	92.81
HAUSER	ROY	FIREFIGHTER	TRUCK 31	5/04/84	27.00
HOCK	CHARLES	FIREFIGHTER	SNORKEL SQUAD 3	10/31/94	25.00
HOEH	JOHN	PARAMEDIC	UNKNOWN	10/08/94	1410.00
HOOKER	MICHAEL	LIEUTENANT	DISTRICT RELIEF 6	7/13/88	1114.00
HOOKER	MICHAEL	LIEUTENANT	DISTRICT RELIEF 6	4/08/88	256.50
HOSHELL	JEFFREY	FIREFIGHTER	TRUCK 44	1/25/95	56.00
JAKUBEC	JOHN	FIREFIGHTER	TRUCK 18	2/05/95	333.40
JOHNSON	JANICE	FIREFIGHTER	TRUCK 42	8/05/93	205.00
JOHNSON	MICHAEL R	PARAMEDIC	AMBULANCE 20	9/08/94	1339.00
JUGOVICH	RONALD	FIREFIGHTER	ENGINE COMPANY 121	10/09/94	230.00
KEENAN	GREGORY	FIREFIGHTER	TRUCK 22	2/27/95	759.76
KENNEDY	JOHN	PARAMEDIC	AMBULANCE 38	9/18/93	342.90
KING	JEFFERY	PARAMEDIC	AMBULANCE 48	3/19/95	125.39
KISH	JOSEPH	FIREFIGHTER	SQUAD 2	1/24/95	65.00
KOSMOSKI	KENNETH	PARAMEDIC	AMBULANCE 44	12/11/94	5058.00
KOVATS	WILLIAM	PARAMEDIC	AMBULANCE 8	2/28/95	60.39
LOPEZ	MICHAEL	PARAMEDIC	AMBULANCE 41	3/06/95	85.00
LUKACS	HENRY	PARAMEDIC	AMBULANCE 3	3/16/95	325.40
LUNZ	THOMAS	FIREFIGHTER	ENGINE COMPANY 38	11/28/87	2499.00
MALLOY	JOHN	FIREFIGHTER	ENGINE COMPANY 32	3/06/95	493.00
MARTIN	BROOKIE	FIREFIGHTER	ENGINE COMPANY 97	2/07/95	925.00
MCGOVERN	KEVIN	FIREFIGHTER	ENGINE COMPANY 60	3/07/95	598.20
MCGURY	RAYMOND	FIREFIGHTER	UNKNOWN	6/21/93	424.00
MCINNIS	MICHELLE	PARAMEDIC	UNKNOWN	2/09/95	562.12
MCKINNIS	MICHAEL	PARAMEDIC	AMBULANCE 14	6/04/94	295.20
MCNAMARA	WILLIAM	LIEUTENANT	SQUAD 3	2/19/88	1663.50
MEDINA	JORGE	PARAMEDIC	AMBULANCE 6	3/13/95	794.00
MUENTES	FABIAN	PARAMEDIC	AMBULANCE 15	3/29/95	99.00
MULLENHOFF	ALFRED	PARAMEDIC	AMBULANCE 27	1/27/94	890.00
MUNIZZI	THOMAS	FIREFIGHTER	TRUCK 20	1/18/95	600.50
OBANNON	MARK	CAPTAIN	TRUCK 24	1/12/95	200.00
OBRIEN	LAWRENCE	FIREFIGHTER	ENGINE COMPANY 77	2/08/95	7.31
OMALLEY	KEVIN	FIREFIGHTER	ENGINE COMPANY 116	12/31/94	604.85
PARKER	JOHNNY	LIEUTENANT	ENGINE COMPANY 73	8/16/94	105.00
PARKER	JOHNNY	CAPTAIN	ENGINE COMPANY 73	3/17/95	2909.00
PLUTA	JOHN	PARAMEDIC	AMBULANCE 35	9/04/89	33.20

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/95

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PORTER	JEFF	FIREFIGHTER	TRUCK 36	9/01/94	8563.52
POTESAK	WAYNE	ENGINEER	UNKNOWN	7/24/92	80.00
PRICE	JAMES	FIREFIGHTER	TRUCK 44	10/05/92	39.00
PRINZ	JOHN	FIREFIGHTER	ENGINE COMPANY 80	12/01/94	1400.00
QUINN	WILLIAM	LIEUTENANT	ENGINE COMPANY 45	11/11/93	361.80
RAWSKI	MATTIE	FIREFIGHTER	UNKNOWN	12/15/94	605.72
RAY	ERNEST	FIREFIGHTER	TRUCK 32	2/24/95	484.00
RENTAS	GEORGE	PARAMEDIC	UNKNOWN	2/26/95	533.25
RICHTER	DANIEL	FIREFIGHTER	UNKNOWN	3/18/95	35.00
ROBERTS	DANNY H	FIREFIGHTER	UNKNOWN	1/10/95	1704.00
ROBINSON	JOYCE	PARAMEDIC	AMBULANCE 15	6/08/94	1658.00
ROSA	ANNA M	PARAMEDIC	AMBULANCE 45	2/23/95	142.00
ROSARIO	JOSE	FIREFIGHTER	ENGINE COMPANY 34	3/11/95	369.59
SCHLUETER	ALLEN	CAPTAIN	ENGINE COMPANY 43	9/13/94	300.00
SCHMITT	PAUL	LIEUTENANT	ENGINE COMPANY 112	2/05/95	841.16
SCHOENECKER	MICHAEL	LIEUTENANT	UNKNOWN	1/08/95	131.00
SHERIDAN	JAMES M	CAPTAIN	ENGINE COMPANY 71	3/11/95	21.50
SHERMAN-RIVERA	RALPH	PARAMEDIC	UNKNOWN	1/03/95	186.55
SMANDRA	MICHAEL	LIEUTENANT	ENGINE COMPANY 95	3/18/95	94.00
SOPKO	ANDREW	FIREFIGHTER	TRUCK 28	3/11/95	172.99
STEINER	WILLIAM	PARAMEDIC	AMBULANCE 47	12/09/94	29.00
STOKES	TIMOTHY	PARAMEDIC	UNKNOWN	3/26/95	361.88
SUTTON	DAVID	PARAMEDIC	AMBULANCE 35	10/03/94	167.00
SUTTON	DAVID	PARAMEDIC	AMBULANCE 35	11/30/94	915.50
TAVITAS	JOSEPH	PARAMEDIC	AMBULANCE 9	2/08/95	3342.00
THIGPEN	CLIFTON	FIREFIGHTER	TRUCK 40	2/22/95	730.00
TOKARZ	DALE	PARAMEDIC	AMBULANCE 33	3/17/95	260.39
TORRES	ERNESTO	FIREFIGHTER	ENGINE COMPANY 108	3/28/95	69.00
TREMMEL	JAMES	FIREFIGHTER	ENGINE COMPANY 84	1/16/95	738.00
TRIBBLE	JIMMIE	FIREFIGHTER	ENGINE COMPANY 75	8/30/94	375.52
TROTT	MICHAEL	FIREFIGHTER	ENGINE COMPANY 11	2/21/95	1093.38
UCZEN	MICHAEL	FIREFIGHTER	TRUCK 22	2/18/95	592.94
VOGENTHALER	THOMAS	FIREFIGHTER	SQUAD 1	3/23/95	136.75
WILEY-EARLS	CARMELITA	FIREFIGHTER	ENGINE COMPANY 35	3/23/95	145.00
WILFERT	KENNETH	PARAMEDIC	UNKNOWN	12/23/89	85.00
WILLIAMS	JERRY	PARAMEDIC	AMBULANCE 29	3/11/95	386.80
WOZNIAK	STANLEY	FIREFIGHTER	TRUCK 36	1/25/94	1060.00
WRATSCHKO	ROBERT	CAPTAIN	ENGINE COMPANY 16	2/23/92	74.00
YORE	JOHN P	PARAMEDIC	AMBULANCE 42	12/16/94	85.00
YORE	JOHN P	PARAMEDIC	AMBULANCE 42	3/07/95	485.00
YORK	JAMES	PARAMEDIC	AMBULANCE 46	3/01/95	88.00
ZACCAGNINI	GEORGE	LIEUTENANT	DISTRICT RELIEF 2	1/23/95	125.00

(Continued from page 4234)

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damages on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on pages 4245 through 4247 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 4248)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACOSTA	JUAN	POLICE OFFICER	THIRTEENTH DISTRICT	4/18/95	73.00
ALDRIDGE	JENNIFER	POLICE OFFICER	SEVENTH DISTRICT	1/29/95	5190.56
AMIDEI	DANIEL	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/01/95	85.00
BARTON	RANDOLPH	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/21/91	180.00
BATKA	JAMES J	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/13/94	11719.60
BONADURER	RONALD	POLICE OFFICER	FIFTH DISTRICT	4/16/94	10.00
BOND	CHARLES A	POLICE OFFICER	FOURTEENTH DISTRICT	3/20/95	1208.95
BOND	WENDY M	POLICE OFFICER	FOURTH DISTRICT	10/15/94	85.50
BORVAN	ROBERT C	POLICE OFFICER	FIRST DISTRICT	3/12/87	380.75
BOYLE	MARY T	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	1/06/95	45.00
BRENNAN	JOE E	POLICE OFFICER	FOURTEENTH DISTRICT	3/17/95	509.50
CASASANTO	PAUL J	POLICE OFFICER	EIGHTH DISTRICT	3/19/95	250.00
CEPHAS	RYDELL J	POLICE OFFICER	SEVENTH DISTRICT	7/04/94	570.00
CHAMPION	DEBRA A	POLICE OFFICER	RECRUIT TRAINING	4/28/95	230.00
CLIMACK JR	JOHN	POLICE OFFICER	NARCOTICS SECTION	3/15/95	61.00
CONCKUS	CHARLES J	POLICE OFFICER	EIGHTH DISTRICT	5/07/93	1397.00
CRAIG	EUGENE JR	POLICE OFFICER	ELEVENTH DISTRICT	4/02/95	282.15
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	372.50
DACE	VERONICA	POLICE OFFICER	FIFTH DISTRICT	9/28/93	828.75
DANDREA	RAYMOND B	POLICE OFFICER	NINTH DISTRICT	3/06/95	62.00
DOLAN	JAMES M	POLICE OFFICER	EIGHTEENTH DISTRICT	1/28/95	440.00
DOMENECH	GUS	POLICE OFFICER	FOURTEENTH DISTRICT	3/28/95	10294.20
EPPLING	FLOYD	POLICE OFFICER	TWENTIETH DISTRICT	3/10/95	522.98
FINLON	JOEL	POLICE OFFICER	EIGHTH DISTRICT	3/19/95	691.00
FLORES	SERGIO	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	9/08/94	162.00
FONTANETTA	CAROL A	POLICE OFFICER	NINETEENTH DISTRICT	1/27/95	2087.00
GAINER	DANIEL J	POLICE OFFICER	TRAINING DIVISION	1/10/95	1290.00
GARCIA	ADRIAN	POLICE OFFICER	NARCOTICS SECTION	1/11/95	848.30
GASKI	GARY	POLICE OFFICER	NINETEENTH DISTRICT	3/11/95	132.58
GIAMBALVO	ROSEMARIE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/07/92	1904.85
GLASS	DOUGLAS A	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/29/95	676.00
GOMEZ	ROSEANN	POLICE OFFICER	TWELFTH DISTRICT	7/02/94	1700.00
GONZALEZ	RICHARD	POLICE OFFICER	FOURTEENTH DISTRICT	1/08/95	540.00
GONZALEZ	ROBERTO	POLICE OFFICER	TENTH DISTRICT	10/16/94	514.04
GREENWALD-STUK	KATHLEEN J	POLICE OFFICER	SIXTEENTH DISTRICT	7/08/94	41.00
GREENWOOD	LEE	POLICE OFFICER	SIXTH DISTRICT	3/26/94	864.00
HALLINAN	MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	3/14/95	779.00
HARRIS	SAMUEL S	POLICE OFFICER	COMMUNITY SERVICES-ADMINIDTRAT	12/12/94	346.50
HARTMANN	MICHAEL D	POLICE OFFICER	YOUTH DIVISION AREA TWO	3/25/95	686.00
HUERTAS	VICTOR	POLICE OFFICER	FOURTEENTH DISTRICT	3/14/95	35.00
JOHNSON	JOYCE	POLICE OFFICER	THIRD DISTRICT	2/02/95	231.50
KACZOR	JAMES P	POLICE OFFICER	FOURTEENTH DISTRICT	3/20/95	390.55
KEYES	KEVIN	POLICE OFFICER	SEVENTH DISTRICT	3/22/95	1429.90
KING	CORNES JR	POLICE OFFICER	SIXTH DISTRICT	3/25/95	850.00
KOLOVITZ	RICHARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	1650.00
KOOYUMJIAN	GREGORY	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/30/95	1095.00
KOSZ	EDMUND	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/15/94	582.00
KUCHARSKI	TIMOTHY	POLICE OFFICER	TENTH DISTRICT	4/04/95	212.49
LANGE	WILLIAM	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/29/95	755.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LEIBAS JR	PHILLIP	POLICE OFFICER	TENTH DISTRICT	4/24/95	998.81
LIVERGOOD	GEORGE P	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/24/95	44.00
LUPA	CYNTHIA J.	POLICE OFFICER	TENTH DISTRICT	4/24/95	375.25
MALCYZK	RONALD	POLICE OFFICER	FOURTEENTH DISTRICT	3/17/95	150.10
MARQUEZ	DONALD	POLICE OFFICER	EIGHTEENTH DISTRICT	1/30/95	22.00
MARTIN	MICHAEL	POLICE OFFICER	NARCOTICS SECTION	3/15/95	36.00
MCCARTHY	MARGUERITE M	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/10/92	162.36
MILLER	KIMBERLY	POLICE OFFICER	TENTH DISTRICT	6/08/93	672.00
MITZNER	ROBERT P	POLICE OFFICER	EIGHTEENTH DISTRICT	12/22/93	6046.50
MURRAY	JOHN M	POLICE OFFICER	SIXTEENTH DISTRICT	10/27/94	1470.00
OGRADY	THOMAS F	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	3/16/95	118.00
PARELLO	DENNIS J	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	2/28/95	94.00
PARISI	AMIE	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	9/15/92	150.00
PEOPLES-MILLER	TANYA	POLICE OFFICER	THIRD DISTRICT	3/14/93	80.00
PEREZ	HENRY E	POLICE OFFICER	TWELFTH DISTRICT	2/03/95	386.00
PILIPUF	CYNTHIA	POLICE OFFICER	ELEVENTH DISTRICT	2/19/95	243.70
PORADZISZ	DAVID J	POLICE OFFICER	TENTH DISTRICT	3/05/93	685.00
QUILES	NILDA Z	POLICE OFFICER	THIRTEENTH DISTRICT	2/20/95	83.00
RADIGAN	WILLIAM J	POLICE OFFICER	YOUTH DIVISION AREA TWO	1/24/94	171.26
RAMIREZ	WILFRED M	POLICE OFFICER	YOUTH DIVISION AREA TWO	10/27/94	60.00
RAY	THOMAS L	POLICE OFFICER	FOURTH DISTRICT	1/17/95	533.00
READUS	DAVID	POLICE OFFICER	THIRD DISTRICT	12/22/94	859.00
RIDGNER	STEVEN B	POLICE OFFICER	SIXTH DISTRICT	3/22/94	6817.62
ROE	LLOYD	POLICE OFFICER	FOURTH DISTRICT	3/14/94	1273.94
ROGERS	ALVIN A	POLICE OFFICER	OHARE LAW ENFORCEMENT	2/21/95	1595.00
ROSSI	JOHN	POLICE OFFICER	NINTH DISTRICT	3/06/95	2041.00
SHAW	DARRELL	POLICE OFFICER	FOURTH DISTRICT	2/28/95	87.00
SOLIS	MANUEL C	POLICE OFFICER	THIRTEENTH DISTRICT	3/15/95	520.45
SPIROPOULOS	MICHAEL	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/05/95	60.39
STAHL	JOHN	POLICE OFFICER	NINTH DISTRICT	3/15/95	31.00
SULLIVAN	JOHN T	POLICE OFFICER	SEVENTEENTH DISTRICT	2/14/95	126.00
SULLIVAN	RICHARD J	POLICE OFFICER	RECRUIT TRAINING	3/01/95	31.00
TRAFICANTI	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	1/28/95	5.00
WARD	PAUL S	POLICE OFFICER	TWELFTH DISTRICT	12/03/94	2450.00
WARE	BARBARA E	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	4/20/87	2150.00
WATKINS	ANDRE'L	POLICE OFFICER	FIFTH DISTRICT	1/19/95	850.00
WATSON	LARRY W	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/04/95	456.00
WENSKUS	ANTON J	POLICE OFFICER	EIGHTEENTH DISTRICT	8/08/94	93.00
WILKOS	STEVEN J	POLICE OFFICER	FOURTEENTH DISTRICT	3/07/95	376.30
WISER	ROBERT E	POLICE OFFICER	SIXTH DISTRICT	2/21/95	1033.00
WNUK	JULIAN C	POLICE OFFICER	TWELFTH DISTRICT	3/09/95	114.00
WORD	HOSEA	POLICE OFFICER	SIXTH DISTRICT	2/15/95	1140.00
ZIOLKOWSKI	BERNICE J	POLICE OFFICER	ELEVENTH DISTRICT	2/26/95	230.00
DWYER	JOHN	FIREFIGHTER	TRUCK 33	9/09/92	3748.00
EARL	PHYLLIS	FIREFIGHTER	TRUCK 10	7/14/88	11020.03
JANIA	JEROME	PARAMEDIC	AMBULANCE 37	2/22/85	1244.60
JOHNSON	BRIAN	PARAMEDIC	UNKNOWN	3/05/95	285.90
KUKNYO	JAMES	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	1453.00
NOWAK	HERBERT	PARAMEDIC	UNKNOWN	10/31/94	190.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/13/95

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********	******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
VASQUEZ NOEL	LIEUTENANT	DISTRICT RELIEF 3	9/13/94	411.75

(Continued from page 4244)

CHICAGO, July 13, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Council is authorized and directed to pay the following named claimants the respective amount 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:

Permit Refund.

Department Of Buildings:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Moreton Construction Co. Attention: Rosemarie 21 West 211 Hill Avenue Glen Ellyn, Illinois 60137	6/9/92 101 North Wacker Drive	$2,830.00

Damage To Vehicle.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Melissa Parkovich 4929 Saratoga Avenue Downers Grove, Illinois 60515	1/20/95 603 West Hubbard Street	$35.25

Damage To Vehicle.

Department Of Public Works/Construction Management:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Sandra Kay Dyer and Chicago Motor Club Insurance Company Southwest Claim Office 5324 West 124th Street Alsip, Illinois 60658	9/2/93 East 94th and South Stony Island Avenue	$325.00

Damage To Vehicle.

Department Of Revenue:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Ellen Taylor and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	11/18/94 165 North Wabash Avenue	$1,230.00

Damage To Property.

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

Name And Address	Date And Location	Amount
Ahmed Sabovic 2946 North Damen Avenue Chicago, Illinois 60618	7/1/94 2946 North Damen Avenue (alley)	$589.00
The Peoples Gas Light and Coke Company File 94-0-320 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	11/11/94 3516 West Monroe Street	956.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Mattie D. Blair 10344 South Eberhart Avenue Chicago, Illinois 60628	2/3/95 11000 South Torrence Avenue	$170.00

Name And Address	Date And Location	Amount
Michael J. Hedel 4136 West Fletcher Street Chicago, Illinois 60641	1/23/95 2500 North Western Avenue	$ 60.00
Etta D. Horace Apartment 607 6430 South Stony Island Avenue Chicago, Illinois 60637	10/26/94 3100 South Lake Shore Drive	538.00
Denise M. Rezutka 5801 South Normandy Avenue Chicago, Illinois 60638	12/13/94 6000 South Archer Avenue	75.00
Joyce Valentine Unit 2-E 2649 West Greenleaf Avenue Chicago, Illinois 60645	2/16/94 West Ogden Avenue and South Western Avenue	328.00

Personal Damage.

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

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 93-0-71 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	3/3/93 1645 West 21st Place	$1,425.00
The Peoples Gas Light and Coke Company File 93-0-81 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	3/31/93 1734 West Julian Street	288.00

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
The Peoples Gas Light and Coke Company File 94-0-02 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	12/13/93 2237 South Oakley Avenue	$625.00
The Peoples Gas Light and Coke Company File 94-0-09 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	11/29/93 9227 South Brandon Avenue	625.00

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
Lina Acevedo 3336 North Springfield Avenue Chicago, Illinois 60618	7/7/93 3532 West Barry Avenue	$115.00 175.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Juan Adame Apartment 912 1325 West Wilson Avenue Chicago, Illinois 60640	11/21/93 North Ashland Avenue and West Addison Street	$ 330.00 100.00*
Audrey Albert 6219 South Morgan Street Chicago, Illinois 60621	12/15/93 South State Street and 36th Street	58.00 55.00*
Norma I. Backes 2643 North Oak Park Avenue Chicago, Illinois 60635	1/28/94 West Fullerton Avenue near Reis Park	142.00
Daniel Beglin 3827 West 110th Place Chicago, Illinois 60655	1/3/94 West Polk Street and South Clinton Street	185.00
Michelle Bohn and Allstate Insurance Company 3331 West Big Beaver Road Troy, Michigan 48084	11/10/93 555 North Franklin Street	1,200.00
Patrick James Bowling 1310 West Wrightwood Avenue Chicago, Illinois 60614	11/21/93 2620 North Paulina Street	215.00
Michelle Madison 6628 South Rhodes Avenue Chicago, Illinois 60637	12/14/93 67th and South South ShoreDrive	111.00*
Meralda Velez 4343 North Kostner Avenue Chicago, Illinois 60641	3/3/93 3517 West Addison Street	133.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Phil Contursi 2106 North 73rd Avenue Elmwood Park, Illinois 60635	2/24/94 3100 North Bernard Street	$308.00 25.00*
Daniel B. Cook P.O. Box 8214 Chicago, Illinois 60680	1/19/94 West Chicago Avenue and North California Avenue	325.00
Jackie Foether 1st Floor 3514 South Lowe Avenue Chicago, Illinois 60609	10/19/93 West 76th and South Kedzie Avenue	150.00
Marjorie Forsythe 1332 119th Street Whiting, Indiana 46394	7/27/93 East 91st Street and South Mackinaw Avenue	65.00 100.00*
Brenda Fowler 9427 South Champlain Avenue Chicago, Illinois 60619	1/28/94 9430 South Cottage Grove Avenue	165.00
Loretta Jones 10018 South Vernon Avenue Chicago, Illinois 60628	11/5/93 6741 South Dr. Martin Luther King, Jr. Drive	132.00
James McConville 532 Gordon Calumet City, Illinois 60409	1/7/94 9950 South Torrence Avenue	98.00
Leslie Maria Moore 7349 South Artesian Avenue Chicago, Illinois 60629	11/6/93 6800 South Dr. Martin Luther King, Jr. Drive	211.00
Gloria Mucha and Allstate Insurance Company P.O. Box 1027 Skokie, Illinois 60076	10/7/94 4430 South Komensky Avenue	613.96

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Peter Rapatas and State Farm Insurance Company 1230 North Caldwell Niles, Illinois 60714	2/21/94 4657 West Grand Avenue	$1,500.00
Nancy Russ 1506 Evers Westchester, Illinois 60154	11/5/93 6800 South Dr. Martin Luther King, Jr. Drive	575.00 25.00*
Susan Salthell Apartment 809 900 North Lake Shore Drive Chicago, Illinois 60611	1/1/94 West Ohio Street and North Wells Street	405.00
Esther Shaw 12115 South Ashland Avenue Chicago, Illinois 60643	12/18/93 1900 West 119th Street	146.00
Michael F. Sheehy and Travelers Insurance Attention: David W. Clark P.O. Box 430 Buffalo, New York 14240	11/5/93 2034 West Cornelia Avenue	615.00
Darren Silver Apartment 1 2851 West Lunt Avenue Chicago, Illinois 60645	11/26/93 West Lawrence Avenue and North Pulaski Road	175.00
Albertine Stewart 3219-1A Carey Road Kinston, North Carolina 28501	8/6/94 5100 South Kedzie Avenue	82.00
Frank Stulga 621 South Keeler Avenue Chicago, Illinois 60624	1/11/94 North Austin Boulevard and West Huron Street	148.00
Gregorio Tapia 10414 South Calhoun Avenue Chicago, Illinois 60617	10/16/94 East 130th and South Escanaba Avenue	30.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Michael E. Taylor 7959 South Carpenter Avenue Chicago, Illinois 60620	3/30/94 West Fullerton Avenue and North Wolcott Avenue	$ 1.75 501.25*
Maria A. Vasta-Carbonaro 6943 North Minnetonka Avenue Chicago, Illinois 60646	11/19/93 3145 North Austin Avenue	116.00
Jessie Watson 2nd Floor 6215 South Rhodes Avenue Chicago, Illinois 60637	11/6/93 East 67th and South Dr. Martin Luther King, Jr. Drive	152.00
Michael Williamson 6295 North Hiawatha Avenue Chicago, Illinois 60646	1/3/93 140 West Ohio Street	185.00

Damage To Property.

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

Name And Address	Date And Location	Amount
The Peoples Gas Light And Coke Company File 95-0-20 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	12/6/94 1851 South Canalport Avenue	$515.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
The Peoples Gas Light And Coke Company File 95-0-19 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	12/6/94 1849 South Canalport Avenue	$ 912.00
The Peoples Gas Light And Coke Company File 95-0-22 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	12/12/94 1030 West Cullerton Street	780.00
The Peoples Gas Light And Coke Company File 94-0-299 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	9/22/94 1443 North Bosworth Avenue	1,250.00

Personal Damage.

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

Name And Address	Date And Location	Amount
Gregorio Tapia 10414 South Calhoun Avenue Chicago, Illinois 60617	12/13/94 10414 South Calhoun Avenue	$1,500.00

Damage To Property.

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

Name And Address	Date And Location	Amount
Chicago Decal Company 3310 North Elston Avenue Chicago, Illinois 60618	11/26/94 3310 North Elston Avenue	$990.00
Paul Maxwell 9450 South Indiana Avenue Chicago, Illinois 60619	1/17/95 7801 South Cornell Avenue	349.00
The Peoples Gas Light and Coke Company File 94-0-245 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/7/94 1400 North Greenview Avenue	750.00
The Peoples Gas Light and Coke Company File 94-0-309 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/30/94 2835 West Cullerton Street	419.00
The Peoples Gas Light and Coke Company File 95-0-13 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/8/94 1752 North Latrobe Avenue	485.00
The Peoples Gas Light and Coke Company File 95-0-3 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	7/27/94 2444 West Haddon Avenue	398.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-18 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	12/2/94 5517 South Hermitage Avenue	$1,500.00
The Peoples Gas Light and Coke Company File 95-0-17 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/28/94 1746 North Hermitage Avenue	1,338.00
The Peoples Gas Light and Coke Company File 94-0-211 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	7/5/94 11432 South Fairfield Avenue	595.00
The Peoples Gas Light and Coke Company File 94-0-328 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	11/19/94 5312 South Wood Street	1,285.00
The Peoples Gas Light and Coke Company File 94-0-327 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	12/5/94 2438 South Avers Avenue	551.00
The Peoples Gas Light and Coke Company File 95-0-10 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/22/94 4317 North Dayton Street	632.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-8 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/18/94 6104 West Grace Street	$ 845.00
The Peoples Gas Light and Coke Company File 95-0-14 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/13/94 2748 West Haddon Avenue	1,500.00
The Peoples Gas Light and Coke Company File 94-0-306 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/30/94 5517 South Wood Street	816.00
The Peoples Gas Light and Coke Company File 94-0-307 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/30/94 2715 West Gladys Avenue	780.00
The Peoples Gas Light and Coke Company File 94-0-308 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/30/94 2340 South Springfield Street	601.00
The Peoples Gas Light and Coke Company File 95-0-12 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/31/94 2636 West Haddon Avenue	935.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 94-0-310 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	10/2/94 2225 South Springfield Avenue	$603.00
The Peoples Gas Light and Coke Company File 94-0-311 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	10/2/94 734 North Throop Street	868.00
The Peoples Gas Light and Coke Company File 94-0-312 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	10/6/94 5352 South Meade Avenue	721.00
The Peoples Gas Light and Coke Company File 94-0-313 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	10/11/94 726 North Lawndale Avenue	340.00
The Peoples Gas Light and Coke Company File 94-0-314 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	10/28/94 904 South Claremont Avenue	565.00
The Peoples Gas Light and Coke Company File 94-0-302 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	11/10/94 2519 South Drake Avenue	780.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 94-0-303 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/21/94 1516 North Greenview Avenue	$780.00
The Peoples Gas Light and Coke Company File 94-0-304 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/22/94 1530 North Greenview Avenue	780.00
The Peoples Gas Light and Coke Company File 94-0-300 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/14/94 1424 North Greenview Avenue	515.00
The Peoples Gas Light and Coke Company File 95-0-6 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/4/94 2526 West Haddon Avenue	545.00
The Peoples Gas Light and Coke Company File 95-0-15 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/14/94 2428 West Haddon Avenue	339.00
The Peoples Gas Light and Coke Company File 95-0-9 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/19/94 6327 North Pulaski Road	618.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 94-0-218 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/23/94 5027 South Prairie Avenue	$620.00
The Peoples Gas Light and Coke Company File 94-0-235 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/4/94 11304 South Fairfield Avenue	795.00
The Peoples Gas Light and Coke Company File 94-0-214 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/10/94 8951 South Ridgeland Avenue	250.00
The Peoples Gas Light and Coke Company File 94-0-215 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/10/94 8955 South Ridgeland Avenue	339.00
The Peoples Gas Light and Coke Company File 94-0-213 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	6/15/94 10736 South Avenue G	309.00
The Peoples Gas Light and Coke Company File 94-0-246 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/8/94 1404 North Greenview Avenue	800.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 94-0-249 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/16/94 3515 West Monroe Street	$ 603.00
The Peoples Gas Light and Coke Company File 94-0-250 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	9/21/94 1512 North Greenview Avenue	735.00
The Peoples Gas Light and Coke Company File 94-0-0266 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	7/11/94 4502 North Kildare Avenue	1,199.00
The Peoples Gas Light and Coke Company File 94-0-268 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	11/15/94 4315 North Dayton Street	339.00
The Peoples Gas Light and Coke Company File 94-0-222 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/12/94 9009 South Ridgeland Avenue	369.00
The Peoples Gas Light and Coke Company File 94-0-230 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/12/94 5640 South Lafayette Avenue	257.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 94-0-233 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/2/94 4072 South Lake Park Avenue	$ 667.00
The Peoples Gas Light and Coke Company File 94-0-234 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	8/10/94 11404 South Fairfield Avenue	434.00
The Peoples Gas Light and Coke Company File 94-0-173 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	8/5/94 969 West 19th Street	752.00
The Peoples Gas Light and Coke Company File 94-0-247 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	8/26/94 2928 West Wilcox Street	869.00
The Peoples Gas Light and Coke Company File 94-0-267 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	6/1/94 3925 West Montrose Avenue	1,338.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Kersey Eugene Brown 7300 South Union Avenue Chicago, Illinois 60621	12/1/94 755 West 73rd	$ 419.00 305.00*
Joyce Childress 1309 North Central Avenue Chicago, Illinois 60651	3/28/94 5648 West Eastwood Avenue	256.00
Gail Denton 8847 South Parnell Avenue Chicago, Illinois 60620	2/16/94 4218 South Wentworth Avenue	65.00
Christopher C. Hawkins 11674 South Aberdeen Street Chicago, Illinois 60643	1/17/95 10118 South Halsted Street	355.00
Suzanne Kibort Apartment 1 4735 North Paulina Street Chicago, Illinois 60640	11/1/93 2611 West Lawrence Avenue	1,050.00 25.00*
Ronald Lingle and State Farm Insurance Company 7230 North Caldwell Road Niles, Illinois 60714	6/7/94 West 16th Street and South Blue Island Avenue	112.00
Richard T. Phillips 6546 South Kolin Avenue Chicago, Illinois 60629	11/18/93 South Archer Avenue and South Knox Avenue	301.00

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* To City of Chicago, Bureau of Parking

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
Cheryl Nakata and AMICA Insurance Company 2443 West Warrenville Road Lisle, Illinois 60532	11/12/94 1532 North Bell Avenue	$1,500.00
Harris Rutledge and GEICO Insurance Company P.O. Box 31 Mokena, Illinois 60448	7/15/94 1342 South Troy Street	572.36
Gale L. Stoffregen 8161 South Karlov Avenue Chicago, Illinois 60652	4/22/92 8161 South Karlov Avenue	151.66

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
William Allman 5231 Maple Springs Drive Chagrin Falls, Ohio 44022	1/3/94 During towing	$ 560.00
Jason A. Aloff 2716 West Chase Avenue Chicago, Illinois 60645	2/19/93 During towing	1,121.00 245.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Frankie L. Armstrong 5267 Mill Pond Rochelle, Illinois 61048	9/10/93 During towing	$1,000.00
Cleveland Bailey Apartment 3A 4823 North Wolcott Avenue Chicago, Illinois 60640	1/6/94 During towing	225.00
Lois Brame 1924 East 92nd Street Chicago, Illinois 60617	1/23/94 During towing	713.00 125.00*
Seunghee Cho 643 Grenache Court Bartlett, Illinois 60103	9/14/90 During towing	745.00
Reynaldo Baker Cruz 1457 West Sunnyside Avenue Chicago, Illinois 60640	1/10/94 During towing	110.00
Moustafa Elkadi Apartment 1 West 7121 West 110th Street Worth, Illinois 60482	2/12/93 During towing	451.00 375.00*
Enterprise Leasing, Inc. Attention: Richard Dennis 25 West Chicago Avenue Oak Park, Illinois 60302	12/23/92 During towing	464.75
Walter Giza Apartment 2N 8107 South Roberts Road Bridgeview, Illinois 60455	12/21/93 During towing	405.00
Russell Hall 3027 Polly Lane Flossmoor, Illinois 60422	9/1/93 During towing	1,288.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Lorraine Hamilton 514 Highridge Road Hillside, Illinois 60162	10/27/93 During towing	$383.00 50.00*
Robert Hampton and Allstate Insurance Company Attention: Lisa 3200 Eagle Park Office Grand Rapids, Michigan 49505	12/22/93 During towing	960.00
William A. Harrison Apartment 2002 6030 North Sheridan Road Chicago, Illinois 60660	1/14/93 During towing	820.00 680.00*
Kock Wei Hui Apartment M 2338 South Canal Street Chicago, Illinois 60616	12/11/93 During towing	393.00 40.00*
Michael Inocencio Apartment 17F 1340 North Dearborn Street Chicago, Illinois 60610	11/14/93 During towing	279.00
Leshon Denine Kimble Apartment 2 1036 North Monitor Avenue Chicago, Illinois 60651	10/29/93 During relocation	30.00 25.00*
Wende L. Kohnke P.O. Box 66 Island Lake, Illinois 60042	12/18/93 During towing	428.00 100.00*
Clarence Lewis 9855 South Greenwood Avenue Chicago, Illinois 60628	12/18/93 During towing	840.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Custer B. Livermore 1624 North Larrabee Street Chicago, Illinois 60614	12/12/93 During towing	$733.00 230.00*
Martin Lunkes 2323 West School Street Chicago, Illinois 60618	9/20/93 During towing	114.00
Wayne Malchin 205 Beaver Creek Drive Bolingbrook, Illinois 60440	11/27/93 During towing	259.00 40.00*
Kevin Maloney 1902 Revere Lane Elk Grove Village, Illinois 60007	5/27/93 During towing	791.00 10.00*
Lenora Love Monigan 1619 West 82nd Street Chicago, Illinois 60620	12/12/93 During towing	130.00 110.00*
Thomas R. Pickett, Jr. 801-I Hartwell Drive Savoy, Illinois 61874	12/4/93 During towing	790.00 60.00*
Flavia Quintanilla P. O. Box 470738 Chicago, Illinois 60647	12/9/93 During towing	91.00 300.00*
Joseph Rydel P.O. Box 3309 Skokie, Illinois 60076	2/5/93 During towing	196.00 100.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Vikram Sanghani 5927 North Sauganash Avenue Chicago, Illinois 60646	3/1/93 During towing	$ 900.00
Shaun J. Snyder 1129 West Abbott Street Muncie, Indiana 47303	5/23/93 During towing	1,021.00 25.00*
Herschel Strauss 8616 Monticello Avenue Skokie, Illinois 60076	2/25/95 During towing	31.48
Jon Zieff 2600 Old Glenview Road Wilmette, Illinois 60091	1/23/94 During towing	518.00

Personal Damage.

Department Of Streets And Sanitation/ Bureau of Forestry: Account No. 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Jose L. Vazquez and State Farm Fire and Casualty Company Suite 200 580 Waters Edge Claim Office Lombard, Illinois 60148	5/28/93 2613 West 22nd Place	$266.00 100.00*

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Streets And Sanitation/ Bureau of Forestry: Account No. 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
John W. Chilelli 11307 South Green Bay Avenue Chicago, Illinois 60617	10/9/93 11307 South Green Bay Avenue	$590.00

Personal Damage.

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

Name And Address	Date And Location	Amount
Irene Walker 10534 South Vincennes Avenue Chicago, Illinois 60643	9/19/94 10534 South Vincennes Avenue	$367.00

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
Daniel Foley And State Farm Insurance Company Suite 200 580 Waters Edge Attention: Lori Sherman Lombard, Illinois 60148	10/12/93 4881 North Kilpatrick Avenue	$500.00

Name And Address	Date And Location	Amount
Victoria Giddings 5547 South Emerald Avenue Chicago, Illinois 60621	3/15/93 5547 South Emerald Avenue	$250.00
Anna Kuzyk And General Casualty Insurance Company 1124 South Kiwanis Drive P. O. Box 450 Attention: Subrogation Department Freeport, Illinois 61032	12/20/94 2345 West Cortez Street	634.00
Mary Nanos 3414 North Damen Avenue Chicago, Illinois 60618	8/29/94 3414 North Damen Avenue (alley)	725.00
Paul Pinkus 3500 West Granville Avenue Chicago, Illinois 60659	3/10/94 3500 West Granville Avenue	50.00
The People Gas Light and Coke Company File 94-0-315 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	9/21/94 1727 West Cullerton Street	515.00
The People Gas Light and Coke Company File 93-0-224 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	8/16/93 3946 South Western Avenue	738.00

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
Barbara Anderson 1007 East 101st Street Chicago, Illinois 60628	11/12/93 500 East 39th Street	$ 503.00 420.00*
Carol Backes and State Farm Insurance Company 7230 North Caldwell Avenue Niles, Illinois 60714	2/23/94 2643 North Oak Park Avenue	198.00
Baldemar Carriedo 9059 Windsor Drive Palos Hills, Illinois 60465	9/28/93 7119 South Kedzie Avenue (alley)	1,075.00
Ann C. Elgin 1000 North Lake Shore Drive Chicago, Illinois 60611	4/21/93 2400 North Clybourn Avenue	645.00
Adam M. Glickman 626 Westmere Road Des Plaines, Illinois 60016	3/19/92 4821 South Ashland Avenue	266.00 50.00*
Betty G. Hall Apartment 1804 1700 East 55th Street Chicago, Illinois 60637	12/6/93 1510 West 39th Street	500.00
Mark J. Kaminsky 2868 North Lincoln Avenue Chicago, Illinois 60657	10/7/93 1345 West George Street	630.00
Madison Kern 7909 South Vernon Avenue Chicago, Illinois 60619	5/26/94 7909 South Vernon Avenue	825.00 50.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Ardelia Neal 2025 South 11th Avenue Maywood, Illinois 60153	7/2/93 West Jackson Boulevard and South Damen Avenue	$ 697.50
Jose Palafox 2508 South Lawndale Avenue Chicago, Illinois 60623	1/26/94 2508 South Lawndale Avenue	1,475.00 25.00*
Shirley Rhone 8236 South Ellis Avenue Chicago, Illinois 60619	1/12/91 East 83rd and South Michigan Avenue	100.00*
Elizabeth Scheidt 10545 South Lawndale Avenue Chicago, Illinois 60655	9/6/94 West 106th Street and South Sacramento Avenue	1,088.00
Reyes Valdez 1656 North Lockwood Avenue Chicago, Illinois 60639	12/22/93 1656 North Lockwood Avenue	1,375.00
Louise Walker 840 East 89th Place Chicago, Illinois 60619	10/7/93 8459 South Burley Avenue	673.00 140.00*

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
Jeanette Bracero and American Bakers Insurance Company 11222 Quail Roost Drive Miami, Florida 33157	12/1/92 Police Auto Pound	$820.00

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* To City of Chicago, Bureau of Parking

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant, on account of underground leaks:

Name And Address	Date And Location	Amount
West Burton Place Corporation 152 West Burton Place Chicago, Illinois 60610	12/3/93 to 7/7/97 152 West Burton Place	$400.00
Helen Sampognaro 10924 South Artesian Avenue Chicago, Illinois 60655	6/30/94 to 8/1/94 2444 West 71st Street	400.00
Veseljko Pavlovic 950 West Wrightwood Avenue Chicago, Illinois 60614	9/26/94 to 12/13/94 952 West Wrightwood Avenue	188.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the 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 4278 through 4279 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

(Continued on page 4280)

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/13/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
ALDINE COURT CONDOMINIUM ASSN	27	ANNUAL	93	2,025.00	BERNARD J. HANSEN	44
ARGYLE/SEELEY CONDO. ASSN.	16	ANNUAL	93	1,200.00	EUGENE C. SCHULTER	47
BALMORAL PLAZA CONDOMINIUMS	60	ANNUAL	93	2,847.00	PATRICK J O'CONNOR	40
BEACH POINT TOWER CONDO.	90	ANNUAL	93	6,750.00	MARY ANN SMITH	48
BEL-HARBOUR CONDOMINIUMS	206	ANNUAL	93	5,837.65	BERNARD J. HANSEN	44
BELMONT-CAMBRIDGE CONDOMINIUM	9	ANNUAL	93	675.00	BERNARD J. HANSEN	44
BIRCH TREE MANOR #1	18	ANNUAL	93	1,350.00	BRIAN G. DOHERTY	41
BRIAR COURT TOWNHOMES	7	ANNUAL	93	525.00	BERNARD J. HANSEN	44
CAMELOT CONDOMINIUM ASSN.	6	ANNUAL	93	450.00	HELEN SHILLER	46
CAMERON COURT CONDO. ASSN.	18	ANNUAL	93	1,350.00	MICHAEL A. WOJCIK	30
EDGEWATER COURT CONDO ASSC.	16	ANNUAL	93	1,080.00	MARY ANN SMITH	48
EDGEWOOD MANOR II	11	ANNUAL	93	500.00	BRIAN G. DOHERTY	41
EDGEWOOD MANOR IV	6	ANNUAL	93	450.00	BRIAN G. DOHERTY	41
FAIRBANKS CONDOMINIUM ASSN.	27	ANNUAL	93	2,025.00	BERNARD J. HANSEN	44
FRANCISCO/ROSEMONT CONDOMINIUM	28	ANNUAL	93	2,100.00	BERNARD L. STONE	50
GREGORY COURT CONDOMINIUM ASSN	36	ANNUAL	93	2,700.00	BRIAN G. DOHERTY	41
HAWTHORNE COURT TOWNHOME CONDO	80	ANNUAL	93	4,450.00	BERNARD J. HANSEN	44
HOLLYWOOD PARK CONDOMINIUM	36	ANNUAL	93	2,540.00	MARGARET LAURINO	39
HOLLYWOOD TERRACE CONDO. ASSN.	58	ANNUAL	93	3,384.00	MARY ANN SMITH	48
HUDSON CONDO ASSOCIATION	7	ANNUAL	93	525.00	BERNARD J. HANSEN	44
KENMORE-LELAND WEST CONDO.	13	ANNUAL	93	975.00	HELEN SHILLER	46
KEYSTONE COURTS CONDO. ASSN. #1	15	ANNUAL	93	814.00	MICHAEL A. WOJCIK	30
LAKEVIEW LOFTS CONDO ASSOC.	20	ANNUAL	93	1,128.00	BERNARD J. HANSEN	44
MASON MANOR CONDOMINIUM	35	ANNUAL	93	2,625.00	BRIAN G. DOHERTY	41
MELROSE GARDEN CONDOMINIUM	18	ANNUAL	93	1,350.00	BERNARD J. HANSEN	44
MERRIMAC SQUARE CONDO. ASSN. 3	50	ANNUAL	93	1,484.45	THOMAS ALLEN	38
OAKDALE TOWERS CONDOMINIUM	58	ANNUAL	93	3,500.00	BERNARD J. HANSEN	44
OAKFIELD WEST CONDO ASSN.	224	ANNUAL	93	13,024.00	WILLIAM JP BANKS	36
OXFORD GLEN CONDO. ASSN.	13	ANNUAL	93	975.00	MARY ANN SMITH	48
PARK TOWER CONDO. ASSOCIATION	728	SEMI-ANNUAL	93	11,925.60	MARY ANN SMITH	48
PARKVIEW TOWER CONDO ASSOC.	150	ANNUAL	93	5,249.55	CHARLES BERNARDINI	43
PICKFORD CONDOMINIUM ASSN.	20	ANNUAL	93	1,500.00	BERNARD J. HANSEN	44
PINE GROVE CONDOMINIUM ASSN.	21	ANNUAL	93	1,575.00	CHARLES BERNARDINI	43
RIVERS EDGE CONDOMINIUM ASSN.	24	ANNUAL	93	1,365.00	EUGENE C. SCHULTER	47
SHERIDAN LAKE-SIDE CONDO.	58	ANNUAL	93	2,387.35	JOE MOORE	49
SURF-CAMBRIDGE CONDO ASSC.	19	ANNUAL	93	1,425.00	BERNARD J. HANSEN	44
SURF-WALK CONDOMINIUM ASSN.	8	ANNUAL	93	600.00	BERNARD J. HANSEN	44
THE OAK GROVE CONDOMINIUM ASSN	10	ANNUAL	93	750.00	BERNARD J. HANSEN	44
THORNDALE CONDO. ASSN.	6	ANNUAL	93	450.00	MARY ANN SMITH	48
WATERLOO COURT CONDO. ASSN.	25	ANNUAL	93	1,875.00	BERNARD J. HANSEN	44
WAVELAND COURTS CONDO ASSOC.	50	ANNUAL	93	3,750.00	HELEN SHILLER	46
WAVELAND/RACINE CONDO. ASSN.	23	ANNUAL	93	1,725.00	BERNARD J. HANSEN	44
WINDSOR COURT CONDOMINIUM NO. 1	18	ANNUAL	93	1,350.00	PATRICK J. LEVAR	45
WINDSOR-LONG CONDO ASSOC.	12	ANNUAL	93	900.00	PATRICK J. LEVAR	45
YELLOW FACE CONDOMINIUM ASSN.	7	ANNUAL	93	525.00	BERNARD J. HANSEN	44

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/13/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
110 E. DELAWARE PLACE CONDO.	68	ANNUAL	93	5,100.00	BURTON F. NATARUS	42
1319-21 W. ARDMORE CONDO. ASSO	6	ANNUAL	93	450.00	MARY ANN SMITH	48
1540 LAKE SHORE DRIVE CORP.	29	SEMI-ANNUAL	93	1,087.50	CHARLES BERNARDINI	43
2450 N. LAKEVIEW CONDO. ASSN.	11	ANNUAL	93	825.00	CHARLES BERNARDINI	43
2828 N. BURLING CONDOMINIUM	60	ANNUAL	93	2,679.00	BERNARD J. HANSEN	44
2912 CONDOMINIUM ASSOCIATION	26	ANNUAL	93	1,950.00	BERNARD J. HANSEN	44
3300 N. LAKE SHORE DRIVE CONDO	85	ANNUAL	93	4,020.00	BERNARD J. HANSEN	44
3314 CONDOMINIUM ASSOCIATION	30	ANNUAL	93	1,339.12	BERNARD J. HANSEN	44
3440 LAKE SHORE DRIVE CONDO.	218	ANNUAL	93	10,937.00	BERNARD J. HANSEN	44
3550 CONDOMINIUM ASSOCIATION	728	ANNUAL	93	24,638.00	HELEN SHILLER	46
4200 N. MARINE DRIVE CONDO.	64	ANNUAL	93	3,070.76	HELEN SHILLER	46
421 OAKDALE AVENUE CONDO. ASSN	6	ANNUAL	93	450.00	BERNARD J. HANSEN	44
424-28 WEST WELLINGTON ASSN.	6	ANNUAL	93	450.00	BERNARD J. HANSEN	44
433 W. WELLINGTON CONDO ASSN.	8	ANNUAL	93	600.00	BERNARD J. HANSEN	44
438-448 SURF CONDOMINIUM	45	ANNUAL	93	3,146.00	BERNARD J. HANSEN	44
444 W. ALDINE CONDO. ASSN.	7	ANNUAL	93	525.00	BERNARD J. HANSEN	44
5040-60 MARINE DRIVE CONDO.	203	ANNUAL	93	10,207.18	MARY ANN SMITH	48
527-37 W. BROMPTON CONDOMINIUM	28	ANNUAL	93	2,037.72	HELEN SHILLER	46
555 W. ALDINE CONDOMINIUM	20	ANNUAL	93	1,436.88	BERNARD J. HANSEN	44
606-08 ALDINE CONDOMINIUM	6	ANNUAL	93	450.00	BERNARD J. HANSEN	44
607 W. BUCKINGHAM PLACE CONDO	6	ANNUAL	93	450.00	BERNARD J. HANSEN	44
607-13 W. MELROSE CONDOMINIUM	12	ANNUAL	93	900.00	BERNARD J. HANSEN	44
609 WEST STRATFORD CONDOMINIUM	30	ANNUAL	93	1,893.75	BERNARD J. HANSEN	44
6121 SHERIDAN ROAD CONDO. ASSN	32	ANNUAL	93	2,400.00	MARY ANN SMITH	48
6248-50 N. WASHTENAW CONDO.	7	ANNUAL	93	525.00	BERNARD L. STONE	50
644 MELROSE CONDOMINIUM	6	ANNUAL	93	450.00	BERNARD J. HANSEN	44
648 WEST OAKDALE CONDOMINIUM	8	ANNUAL	93	600.00	BERNARD J. HANSEN	44
663 W. MELROSE CONDO. ASSN.	18	ANNUAL	93	1,047.30	BERNARD J. HANSEN	44
701 W. BITTERSWEET CONDO. ASSN.	6	ANNUAL	93	450.00	HELEN SHILLER	46
727-729 WEST JUNIOR TERRACE	6	ANNUAL	93	450.00	HELEN SHILLER	46
8427-31 W. BRYN MAWR CONDO.	12	ANNUAL	93	900.00	BRIAN O. DOHERTY	41
900 W. AINSLIE CONDOMINIUM	10	ANNUAL	93	750.00	MARY ANN SMITH	48
914 WAVELAND CONDO. ASSOC.	15	ANNUAL	93	1,125.00	HELEN SHILLER	46
939-41 W. WINONA CONDO ASSN.	6	ANNUAL	93	450.00	MARY ANN SMITH	48
955 WEST CARMEN CONDO. ASSN.	6	ANNUAL	93	450.00	MARY ANN SMITH	48

(Continued from page 4277)

CHICAGO, July 13, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the 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 4281 through 4282 of this Journal.]

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
AGUILAR, PRISCILLA C.	14-16-300-032-1251	46 SHILLER	50.00
BARASA, LAURENCE J.	17-03-201-063-0000	42 NATARUS	50.00
BARNES, BEATRICE L.	20-21-426-046-0000	06 STEELE	50.00
BARRY, JEANNE M.	17-16-419-004-1999	02 HAITHCOCK	50.00
BENTLEY, WOODROW	14-28-322-038-1230	43 BERNARDINI	50.00
BERGER, ALBERT	13-12-114-046-0000	40 O'CONNOR	50.00
BERNSTEIN, CAROLE	14-21-314-048-1001	44 HANSEN	50.00
BERNSTEIN, SYLVIA T.	10-36-118-005-1219	50 STONE	50.00
BLACZAK, FRANCES	17-03-200-063-1023	42 NATARUS	50.00
BLUMEN, MR. & MRS. SIDNEY	10-36-100-011-1107	50 STONE	50.00
BOLLING, GLADYS V.	14-21-307-047-1032	44 HANSEN	50.00
BORTH, FAYE	11-31-400-051-1078	50 STONE	50.00
BROWN, ALICE	17-03-202-061-1018	42 NATARUS	50.00
CAPOLA, AMADAY C.	12-12-202-084-1019	41 DOHERTY	50.00
CAPOS, FRANCES M.	14-28-322-038-1251	43 BERNARDINI	50.00
CHUKERMAN, RHODA M.	17-03-207-068-1132	42 NATARUS	50.00
CIZEK, JEAN E.	14-21-110-020-1420	46 SHILLER	50.00
CRAYTON, MARY L.	20-24-419-019-1004	05 HOLT	50.00
CURRY, PANDORA	20-21-426-046-0000	06 STEELE	50.00
DOMINIQUE, HARRIET M.	14-08-203-017-1655	48 SMITH	50.00
DORLAND, HERMAN	10-25-328-008-1038	50 STONE	50.00
EHRLICH, RUTH	14-16-301-041-1016	46 SHILLER	50.00
ELSTON, ELSTON	14-08-203-001-0000	48 SMITH	50.00
EMMERMAN, DOROTHY	10-36-119-003-1130	50 STONE	50.00
ENGERMAN, LILLIAN	14-08-208-016-1078	48 SMITH	50.00
ENGLUND, ALFRED R.	19-21-108-043-0000	13 OLIVO	50.00
FICHERA, MARY T.	13-07-336-029-1055	41 DOHERTY	50.00
FUCHS, CLARA M.	33-33-332-221-0000	23 ZALEWSKI	50.00
GORDON, HERBERT	17-10-400-012-1809	42 NATARUS	50.00
HERMAN, RUTH & WALTER	10-36-120-003-1056	50 STONE	50.00
HERRING, ROBERTA K.	14-21-301-007-0000	46 SHILLER	50.00
HILDER, FAYE B.	17-04-208-031-1203	42 NATARUS	50.00
HILL, MARY P.	20-34-413-024-0000	06 STEELE	50.00
HIRAKAWA, HENRY S.	14-16-300-032-1359	46 SHILLER	50.00
HLINOMAZ, VLASTIMIL & ANNA	10-36-119-009-1038	50 STONE	50.00
JACKSON, MISSOURI M.	20-34-413-024-0000	06 STEELE	50.00
JACKSON, REGINA	12-11-111-034-1003	41 DOHERTY	50.00
JONES, WILLAM M.	20-24-419-018-1025	05 HOLT	50.00
JOYNER, SANFORD B.	20-34-413-024-0000	06 STEELE	50.00
KAJIWARA, CHIBA	14-21-110-020-1152	46 SHILLER	50.00
KATZ, BETTY L.	17-03-107-019-1016	43 BERNARDINI	50.00
KORINSKY, CELIA	14-21-307-047-1171	44 HANSEN	50.00
KUPF, ANDREW	19-15-228-096-0000	13 OLIVO	50.00
LAMPE, EVELYN J.	17-03-222-023-1365	42 NATARUS	50.00
MANCUCCILLI, HELEN M.	12-11-122-011-1019	41 DOHERTY	50.00
MARKOFF, PAULETTE	17-10-400-012-1871	42 NATARUS	50.00
MAVETZ, EDWARD J.	14-08-413-040-1077	48 SMITH	50.00
MCCALLISTER, JANE D.	14-05-411-012-1002	48 SMITH	50.00
MCNULTY, FLORENCE	10-36-100-011-1132	50 STONE	50.00
MILLER, SARAH	14-05-215-015-1160	48 SMITH	50.00
MISKEL, MILTON	20-21-426-046-0000	06 STEELE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
MORRIS, LORETTA S.	10-36-119-003-1149	50 STONE	50.00
MORTON, BEATRICE	25-11-300-017-0000	08 DIXON	50.00
MAGY, DENES	17-10-202-063-1038	42 MATARUS	50.00
MEDZA, LORETTA L.	12-11-111-034-1006	41 DOHERTY	50.00
MELSON, MARY L.	20-21-426-046-0000	06 STEELE	50.00
MOLAN, JEAN M.	12-11-111-034-1009	41 DOHERTY	50.00
MORMAN, DORIS A.	14-05-203-011-1171	49 MOORE	50.00
OLIN, LARRY G.	17-03-201-063-0000	42 MATARUS	50.00
PERLYSKY, GABRIEL H.	10-36-119-003-1044	50 STONE	50.00
PERNA, LORRAINE E.	9-36-108-062-1001	41 DOHERTY	50.00
PERRY, ELAINE B.	14-21-307-047-1048	44 HANSEN	50.00
RAMSEY, ALENA	20-11-105-013-0000	04 PRECKWINKLE	50.00
RESIS, GEORGE	14-08-203-017-1130	48 SMITH	50.00
RETZLOFF, HARVEY	14-16-305-021-1071	46 SHILLER	50.00
RODGERS, JAMES G.	17-03-215-013-1510	42 MATARUS	50.00
RUNCHEK, ADELE	19-19-208-050-1011	23 ZALEWSKI	50.00
SAWICKI, LEOKADIA	12-25-204-056-1009	36 BANKS	50.00
SCHAPIRA, NAOMI	14-05-215-017-1454	48 SMITH	50.00
SCHNEIDER, WILLIAM	17-10-214-011-1782	42 MATARUS	50.00
SCHUETTAUFF, ROBERT G.	17-03-103-028-1070	43 BERNARDINI	50.00
SHAPIRO, DOLORES M.	19-27-401-038-1231	18 OLIVO	50.00
SHURPIT, JOANN J.	17-03-222-023-1206	42 MATARUS	50.00
SIBLEY, MIRAM	17-03-201-063-0000	42 MATARUS	50.00
SOHA, STANLEY J.	17-03-220-020-1068	42 MATARUS	50.00
STAHGL, DOROTHY G.	13-15-410-033-1001	30 WOJCIK	50.00
STILTNER, RUTH.	19-31-107-024-1199	36 BANKS	50.00
STONIS, ADAM F.	19-21-108-044-0000	13 OLIVO	50.00
TAGLIERE, MARTHA	12-11-111-034-1010	41 DOHERTY	50.00
THOMAS, LAWRENCE W.	17-10-214-011-1425	42 MATARUS	50.00
TOMPOROWSKI, EDWARD J.	10-31-409-060-1026	41 DOHERTY	50.00
TRAVA, PAUL W.	14-08-403-028-1191	48 SMITH	50.00
TSADUSSIS, THEMIS S.	17-03-106-028-1021	42 MATARUS	50.00
TYUTYUNIK, LEONID	10-36-119-003-1142	50 STONE	50.00
VELENTINO, MARIE	17-17-309-008-0000	01 GRANATO	50.00
VISION, MINNIE M.	13-01-108-042-0000	50 STONE	50.00
WECHSLER, FRIEDA	10-36-321-039-0000	50 STONE	50.00
WILEY, ROBERT M.	14-05-409-019-1035	48 SMITH	50.00
WILLIAMS, ANNE G.	17-03-103-028-1047	43 BERNARDINI	50.00
WILSON, PRISCILLA D.	14-16-301-041-1047	46 SHILLER	50.00
ZELENKA, HARRIET E.	17-03-214-014-1052	42 MATARUS	50.00
		* TOTAL AMOUNT	4,350.00

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on October 14, 1992 and on subsequent dates, sundry claims as follows:

Adewale, Ade

Aiello, Anthony and Allied American Insurance Company

Alessi, Jon C. and American Ambassador Insurance Company

Apolinar, Diane C.

A T & T/Stein Partnership

Barda, Carol

Barrett, Michael

Bartosik, Casimir

Battiato, Paula

Beasley, Pearlene

Bemis, Richard P.

Beran, Elizabeth and State Farm Insurance Company

Bialek, Barbara M. and Allstate Insurance Company

Boyd, Gene

Brantley, Bernard B.

Carillo, Enrique and American Ambassador Casualty Company

Carothers, Rory Evon

Castillo, Noel A.

Chapman, James Steven

Cichocki, Steva Elizabeth

Collins, Annie and Allstate Insurance Company

Comise, Frank and Carol and State Farm Insurance Company

Davis, Steven E.

Dean, Virgil and American Family Insurance Company

Delgado, Carmen

Diaz, Maria

Dismukes-Warren, Carolyn

Dunbar, Nakia

Flemming, Daphne

Foulkes, Debra J.

Fry, Tess and Allstate Insurance Company

Gaiter, Robert

Garrett, Mary

Garza, Gilbert O. and Economy Fire and Casualty Company

Gianakopoulos, Ernie and Kristian and American Family Insurance

Gratteau, Phillip R.

Gurney, Mark and State Farm Insurance Company

Gustafson, Irwin J.

Haepp, Barbara and Donald

Harris, Crystal Marie

Hill, Clarence P.

Hoffman, Jean W. and Allstate Insurance Company

Illinois Bell Telephone Company

Jackson, Willie

Johnson, Shawanda Marie

Jones, Casey

Jones, Curtis and Allstate Insurance Company

Juzang, Mary

Kerker-Dunn, Melanie Corrine

Kraft, Luz Elva

Laramie North Currency Exchange, Inc. and State Farm Fire and Casualty Company

Lueck, Daniel

Mastrangelo, John

Nation Enterprise and Fireman's Fund Insurance Company

Niesterczuk, Maria

Nowicka-McLees, Bozena

O'Connor, Mary

Patel, Ramesh

Peano, John

Qualls, Eddie L.

Rachwal, Zdzislaw Z.

Reidy, Christine Marie

Rhee, Charlie

Richardson, James

Sebek, Daniel

Sims, Marvina

Smith, Belita

Smith, Joella and GEICO

Smith, Theresa

Smith, Victor

Spinelli, Maria and State Farm Insurance Company

Swanton, Janet and Allstate Insurance Company

The Peoples Gas Light and Coke Company (2)

Tracy, Michael

Vasilopulos, Bob D.

Wesley, Ira N. and Powers & Bigoness, P.C. (2)

Williams, Harold

Willis, Howard and Nettie

Wilwerding, Craig Lawrence and Allstate Insurance Company

Wright, Charles E.,

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Do Not Pass -- VARIOUS CONDOMINIUM REFUSE REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, Condominium Refuse Rebate Division, to which was referred on March 9, 1995 and on subsequent dates, sundry claims as follows:

Ward	Condo/Co-Op Name	Period	Date Submitted	Amount
5th	Dorchester Homes Realty Trust	1992-C	03-09-95	$ 1,716.00
5th	Dorchester Homes Realty Trust	1993-C	03-09-95	2,292.92
30th	4105 -- 4113 West Cullom Condo. Assn.	1993-C	03-09-95	1,452.00
42nd	368 West Huron Condo. Assn.	1993-C	03-09-95	740.00
42nd	540 Lake Shore Drive Condo. Assn.	1993-C	03-09-95	16,039.00
42nd	1540 North State Parkway Condo. Assn.	1993-C	03-09-95	2,125.00
49th	Navarra Condo. Assn.	1993-C	03-09-95	926.00

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Placed On File -- REPORT OF SETTLEMENT OF SUITS AGAINST CITY DURING MONTH OF MAY, 1995.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order transmitting a list of various cases in which judgments were entered or cases were settled during the month of May, 1995, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* 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 committee's recommendation was *Concurred In* and said list of cases was *Placed on File.*

Placed On File -- APPLICATIONS FOR CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

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

A. Holy Rock Outreach Ministries, Inc.
August 4 and 5, 1995 -- citywide; and

B. Vietnow Heartland Chapter
July 28 through July 30, 1995,
November 4 through November 6, 1995,
December 8 through December 11, 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 were *Placed on File.*

Action Deferred -- AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY AGREEMENT WITH SENIOR SUITES CHICAGO CENTRAL STATION LIMITED PARTNERSHIP FOR ACQUISITION OF PROPERTY AND CONSTRUCTION OF BUILDING AT 1400 -- 1412 SOUTH INDIANA AVENUE.

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

CHICAGO, July 13, 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 Senior Suites Chicago Central Station Limited Partnership for the acquisition of vacant land and construction of a new building located at 1400 -- 1412 South Indiana Avenue, in the amount of $5,148,097, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

WHEREAS, The City 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 from H.U.D. an allocation 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 Funds") 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 ("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 Senior Suites Chicago Central Station Limited Partnership, an Illinois limited partnership (the "Borrower"), of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole general partner, in an amount not to exceed $5,148,097 (the "Loan"), to be funded from HOME Funds, Corporate Funds and/or Program Income, as available, 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:			Senior Suites Chicago Central Station Limited Partnership, an Illinois limited partnership, with Senior Suites Chicago Corporation, an Illinois corporation, as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.
Project:			Acquisition of vacant land and construction of a new building to be located at 1400 -- 1412 South Indiana Avenue (the "Property") and of 96 dwelling units to be contained therein as studio and one-bedroom units for low- and moderate-income senior citizens.
Loan:	Source:		HOME Funds/Corporate Funds/Program Income.
	Amount:		Not to exceed $5,148,097.
	Term:		Not to exceed 32 years.
	Interest:		3% per annum.
	Security:		Non-recourse loan; second mortgage on the Property.
Additional Financing:	1.	Amount:	Not to exceed $1,100,000.
		Term:	30 years.
		Source:	Avondale Federal Savings Bank, or a financial institution acceptable to the Commissioner.

	Interest:	Adjustable rate, not to exceed 13% per annum.
	Security:	First mortgage on the Property.
2.	Low-Income Housing Tax Credits ("L.I.H.T.C.") Proceeds:	Approximately $2,387,231.
	Source:	To be derived from the syndication by the General Partner of $430,597 L.I.H.T.C. allocation by the City.
3.	Amount:	Approximately $960,000.
	Source:	Grant by the City of proceeds from the City's Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A, subject to City Council approval, or another source acceptable to the Commissioner.
4.	Amount:	$100.
	Source:	General Partner.

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 and remote readouts are not waived)

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Action Deferred -- AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH SENIOR SUITES CHICAGO CENTRAL STATION LIMITED PARTNERSHIP FOR ACQUISITION OF PROPERTY AND CONSTRUCTION OF BUILDING AT 1400 -- 1412 SOUTH INDIANA AVENUE.

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

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance authorizing the execution of a redevelopment agreement with Senior Suites Chicago Central Station Limited Partnership for the property located at 1400 -- 1412 South Indiana Avenue, 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, with Alderman Shaw dissenting.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

WHEREAS, Pursuant to an ordinance adopted by the City Council (the "City Council") of the City of Chicago (the "City") on November 28, 1990 and published at pages 25969 through 26005 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan for the Central Station Area Redevelopment Tax Increment Financing Project (the "Project Area") was adopted and approved; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 28, 1990 and published at pages 26006 through 26037 of the Journal of such date, the Project Area was designated as a redevelopment project area pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 28, 1990 and published at pages 26037 through 26049 of the Journal of such date, tax increment allocation financing was approved pursuant to the Act as a means of financing certain redevelopment costs in the Project Area; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 24, 1991 and published at pages 3401 through 3575 of the Journal of such date, the City Council authorized the issuance of City of Chicago, Illinois Tax Increment Allocation Bonds (Central Station Project), Series 1991A in the amount of $4,400,000 (the "Series 1991A Bonds"); and

WHEREAS, On November 1, 1991 the City issued the Series 1991A Bonds; and

WHEREAS, The Project Area was amended by an ordinance adopted by the City Council on August 3, 1994 and published at pages 54876 through 54930 in the Journal of such date (the "Expanded Project Area Ordinance"); and

WHEREAS, Pursuant to the Expanded Project Area Ordinance, on December 22, 1994 the City issued $23,000,000 of City of Chicago, Illinois Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A (the "Series 1994A Bonds") to retire the Series 1991A Bonds and to finance other redevelopment project costs in the Project Area; and

WHEREAS, Senior Suites Chicago Central Station Limited Partnership, an Illinois limited partnership ("Senior Suites") of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole general partner, intends to acquire an approximately 26,358 square foot vacant site (the "Site") located within the Project Area and construct thereon a six-story facility containing 96 dwelling units for low- and moderate-income senior citizens (the "Facility"); and

WHEREAS, Senior Suites has proposed to undertake the redevelopment of the Site pursuant to the terms and conditions of a redevelopment agreement to be executed by Senior Suites and the City, including but not limited to the acquisition of the Site, construction of the Facility and creation of jobs (the "Project"), to be financed in part by (i) a portion of the proceeds of the Series 1994A Bonds, (ii) a loan from the City's Department of Housing and (iii) additional financing to be obtained by Senior Suites which is the subject of a separate ordinance introduced to the City Council as of the date hereof; and

WHEREAS, Pursuant to Resolution 95-CDC-20 adopted by the Community Development Commission of the City of Chicago (the "C.D.C.") on May 19, 1995, C.D.C. authorized the City's Department of Planning and Development ("D.P.D.") to advertise, pursuant to Section 5/11-74.4(c) of the Act, its intention to negotiate a redevelopment agreement with Senior Suites for redevelopment of the Site and to request alternative proposals for the redevelopment of the Site; and

WHEREAS, D.P.D. advertised its intention to negotiate a redevelopment agreement with Senior Suites for the redevelopment of the Site, requested alternative proposals for the redevelopment of the Site, gave proper public notice of the Senior Suites proposal and provided reasonable opportunity for other persons to submit alternate proposals or bids; and

WHEREAS, Since no other responsive proposals were received by D.P.D. for the redevelopment of the Site at the conclusion of the advertising period, pursuant to Resolution 95-CDC-20, C.D.C. has recommended Senior Suites as the designated developer of the Site and that D.P.D. be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with Senior Suites for the Project and has authorized the Chairman of the C.D.C. to forward that recommendation to the City Council; 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. Senior Suites is hereby designated as the developer for the Project pursuant to Section 5/11-74.4 of the Act.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and/or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement with Senor Suites substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and

insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Senior Suites Chicago Central Station Limited Partnership

Redevelopment Agreement

By And Between

The City Of Chicago

And

Senior Suites Chicago Central Station Limited Partnership,

An Illinois Limited Partnership.

This Senior Suites Chicago Central Station Limited Partnership Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 1995, by and between the City of Chicago, an Illinois municipal corporation (the "City"), acting through its Department of Planning and Development ("D.P.D."), and Senior Suites Chicago Central Station Limited Partnership, an Illinois limited partnership, of which Senior Suites Chicago Corporation, an Illinois corporation, is the sole general partner (the "Developer").

Recitals.

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

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition), as amended from time to time (the "Act") to finance the redevelopment of blighted areas.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 28, 1990: (1) "An Ordinance of the City of Chicago, Illinois, Concerning the Approval of Tax Increment Redevelopment Plan for the Central Station Area Tax Increment Financing Project"; (2) "An Ordinance of the City of Chicago, Illinois, Concerning the Designation of the Central Station Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois, Concerning the Adoption of Tax Increment Allocation Financing for the Central Station Area Redevelopment Project" (collectively, the "T.I.F. Adoption Ordinance"), each as amended respectively by the following ordinances adopted on August 3, 1994; (1) "An Ordinance of the City of Chicago, Illinois, Concerning the Approval and Adoption of Tax Increment Redevelopment Project and Plan for the Near South Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois, Concerning the Designation of Near South Redevelopment Project Area as a Redevelopment Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois, Concerning the Authorization for Issuance of Tax Increment Allocation Bonds for Near South Redevelopment Project Area" (collectively with the T.I.F. Adoption Ordinance referred to herein as the "T.I.F. Ordinances"). The redevelopment project area (the "Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. The Project: The Developer intends to acquire (the "Acquisition") approximately 26,358 square feet of certain vacant property located within the Redevelopment Area at 1400 -- 1412 South Indiana Avenue, Chicago, Illinois 60605 and legally described on (Sub)Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete the construction of an approximately 71,586 square foot new building containing 96 dwelling units comprised of studio

and one-bedroom units (the "Facility") thereon. The Facility and related improvements (including but not limited to those T.I.F.-Funded Improvements as defined below and set forth on (Sub)Exhibit C) are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Near South Tax Increment Financing Redevelopment Project and Plan (formerly referred to as Amended Central Station Area Tax Increment Financing Project and Plan) (the "Redevelopment Plan") attached hereto as (Sub)Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, a portion of the City's Tax Increment Allocation Bonds (Near South Redevelopment Project), Series 1994A proceeds to pay for or reimburse the Developer for the costs of the T.I.F.-Funded Improvement pursuant to the terms and conditions of this Agreement. The advance of such proceeds to pay the cost of the T.I.F.-Funded Improvement shall constitute a grant by the City with respect to the Project and under no circumstances (except pursuant to Section 6.03(b) hereof) shall the Developer be required to repay such grant. The City's Department of Housing ("D.O.H.") administers the City's allocation of funds from the United States Department of Housing and Urban Development HOME Investment Partnership Program ("HOME Funds") and may have available certain funds in Corporate Fund No. 100 to be used as the local match of HOME Funds as required under the program ("Corporate Funds") and may have available certain program income funds derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds ("Program Income"). As of the date hereof, D.O.H. has made a loan to Senior Suites in an amount not to exceed $5,148,097 (the "D.O.H. Loan"), funded from HOME Funds, Corporate Funds and/or Program Income, as available for the Project. The D.O.H. Loan is to be secured by a mortgage on the Property and the Facility and other security interest in certain property (the "D.O.H. Collateral"). The D.P.D.-T.I.F. Funds shall not be secured by the D.O.H. Collateral or any other property of the Developer and shall in no way share or be deemed to share any interest in the D.O.H. Collateral or any other property of the Developer. The interest rate and the term of the D.O.H. Loan are substantially similar to the interest rate and terms of similar loans made by the City with D.O.H. funds.

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

Section 1.

Recitals.

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

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Certificate" shall mean the Certificate of Completion described in Section 6.01 hereof.

"City Fee" shall mean the fee described in Section 4.05.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto.

"Corporation Counsel" shall mean City's Office of Corporation Counsel.

"D.O.H. Loan" shall mean that certain loan of monies in an amount not to exceed $5,148,097 described in Section 4.01 hereof from D.O.H. pursuant to an ordinance adopted by the City Council.

"D.P.D.-T.I.F. Funds" shall mean the $960,000 described in Section 4.03 hereof.

"Employer(s)" shall have the meaning set forth in Section 9 hereof.

"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, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802,

et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) Executive Order 11738; (x) regulations of the United States Environmental Protection Agency (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.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing and the D.O.H. Loan) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns).

"Event of Default" shall have the meaning set forth in Section 14 hereof.

"Financial Statements" shall mean complete audited financial statements of the Developer or the general partner of the Developer as specified herein, prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any environmental law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the T.I.F. Ordinances and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Lender Financing" shall mean funds borrowed by the Developer from private lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01 hereof.

"M.B.E." and "M.B.E./W.B.E. Program" shall have the respective meanings given to such terms in Section 9.01 hereof.

"Near South Area T.I.F. Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"Partnership Agreement" shall mean that partnership agreement between Senior Suites Chicago Corporation and _____ dated _____, 1995 as amended and supplemented.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on (Sub)Exhibit E hereto.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit F, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3 (q) of the Act, as amended from time to time, which have been approved for the Redevelopment Area in the Redevelopment Plan

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Survey" shall mean a Class A plat of survey in the most recently revised form of A.L.T.A./A.C.S.M. land title survey of the Property dated within forty-five (45) days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing with the Closing Date and ending on the later of: (a) the date on which all T.I.F. Bonds, if any, evidencing tax increment financing under the Act secured in whole or in part by Incremental Taxes generated by the Project shall be redeemed; or (b) the date on which the City shall have been fully reimbursed from Incremental Taxes generated by this Project for amounts expended by the City for the T.I.F.-Funded Improvements; provided, however, that such period of time shall in no event be longer than the

period for which the Redevelopment Area is in effect (through and including November 28, 2018).

"T.I.F. Bonds" shall mean the City's Tax Increment Allocation Bonds (Near South Redevelopment Project) Series 1994A.

"T.I.F. Bond Proceeds" shall mean a portion of the funds from the T.I.F. Bonds.

"T.I.F.-Funded Improvements" shall mean the Acquisition of the Property which (i) qualifies as Redevelopment Project Costs, (ii) is an eligible cost under the Plan, and (iii) the City has agreed to pay for out of the D.P.D.-T.I.F. Funds, subject to the terms of this Agreement.

"Title Company" shall mean Near North National Title Corporation.

"Title Policy" shall mean a title insurance policy in the 1987 A.L.T.A. or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to any previously recorded liens against the Property related to Lender Financing, issued by the Title Company.

"W.B.E." shall have the meaning given to such term in Section 9.01 hereof.

Section 3.

The Project.

3.01 The Project.

With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications: (i) commence construction no later than August 31, 1995; and (ii) complete construction and conduct business operations thereon no later than October 31, 1996.

3.02 D.P.D. Approval Of Scope Drawings And Plans And Specifications.

(a) Plans and Specifications. The Scope Drawings and Plans and Specifications shall conform to the Redevelopment Plan as amended from time to time and all applicable federal, state and local laws, ordinances and regulations. The Developer has delivered the Scope Drawings to D.P.D. and D.P.D. has approved same. The Developer has or shall submit all such

documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

(b) Revisions. In the event D.P.D. rejects all or any portion of the Scope Drawings and/or Plans and Specifications as initially presented pursuant to Section 3.02(a), the Developer shall have fifteen (15) business days from the date the Developer is notified of such rejection to submit revised or corrected documents to D.P.D. for D.P.D.'s written approval.

3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget showing total costs for the Project in an amount not less than Nine Million Five Hundred Twenty-seven Thousand Four Hundred Twenty-eight Dollars ($9,527,428). The Developer hereby certifies to the City that (a) the D.P.D.-T.I.F. Funds, the D.O.H. Loan, Lender Financing and Equity described in Section 4.01 hereof, shall be sufficient to complete the Project; and (b) to the best of Developer's knowledge after diligent inquiry, the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to D.P.D. certified copies of any change orders approved by D.O.H. with respect to the Project Budget.

3.04 D.P.D. Approval.

Any approval granted by D.P.D. hereunder is for the purposes of this Agreement only and does not affect or constitute any approval required by D.O.H. or any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.05 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's other obligations to comply with any applicable laws. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to D.P.D.'s approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's bonding.

3.06 Progress Reports And Survey Updates.

Upon request, the Developer shall provide D.P.D. with written progress reports detailing the status of the Project, including a revised completion date, if necessary. The Developer shall provide three (3) copies of an updated survey to D.P.D. upon the request of D.P.D., D.O.H. or any lender providing Lender Financing, reflecting improvements made to the Property.

3.07 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.08 Signs And Public Relations.

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

3.09 Utility Connections.

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

3.10 Permit Fees.

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

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Nine Million Five Hundred Twenty-seven Thousand Four Hundred Twenty-eight Dollars ($9,527,428), to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (not less than)	$2,387,331
Lender Financing (not to exceed $1,100,000)	1,032,000
D.O.H. Loan (not to exceed)	5,148,097
D.P.D.-T.I.F. Funds (subject to Section 4.03)(not to exceed)	960,000
ESTIMATED TOTAL:	$9,527,428

4.02 Uses Of Other Funds.

Equity and/or Lender Financing may be used to pay any Project Cost, including but not limited to Redevelopment Project Costs. Proceeds of the D.O.H. Loan may be used to pay Project Costs in accordance with the provisions of the D.O.H. Loan documents.

4.03 D.P.D.-T.I.F. Funds.

(a) Uses of D.P.D.-T.I.F. Funds. D.P.D.-T.I.F. Funds may be used to pay directly, or reimburse the Developer for, costs of the Acquisition. (Sub)Exhibit C sets forth, by line item, the T.I.F.-Funded Improvement for the Project, and the maximum amount of costs that may be paid by or reimbursed from D.P.D.-T.I.F. Funds for the acquisition line item therein, contingent upon receipt by the City of documentation satisfactory in form and substance to D.P.D. evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of D.P.D.-T.I.F. Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to reserve T.I.F. Bond Proceeds in the amount of Nine Hundred Sixty Thousand Dollars ($960,000) which shall be the source of funds for the D.P.D.-T.I.F. Funds.

4.04 Purchase Of Property.

The purchase price of the Property, exclusive of transaction costs, in an amount not to exceed Nine Hundred Sixty Thousand Dollars ($960,000), shall be paid to the seller or reimbursed to the Developer from the D.P.D.-T.I.F. Funds on the Closing Date as a T.I.F.-Funded Improvement.

4.05 City Fee.

The City may allocate the sum of Sixty Thousand Dollars ($60,000) for payment of costs incurred by the City for the administration and monitoring of the Project. Such fee is not an obligation of the Developer and shall be paid out of Incremental Taxes.

4.06 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds D.P.D.-T.I.F. Funds available pursuant to Section 4.03 hereof, the Developer shall be solely responsible for such excess costs, and shall hold the City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of D.P.D.-T.I.F. Funds.

Section 5.

Conditions Precedent.

The following conditions shall be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 Project Budget.

The Developer shall have submitted to D.P.D., and D.P.D. shall have approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings And Plans And Specifications.

The Developer shall have submitted to D.P.D., and D.P.D. shall have approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

5.03 Financing.

The Developer shall have furnished proof reasonably acceptable to the City that the Developer has Equity and additional financing in the amounts set forth in Section 4.01 hereof as necessary to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer shall have furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with Equity and the D.O.H. Loan set forth in Section 4.01) to complete the Project.

5.04 Acquisition And Title.

On the Closing Date, the City shall disburse D.P.D.-T.I.F. Funds in an amount not to exceed Nine Hundred Sixty Thousand Dollars ($960,000) to pay for, in whole or in part, the cost to the Developer of the purchase price of the Property, and the Developer shall furnish the City with a certified copy of the Title Policy with respect to the Property, in at least the amount of the D.P.D.-T.I.F. Funds, showing the Developer as the named insured. The Title Policy shall be dated on the Closing Date and shall contain only those title exceptions listed as Permitted Liens on (Sub)Exhibit E hereto and shall evidence the recording of this Agreement pursuant to the provisions of Section 7.17 hereof. The Title Policy shall also contain such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive Number 1 endorsement and satisfactory endorsements regarding zoning 3.0 (with parking), contiguity, location, access and survey. The Developer shall provide to D.P.D., prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed to D.P.D.'s satisfaction by the Title Policy and any endorsements thereto.

5.05 Evidence Of Clean Title.

Not less than five (5) business days prior to the Closing Date, the Developer, at its own expense, shall have provided the City with current searches under the Developer's name (and the following Affiliates of the Developer: Senior Suites Chicago Corporation, William B. Kaplan and James B. Klutznick) as follows:

Secretary of State	U.C.C. search
Secretary of State	Federal tax search

Cook County Recorder	U.C.C. search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
United States District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.06 Surveys.

Not less than five (5) business days prior to the Closing Date, the Developer shall have furnished the City with three (3) copies of the Survey.

5.07 Insurance.

The Developer, at its own expense, shall have insured the Property in accordance with Section 11 hereof. At least five (5) business days prior to the Closing Date, certificates required pursuant to Section 11 hereof evidencing the required coverages shall have been delivered to D.P.D..

5.08 Opinion Of The Developer's Counsel.

On the Closing Date, the Developer shall furnish the City with an opinion of counsel, in form and substance acceptable to Corporation Counsel.

5.09 Financial Statements.

Not less than thirty (30) days prior to the Closing Date, the Developer's general partner shall have provided Financial Statements to D.P.D. for its 1994 fiscal year, and audited or unaudited interim financial statements.

5.10 Documentation.

The Developer shall have provided documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to current employment matters.

5.11 Environmental.

Not less than thirty (30) days prior to the Closing Date, the Developer shall have provided D.P.D. with copies of the following reports with respect to the Property: (i) that certain Phase I environmental audit addressed to the City and completed at the Developer's request; (ii) that certain report entitled Subsurface Exploration and Geotechnical Engineering Analysis (the "S.T.S. Report") prepared by S.T.S. Consultants, Ltd. ("S.T.S.") at the Developer's request; (iii) that certain Phase I and Phase II environmental audit completed with respect to the Property or a portion thereof by a previous owner of the Property. Based on the City's review thereof, the City may, in its sole discretion, require additional environmental audits and studies with respect to the Property prior to the Closing Date. The City reserves the right to terminate negotiations with respect to this Agreement if, in the City's view, such audits reveal the existence of material environmental problems. Prior to the Closing Date and at D.P.D.'s request, the Developer shall provide the City with a letter from S.T.S. regarding the S.T.S. Report, authorizing the City to rely on such report.

5.12 Partnership And General Partner Documents.

The Developer shall provide a copy of (a) its Partnership Agreement containing the original certification of the Secretary of State of Illinois; certificates of good standing from the Secretary of State of Illinois, and all other states in which the Developer is qualified to do business; and (b) Developer's general partner's articles of incorporation, bylaws, corporate resolution(s), certificate of good standing; a secretary's certificate in such form and substance as the Corporation Counsel may require and such other corporate documentation as the City may request.

5.13 Litigation.

The Developer shall provide to Corporation Counsel and D.P.D., at least ten (10) business days prior to the Closing Date, a description of all pending or threatened litigation or administrative proceedings involving the Developer and/or its general partner, specifying, in each case, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

Section 6.

Completion Of Project.

6.01 Certificate Of Completion.

Upon completion of the construction of the Project in accordance with the terms of this Agreement and after the final construction disbursement from that certain Escrow Agreement among the Developer, D.O.H., the lenders and the Title Company dated _____, 1995 detailing the total Project Budget, and upon the Developer's written request, D.P.D. shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. D.P.D. shall respond to the Developer's written request for a Certificate by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

6.02 Effect Of Issuance Of Certificate; Continuing Obligations.

The Certificate relates only to the completion of the Project and upon its issuance, the City will certify that the terms of this Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 7.02, 7.03, 7.07 and (Sub)Exhibit H as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 17.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

6.03 Failure To Complete.

If the Developer fails to complete the Project in accordance with the terms of the Agreement, then the City shall have, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement; and

(b) the right to seek reimbursement of the D.P.D.-T.I.F. Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of the T.I.F. Bonds.

6.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

Section 7.

Covenants/Representations/Warranties Of The Developer.

7.01 General.

The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of the disbursement of D.P.D.-T.I.F. Funds hereunder, that:

(a) the Developer is an Illinois limited partnership duly organized, validly existing, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary partnership action and does not and will not violate its Partnership Agreement, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property free and clear of all liens (except for the Permitted Liens);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer and/or its general partner as applicable, and there has been no adverse change in the assets, liabilities, results of operations or financial condition of the Developer or its general partner, as applicable, since the date of such entity's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of D.P.D.: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; and

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of D.P.D. and the Commissioner of D.O.H., allow the existence of any liens against the Property other than the Permitted Liens, or incur any indebtedness, secured or to be secured by the Property

or any fixtures now or hereafter attached thereto, except Lender Financing and the D.O.H. Loan disclosed in the Project Budget.

7.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and as amended pursuant to change orders approved by D.O.H., and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all (Sub)Exhibits attached hereto, the T.I.F. Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section 7.02 shall run with the land and be binding upon any transferee (subject to the provisions of Section 15(b) hereof with respect to mortgagees).

7.03 Affordable Housing Covenant.

The Developer agrees and covenants to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of that certain Regulatory Agreement executed by the Developer and D.O.H. as of the date hereof shall govern the terms of the Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

(a) The Facility shall be operated and maintained solely as residential rental housing for senior citizens.

(b) All of the units in the Facility shall be available for occupancy to and be occupied solely by one or more senior citizens qualifying as Low-Income Families (as defined below) upon initial occupancy.

(c) All of the units in the Facility shall have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low-Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualified as a Low-Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

(d) As used in this Section 7.03, the following terms shall have the following meanings:

(i) "Family" shall mean one or more individuals, whether or not related by blood or marriage; and

(ii) "Low-Income Families" shall mean Families 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 the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

(e) The covenants set forth in this Section 7.03 shall run with the land and be binding upon any transferee (subject to the provisions of Section 15(b) hereof with respect to mortgagees).

(f) The City and the Developer may enter into a separate agreement to implement the provisions of this Section 7.03.

7.04 Redevelopment Plan.

The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

7.05 Use Of D.P.D.-T.I.F. Funds.

D.P.D.-T.I.F Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the T.I.F.-Funded Improvements as provided in this Agreement.

7.06 Other Bonds.

The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any additional bonds in connection with the Project, the proceeds of which are to be used to reimburse the City for expenditures made in connection with the T.I.F.-Funded Improvement; provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

7.07 Job Creation And Retention.

Not less than five (5) full-time equivalent permanent jobs shall be created by the Developer at the Project within eighteen (18) months of the completion thereof, and retained through November 28, 2018. This covenant for job creation and retention shall run with the land and be binding upon any transferee (subject to the provisions of Section 15(b) hereof with respect to mortgagees).

7.08 Employment Opportunity.

The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 9 hereof.

7.09 Prevailing Wage.

The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor, to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 7.09.

7.10 Arms-Length Transactions.

Unless D.P.D. shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of D.P.D.-T.I.F. Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with the T.I.F.-Funded Improvement. The Developer shall provide information with respect to any entity to receive D.P.D.- T.I.F Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using D.P.D.- T.I.F Funds, or otherwise), upon D.P.D.'s request, prior to any such disbursement.

7.11 Conflict Of Interest.

The Developer represents and warrants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or

the Redevelopment Plan, or any consultant hired by the City, owns or controls (or has owned or controlled) any interest, or represents any person, as agent or otherwise, who owns or controls any interest, direct or indirect, in the Developer's business or the property described in (Sub)Exhibit B hereto; nor shall any such member, official, employee or consultant participate in any decision relating to the Developer's business which affects his or her interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

7.12 Disclosure Of Interest.

The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

7.13 Financial Statements.

The Developer shall obtain and provide to D.P.D. Financial Statements for the Developer's general partner's fiscal year ended 1995 and for the Developer each fiscal year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited Financial Statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

7.14 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 11 hereof.

7.15 Non-Governmental Charges.

Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided, however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question. The Developer shall have the right, before any delinquency occurs, (i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such

manner as shall stay the collection of the contested Non-Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify, or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 7.15); or (ii) at D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

7.16 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify D.P.D. of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

7.17 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

7.18 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or D.O.H. Loan. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

7.19 Conditional Provisions.

The covenants set forth in (Sub)Exhibit H hereto, in their entirety or selectively, will become effective at the sole option of the City and upon the City's receipt of an opinion from nationally recognized bond counsel that the effectiveness of those provisions will not adversely affect the tax-exempt status of the T.I.F. Bonds. In the event that the City exercises its option to make any covenant(s) in (Sub)Exhibit H effective, it shall so notify the Developer in accordance with Section 16 hereof.

7.20 Survival Of Covenants.

All warranties, representations, covenants and agreements of the Developer contained in this Section 7 and elsewhere in this Agreement shall be true, accurate, and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 6 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

Section 8.

Covenants/Representations/Warranties Of City.

8.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder and that D.P.D.-T.I.F. Funds are available as of the date hereof to perform such obligations in accordance with the terms of this Agreement, and shall remain available to fund the City's obligations hereunder as same become due.

8.02 Survival Of Covenants.

All warranties, representations, and covenants of the City contained in this Section 8 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section 9.

Developer's Employment Obligations.

Section 9.01 M.B.E./W.B.E. Compliance.

The Developer agrees for itself and, if necessary to meet the requirements set forth herein, shall contractually obligate its general contractor and shall contractually obligate the general contractor to obligate its subcontractors to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E. Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this Section 9.01, during the course of the Project, at least the following percentages of the aggregate hard construction costs (as set forth in the Project Budget) shall be expended for contract participation by minority-owned business enterprises ("M.B.E.s.")and by women-owned business enterprises ("W.B.E.s"):

(1) At least twenty-five percent (25%) by M.B.E.s.

(2) At least five percent (5%) by W.B.E.s.

(b) For purposes of this Section 9.01 only, the Developer and the general contractor shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago. In addition, the term "minority-owned business" or "M.B.E." shall mean a business enterprise identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority-owned business enterprise; and the term "women-owned business" or "W.B.E." shall mean a business enterprise identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment may be achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer) or by a joint

venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing a M.B.E. or a W.B.E. as the General Contractor (but only to the extent of any actual work performed on the Project by the general contractor), by subcontracting or causing the general contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this Section 9.01. The Developer or the general contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project.

(d) The Developer shall deliver quarterly reports to D.P.D. during the Project describing its efforts to achieve compliance with this M.B.E./W.B.E. commitment. Such reports shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist D.O.H. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. D.O.H. shall have access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(e) Upon the disqualification of any M.B.E. or W.B.E. general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540 of the Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this Section 9.01 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

Section 9.02 Employment Opportunities.

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate and cause its or their general contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to the Developer and during the period of any other such party's provision of services hereunder or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment on the basis of race, color, sex, age, religion, mental or physical disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, Municipal Code of Chicago, Chapter 2-160, Section 2-160-010, et seq., as amended from time to time (the "Human Rights Ordinance"). Each Employer will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) All solicitation or advertisement for employees placed by or on behalf of any Employer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income.

(c) Each Employer shall comply with federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1992), and any subsequent amendments and regulations promulgated pursuant thereto.

(d) The Developer, in order to demonstrate compliance with the terms of this section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Failure to comply with the employment obligations described in this Section 9 shall be a basis for the City to pursue remedies under the provisions of Section 14 hereof.

9.03 City Resident Construction Worker Employment Requirement.

The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate the other Employers, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total construction worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the site of the construction for the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer and the Employers shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.O.H. with a copy to D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

Developer and the Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioners of D.P.D. and D.O.H., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them.

Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least five (5) years after final acceptance of the work constituting the construction of the Project as evidenced by the Certificate.

At the direction of D.O.H. and D.P.D., affidavits and other supporting documentation will be required of Developer and the other Employers to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of each Employer to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

The willful falsification of statements and the certification of payroll data may subject the Developer and the other Employers or employees to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 12246", or other affirmative action required for equal opportunity under the provisions of this Agreement.

The Developer shall cause or require the provisions of this Section 9.03 to be included in all construction contracts and subcontracts related to the Project.

Each Employer will include the foregoing provisions in every contract entered into in connection with the Project, and will require the inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property so that such provisions will be binding upon each contractor or subcontractor or Affiliate, as the case may be.

Developer and the other Employers shall make a good faith effort to hire City residents for any other temporary or permanent job vacancies created by the development or use of the Facilities. The Developer shall submit reports to D.P.D. from time to time detailing its compliance with this provision within thirty (30) days after receipt of a written request from D.P.D. with respect thereto.

Section 10.

Environmental Matters.

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all (sub)exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, the T.I.F. Ordinances and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any Afffiliate of the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

Section 11.

Insurance.

The Developer shall procure and maintain, or cause to be procured and maintained, at its sole cost and expense, at all times throughout the Term of this Agreement and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Developer, the General Contractor or any subcontractor:

(a) Prior to Execution and Delivery of this Agreement: At least ten (10) business days prior to the execution of this Agreement, the

Developer shall procure and maintain or cause to be procured and maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees who are to provide a service under or in connection with this Agreement, and employer's liability coverage, with limits of not less than $100,000 for each accident or illness.

(ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations, independent contractors, cross liability, personal injury with no exclusion pertaining to employment and contractual obligations, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

(b) Construction: Prior to the construction of any portion of the Project, the Developer shall procure and maintain, or cause to be procured and maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois or any other applicable jurisdiction, covering all employees who are to provide a service under or in connection with this Agreement and employer's liability coverage with limits of not less than $500,000 for each accident or illness.

(ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Coverage extensions shall include the following: all premises and operations, products/completed operations (for a minimum of two (2) years following completion of construction of the Project) explosion, collapse, underground, independent contractors, cross liability, personal injury with no exclusion pertaining to employment and contractual obligations, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

(iii) Railroad Protective Liability Insurance.

When, in connection with this Agreement, any work is to be done adjacent to or on property owned by a railroad or public transit entity, the Developer shall procure and maintain, or cause to be procured and maintained, with respect to the operations that the Developer, the General Contractor or any subcontractor shall perform, Railroad Protective Liability Insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than $2,000,000 per occurrence, combined single limit, and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(iv) Automobile Liability Insurance.

When any motor vehicles (owned, leased, borrowed or otherwise) are used by the Developer, the General Contractor or any subcontractor for work to be performed in connection with this Agreement, the Developer shall procure and maintain, or cause to be procured and maintained, Comprehensive Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago

is to be named as an additional insured on a primary, non-contributory basis.

(v) All Risk Blanket Builder's Risk Insurance.

When the Developer, the General Contractor or any subcontractor undertakes any construction, including improvements, betterments, and/or repairs, the Developer, the General Contractor or any such subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, flood including surface water backup, and collapse. The City of Chicago shall be named as loss payee.

(vi) Professional Liability Insurance.

When any architects, engineers, construction managers or consultants of any kind perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions shall be maintained with limits of not less than $1,000,000. Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used in connection with this Agreement, Valuable Papers Insurance shall be maintained in an amount not to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such items.

(viii) Contractors' Pollution Liability Insurance.

When any environmental remediation work is undertaken by the Developer, the General Contractor or any subcontractor in connection with this Agreement,

Contractors' Pollution Liability Insurance shall be procured with limits of not less than $1,000,000 covering all construction and related work undertaken in connection with this Agreement. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis. The Developer, the General Contractor and any subcontractor shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's Regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

(c) Other Provisions.

(i) Delivery of certificates to City: At least five (5) business days prior to the Closing Date (unless otherwise specified) the Developer shall furnish the following certificates to D.P.D. at City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602:

Original certificates of insurance evidencing the required coverage, showing the City as a certificate holder and, if applicable, loss payee or additional insured, to be in force on the date of execution of this Agreement, and renewal certificates of insurance or other evidence of renewal, if the coverages have an expiration or renewal date occurring during the Term of the Agreement. Each certificate of insurance shall provide that the City is to be given sixty (60) days prior written notice in the event coverage is substantially changed, cancelled or not renewed; and

Original City of Chicago Insurance Certificates of Coverage Form (blank form to be obtained from D.P.D.).

The receipt of the required certificates by D.P.D. does not constitute an agreement by the City that the insurance requirements of this Agreement have been fully met or that the insurance policies indicated on the certificates are in compliance with all requirements hereunder. The failure of the City to receive such certificates or to receive certificates that fully conform to the requirements of this Agreement shall not be deemed to be a waiver by the City of any of the insurance requirements set forth therein.

(ii) Receipt by the Developer of policies or certificates: The Developer shall advise all insurers of the insurance requirements set forth in this Agreement, and the receipt by the Developer of policies or certificates that do not conform to these requirements shall not relieve the Developer of its obligation to provide the insurance as set forth in this Agreement or required by law. Failure to comply with the insurance provisions of this Agreement constitutes an Event of Default hereunder, and the City is entitled to exercise all remedies with respect thereto. The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liability and responsibilities specified within this Agreement or as required by law.

(iii) The Developer shall require the General Contractor and all subcontractors to carry the insurance required herein, or alternatively, the Developer may provide the coverage on behalf of the General Contractor or any subcontractor, and if so, the evidence of insurance submitted shall so stipulate.

(iv) The Developer agrees, and shall cause its insurers and the insurers of its General Contractor and each subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against the City.

(v) The limitations set forth in the indemnification provisions in Section 12 hereof, or any limitations on indemnities that may apply as a matter of law, shall in no way limit, reduce or otherwise affect the amounts or types of insurance required under this Agreement.

(vi) The Developer and not the City is responsible for meeting all of the insurance requirements under this Agreement and for the Project. Any insurance or self insurance programs maintained by the City shall apply in excess of and not contribute with insurance required to be provided by the Developer, General Contractor or any subcontractor under this Agreement.

Any and all deductibles or self-insured retentions on the required insurance coverages shall be borne by the Developer, General Contractor or subcontractor who is the insured under such policy, and shall not be borne by the City.

If the Developer, the General Contractor or any subcontractor desires additional coverage, higher limits of liability or other modifications for its own protection, such person or entity shall

be responsible for the acquisition and cost of such additional protection.

(vii) The City of Chicago Risk Management Department maintains the right to modify or delete the insurance requirements set forth in this Agreement so long as such action does not, without the Developer's prior written consent, increase such requirements beyond that which is reasonably customary at such time.

Section 12.

Indemnification.

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

Section 13.

Maintaining Records/Right To Inspect.

13.01 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative

of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

13.02 Inspection Rights.

Any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

Section 14.

Default And Remedies.

14.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Section 14.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any related agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts,

whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within thirty (30) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within thirty (30) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatisfied or undischarged and in effect for thirty (30) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an Event of Default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer or the death of any natural person who owns a material interest in the Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor).

For purposes of Sections 14.01 (i) and 14.01 (j) hereof, a person with a material interest in the Developer shall be one owning in excess of thirty-three percent (33%) of the Developer or its general partner.

14.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of D.P.D.-T.I.F. Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, secure injunctive relief or the specific performance of the agreements contained herein (subject to the provisions of Section 15 (b) hereof in the case of a mortgagee).

14.03 Curative Period.

In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to cure such default within twenty (20) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such twenty (20) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such twenty (20) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section 15.

Mortgaging Of The Project.

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit E hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing and the D.O.H. Loan) and are referred to herein as the "Existing Mortgages". Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage". The Existing Mortgage(s) and New Mortgage(s) are referred to herein collectively as the "Mortgage(s)", and the holder of any such Mortgage is referred to herein as a "Mortgagee". It is hereby agreed by and between the City and the Developer as follows:

(a) Acceptance of Assignment. In the event that any Mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 17.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for

all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of the "Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible.

(b) Non-acceptance of Assignment. In the event that any Mortgagee or other party succeeding to the Developer's interest in the Property or portion thereof does not expressly accept an assignment of the Developer's interest hereunder, such party shall be bound only by those provisions of this Agreement which are covenants expressly running with the land (being those covenants described at Sections 7.02, 7.03, 7.07 and (Sub)Exhibit H hereof). A Mortgagee (but no other party) may request relief from this requirement if, in such Mortgagee's view, some or all of such covenants constitute onerous or impractical encumbrances that will make it difficult or impossible for the Mortgagee to operate the Property or transfer the Property or portion thereof to a third party. The Commissioner of D.P.D. or her designee agrees to hear and consider such request for relief in light of all of the facts and circumstances, upon a presentation to D.P.D. by the Developer or Mortgagee of evidence or facts indicating that such encumbrances are onerous or impractical. Consideration of the requested relief shall not be unreasonably delayed or unreasonably denied.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 6 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of D.P.D..

Section 16.

Notice.

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

If To The City:	City of Chicago Department of Planning and Development Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies To:	City of Chicago Department of Housing 318 South Michigan Avenue Chicago, Illinois 60605 Attention: Commissioner
	City of Chicago Department of Law Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Finance and Economic Development Division
If To The Developer:	Senior Suites Chicago Central Station Limited Partnership Suite 100 5327 North Sheridan Road Chicago, Illinois 60640 Attention: William B. Kaplan
With Copies To:	Katten, Muchin & Zavis 525 West Monroe Street Chicago, Illinois 60606 Attention: Howard M. Richard, Esq.

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

Section 17.

Miscellaneous.

17.01 Amendment.

This Agreement and the (sub)exhibits attached hereto may not be amended without the prior written consent of the City.

17.02 Entire Agreement.

This Agreement (including each (sub)exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

17.03 Limitation Of Liability.

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

17.04 Further Assurances.

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

17.05 Waiver.

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

17.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a

waiver of any other remedies of such party unless specifically so provided herein.

17.07 Disclaimer.

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

17.08 Headings.

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

17.09 Counterparts.

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

17.10 Severability.

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

17.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances, such T.I.F. Ordinances shall prevail and control.

17.12 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 conflicts of law principles.

17.13 Form Of Documents.

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

17.14 Approval.

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

17.15 Assignment.

Prior to the issuance by the City to the Developer of a Certificate, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Notwithstanding the issuance of such Certificate, any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to (Sub)Exhibit H, Conditional Provisions or Real Estate Provisions and Section 7.19 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

17.16 Binding Effect.

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

17.17 Exhibits.

All of the (sub)exhibits attached hereto are hereby incorporated herein by reference.

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

Attest:

Senior Suites Chicago Central Station Limited Partnership, an Illinois limited partnership.

By: _____

Its: _____

By: Senior Suites Chicago Corporation, an Illinois corporation, its sole general partner.

By: _____

Its: _____

City of Chicago

By: _____
Commissioner,
Department of Planning and Development

State of Illinois)
) SS:
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that _____ and _____, personally known to me to be the _____ and _____ of Senior Suites Chicago Corporation, an Illinois corporation (the "Corporation") and the sole general partner of Senior Suites Chicago Central Station Limited Partnership, an Illinois limited partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the Board of Directors of the Corporation, as their free and voluntary act and as the free

and voluntary act of the Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 1995.

_____
Notary Public

My commission expires_____.

[Seal]

State of Illinois)
) SS:
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 199__.

_____
Notary Public

My commission expires_____.

[Seal]

[(Sub)Exhibit "F" referred to in this Redevelopment Agreement printed on page 4403 of this Journal.]

(Sub)Exhibits "A", "B", "C", "D", "E", "G" and "H" referred to in this Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To Redevelopment Agreement)

Redevelopment Area.

Redevelopment Project Area Description.

The boundaries of the Near South Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area") have been carefully drawn to include only those contiguous parcels of real property and improvements thereon substantially benefitted by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The boundaries are more specifically shown in Figure 1, Boundary Map, and more particularly described as follows:

those parts of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning on the west line of South Michigan Avenue, at the intersection of said line with the north line of East 11th Street, and running thence east along the eastward extension of said north line of East 11th Street to the easterly right-of-way line of South Columbus Drive; thence southwardly along said easterly right-of-way line to an intersection with the eastward extension of the aforesaid north line of East Roosevelt Road; thence east along said eastward extension of East Roosevelt Road to the easterly right-of-way line of the southbound lanes of South Lake Shore Drive; thence southwestwardly, southwardly and southeastwardly along the easterly right-of-way line of said southbound lanes of South Lake Shore Drive to an intersection with the eastwardly extension of a line which is 1,500 feet northerly from and parallel with the northerly line of the East 23rd Street viaduct structure; thence westwardly along said line which is 1,500 feet northerly from and parallel with the

northerly line of said East 23rd Street viaduct, to the westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line a distance of 1,625 feet, more or less, to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22, aforesaid; thence west along the north line of said Lot 1, and along said north line extended west a distance of 186 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue a distance of 84 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid; thence west along the south line of said Lot 5 a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20 foot wide alley; thence north along said east line of the 20 foot wide alley a distance of 92 feet, more or less, to the south line of East 16th Street; thence west along said south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,955.00 feet, more or less, to the point of beginning, in Cook County, Illinois.

Amendment -- April, 1994.

Section 2, Redevelopment Project Area Description, is amended to include the following legal description of the amended area:

a tract of land comprised of a part of each of Sections 15, 16, 21 and 22, all in Township 39 North, Range 14 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois, which tract of land is bounded and described as follows:

beginning at the intersection of the west line of South Michigan Avenue with the north line of East 11th Street, being also the southeast corner of Block 20 in the fractional Section 15 addition to Chicago and running thence east along the eastward extension of said north line of East 11th Street a distance of 130.00 feet, more or less, to the east line of South Michigan Avenue as improved and occupied; thence north along said east line of South Michigan Avenue to an intersection with the eastward extension of the north line of East 8th Street; thence west along said eastward extension and along the north line of East 8th Street to an intersection with the east line of South Wabash Avenue; thence north along said east line of South Wabash Avenue to an intersection with the south line of East Balbo Avenue; thence east along said south line of East Balbo Avenue and along the

eastward extension thereof to an intersection with said east line of South Michigan Avenue; thence north along the east line of South Michigan Avenue and along the northward extension of said east line to an intersection with the eastward extension of the north line of East Congress Parkway; thence west along said eastward extension and along the north line of East Congress Parkway to the intersection with the east line of South State Street; thence west along a straight line to an intersection with the west line of South State Street and the north line of West Congress Parkway; thence west along the north line of West Congress Parkway to an intersection with the northward extension of the west line of South Plymouth Court; thence south along said northward extension and along the west line of South Plymouth Court to an intersection with the westward extension of the south line of Lot 8 in C.L. & I. Harmon's Subdivision of Block 137 of School Section Addition to Chicago in Section 16 aforesaid; thence east along said westward extension and along the south line of said Lot 8 to an intersection with the west line of public alley, 12 feet wide, as opened by the City Council in said Block 137; thence south along the west line of said public alley and the southward extension thereof to an intersection with the south line of West Harrison Street; thence east along the south line of West Harrison Street to an intersection with the west line of South State Street, said intersection being also the northeast corner of Lot 1 in the subdivision of Block 136 of said School Section Addition to Chicago in Section 16; thence south along said west line of South State Street to an intersection with the westward extension of the south line of Sublot 2 of Lot 3 in Block 15 in Canal Trustees' Subdivision of lots in fractional Section 15 addition to Chicago; thence east along said westward extension and along said south line of Sublot 2 to an intersection with the west line of the strip of land, 30 feet wide, which runs north and south through said Block 15; thence south along said west line of the strip of land, 30 feet wide, to an intersection with the north line of East 8th Street; thence west along the north line of East 8th Street and along the westward extension thereof to an intersection with the west line of South State Street; thence south along the west line of South State Street to an intersection with the westward extension of the south line of East 21st Street; thence east along said westward extension and along said south line of East 21st Street to the northwest corner of Lot 1 in Block 28 in Curley's Subdivision of Block 28 of the Assessor's Division of the southwest fractional quarter of said Section 22; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Curley's Subdivision to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and the north line extended east of said south 25 feet of Lot 2 to the east line of South Wabash Avenue (said east line of South Wabash Avenue being the west line of Block 27 in Curley's Subdivision aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and north line extended east of said south 30 feet of Lot 19 to the

centerline of the north and south public alley, 12 feet wide, lying east of and adjoining said Lot 19; thence south along said north and south centerline to the centerline extended west of the east and west 25.8 foot wide public alley; thence east along said westward extension and along said centerline of the east and west 25.8 foot wide public alley, and also along the eastward extension thereof, to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line of Lot 6 in said Block 27 and along said north line extended east to the east line of South Michigan Avenue (said east line of South Michigan Avenue being also the west line of Block 26 in said Curley's Subdivision); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the south 25 feet of Lot 12 to the centerline of the north and south public alley, 18 feet wide in said Block 26; thence north along said centerline to the westward extension of the north line of Lot 3 in said Block 26; thence east along said westward extension and along the north line of said Lot 3 and also along the eastward extension thereof, to the east line of South Indiana Avenue (said east line of South Indiana Avenue being also the west line of Block 25 in said Curley's Subdivision); thence north along said east line of South Indiana Avenue to the north line of the south 10 feet of Lot 17 in Block 25 in said Curley's Subdivision; thence east along said north line of the south 10 feet of Lot 17 and along the eastward extension thereof to the east line of the north and south public alley, 18 feet wide in said Block 25; thence south along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line of the south 24.8 feet of Lot 3 and along the eastward extension thereof to the east line of South Prairie Avenue (said east line of South Prairie Avenue being the west line of Block 24 in Curley's Subdivision aforesaid); thence north along said east line of South Prairie Avenue to the south line of East 21st Street; thence east along the south line of East 21st Street and along the eastward extension thereof to an intersection with the east line of South Calumet Avenue; thence north along said east line of South Calumet Avenue, to an intersection with the original westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line to the northeast corner of Lot 1 in E.L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22 aforesaid; thence west along the north line of said Lot 1, and along said north line extended west, a distance of 186.00 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue, a distance of 84.00 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid; thence west along the south line of said Lot 5, a distance of 177 feet, more or less, to the point of intersection with a

line which is the east line of a 20.00 foot wide alley; thence north along said east line of said alley, a distance of 92.00 feet, more or less, to the south line of East 16th Street; thence west along the south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,459.00 feet, more or less, to an intersection with the north line of the south 10.00 feet of Sublot 1 of Lot 12 in Block 21 in Canal Trustee's Subdivision of lots in Fractional Section 15 Addition to Chicago; thence west along said north line of the south 10.00 feet of Sublot 1, a distance of 171.00 feet, more or less, to the east line of the public alley, 20.00 feet wide, in said Block 21; thence north along said east line, a distance of 350.00 feet, more or less, to the south line of original Lot 1 in Block 21 in the Fractional Section 15 Addition to Chicago; thence east along said south line, a distance of 171.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line and the northward extension thereof, a distance of 146.00 feet, more or less, to the point of beginning.

[Figure 1 referred to in this Redevelopment Project Area Description printed on page 4393 of this Journal.]

(Sub)Exhibit "B".
(To Redevelopment Agreement)

Property.

Lots 23, 24, 25, 26, 27 and 28 (except the north 7.50 feet of Lot 28) and together with the vacated alley described as follows:

beginning at the northwest corner of Lot 22; thence east along the north line of said Lot 22 to the east line of said Lot 22; thence south along the east line of said Lot 22, a distance of 18 feet; thence west along a line 18 feet south of and parallel with the north line of said Lot 22 to a point 42 feet east of the west line thereof; thence southwesterly along a line to a point on a line 5 feet south of and parallel with the north line of Lot 21, 30

feet east of the west line thereof; thence west along the last described line a distance of 30 feet to the west line of said Lot 21; thence north along the west line of said Lots 21 and 22 to the point of beginning, all in Block 15 in Herrington's Addition to Chicago, in Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(Sub)Exhibit "C".
(To Redevelopment Agreement)

T.I.F.-Funded Improvement.

Line Item	Cost
Acquisition Cost	$960,000
TOTAL:	$960,000

(Sub)Exhibit "D".
(To Redevelopment Agreement)

Redevelopment Plan
Near South Tax Increment Financing
Redevelopment Project And Plan.

(Formerly Referred To As Amended Central Station
Area Tax Increment Financing
Project And Plan)

City Of Chicago
Richard M. Daley, Mayor.

1.

Introduction.

Chicago's future and its continuing role as a world class city depends on its ability to build upon its strong assets while overcoming the threats and/or concerns relating to its future stability. Among Chicago's assets are: its beautiful lakefront setting; its magnificent system of parks, including Grant and Burnham Parks; its viable business center; its many institutions, museums, universities and art galleries; the North Michigan Avenue shopping facilities; McCormick Place and Navy Pier; and its extensive neighborhood and community based cultural and economic organizations.

There are real problems which threaten Chicago. These problems include, but are not limited to, a pattern of out-migration by both major and minor corporations to the suburbs and to other states; a loss of convention business to other cities and other countries; the perception of a high incidence of crime; imbalances in public transportation services within the greater central area which continues to expand outward from the historic "Loop" business district; aging infrastructure; and the need to revitalize deteriorating, underutilized and undeveloped areas of the City.

The City of Chicago, working with the State of Illinois, has initiated bold steps in an effort to overcome some of the aforementioned problems, including programs to improve Chicago's educational system so students will be able to find meaningful employment after graduation. Within the greater central area additional steps have been taken, including the creation of the Metropolitan Pier and Exposition Authority, with Navy Pier improvements and an active effort directed toward expansion of the McCormick Place Complex. Additional funding is being pursued by the City for planning and design of the Central Area Transit Circulator system (light rail transit system) to improve internal distribution and travel movements. A major redesign of the State Street Mall is planned, which, in conjunction with the new Harold Washington Library and other private developments along State Street will help revitalize this area.

Although the downtown and north and west sides of the central area have experienced dynamic new growth in office, hotel, entertainment and residential development, the near south area generally south of Roosevelt Road and east of Michigan Avenue continues to decline. The near south section of the greater central area is in significant need of revitalization and redevelopment. Recent studies have verified that the majority of the properties from 12th Street to 16th Street, and from Michigan Avenue to Indiana Avenue are characterized by deterioration and obsolescence and the area east of Indiana Avenue contains abandoned railroad yards which remain undeveloped.

The City of Chicago has long been aware of the redevelopment potential of the entire area. In 1919, the City Council adopted an ordinance which mandated the implementation of Daniel Burnham's 1909 plan for the area. More recent planning efforts which singled out the near south area include the 1972 Lakefront Plan and the 1973 Chicago 21 Plan. The plans put forth recommendations for the near south similar to those proposed in this redevelopment plan such as the extension of Roosevelt Road and various public transit improvements. In 1986, the Department of Planning prepared a special Near South Development Plan. The plan recognized the unique assets of the area and its potential to link the lakeshore and museum campus with a revitalized Near South neighborhood. The plan recommended roadway extensions at Roosevelt Road, 16th Street and McFetridge Drive.

In general, the plan called for business development which would create jobs in the area, residential development to stabilize the area and cultural and recreational improvements as well.

However, despite the existence of such ordinances and plans, the Central Station Area Redevelopment Project Area (hereinafter designated and defined as the "Redevelopment Project Area") has historically not been subject to growth and development through investment by private enterprise, and is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Tax Increment Financing Redevelopment Project and Plan and the substantial investment of public funds. Historically, private investment has not occurred to any major extent in the South Loop area except in those areas in which the City has made a substantial investment of public funds.

The City now has a very real opportunity to serve as a catalyst for the development of the Redevelopment Project Area, and has already begun taking steps in that direction. On March 1, 1990, the Chicago Plan Commission approved the Central Station Guidelines for Development (the "Central Station Guidelines") for an aggressive and comprehensive development of mostly vacant land located generally within the eastern portion of the Redevelopment Project Area. On April 6, 1990, the City Council approved the Central Station Planned Development Amendment to the Chicago Zoning Ordinance (the "Central Station Plan of Development") for parts of the land covered by the Guidelines. With the City's assistance and guidance, development of this portion of the Redevelopment Project Area will open the lakeshore to previously isolated neighborhoods, and will spearhead increased housing and business opportunities not only in the Redevelopment Project Area, but also within the Near South Loop area as a whole. The City must take an additional step to accomplish its development goals for the Redevelopment Project Area -- the City must adopt Tax Increment Financing to attract the private investment that is needed within the Redevelopment Project Area.

Tax Increment Financing.

In January, 1977, Tax Increment Financing ("T.I.F.") was made possible by the Illinois General Assembly through passage of the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "Act"). The Act is found in Illinois Revised Statutes, Chapter 24, Section 11-74.4-1, et seq., as amended. The Act provides a means for municipalities after the approval of a "redevelopment plan and project" to redevelop "blighted", "conservation" or "industrial park conservation" areas and to finance public redevelopment costs with incremental real estate tax revenues. Incremental real estate tax revenue ("tax increment revenue") is derived from the increase in the Equalized Assessed Valuation ("E.A.V.") of real property within the T.I.F. redevelopment area over and above the certified initial E.A.V. of the real property. Any increase in E.A.V. is then multiplied by the current tax rate which results in tax increment revenue. A decline in current E.A.V. does not result in a negative real estate tax increment.

To finance redevelopment costs a municipality may issue obligations secured by the anticipated tax increment revenue generated within the Redevelopment Project Area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax Increment Financing does not generate revenues by increasing tax rates; it generates revenues by allowing the municipality to capture, temporarily, new tax revenues resulting from redevelopment. Further, under Tax Increment Financing, all taxing districts continue to receive the tax revenue they received prior to redevelopment from property in the area. Moreover, taxing districts can receive distributions of excess increment when more tax increment revenue is received than is necessary to pay for expected redevelopment project costs and principal and interest obligations issued to pay such costs. Taxing districts also benefit from the increased property tax base after redevelopment project costs and obligations are paid.

The Central Station Area Tax Increment Redevelopment Plan And Project.

This Central Station Area Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private actions in the Redevelopment Project Area.

This Redevelopment Plan also specifically describes the Redevelopment Project Area and sets forth the blighting factors which qualify the

Redevelopment Project Area for designation as a blighted area as defined in the Act.

In addition to describing the objectives of redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives. The "Redevelopment Project" as used herein means any development project which may, from time to time, be undertaken to accomplish the objectives of the Redevelopment Plan.

The Redevelopment Project represents one of the most important economic opportunities available for the City of Chicago. By creating an environment for private development, Chicago will strengthen its tax base and establish an atmosphere that creates and retains jobs and a real alternative for companies that might otherwise move to the suburbs or out of state. At the same time, the long-standing objective to complete a southern edge to Grant Park can be accomplished. The museum campus area can be connected to the central business district and other areas of the City through suitable improvements to traffic patterns and the transportation system that serves these facilities and areas.

For the first time, direct linkage between the lakefront and the area south of Roosevelt Road can be planned and provided. The extraordinarily important McCormick Place facility can be expanded and integrated into the downtown area. The Redevelopment Project Area provides the vital connection for the museum campus and McCormick Place with the rest of the City.

The goal of the City of Chicago, however, is to ensure that the entire Redevelopment Project Area be redeveloped on a comprehensive and planned development basis in order to ensure that new development occurs:

1. On a coordinated rather than a piecemeal basis to ensure that the land-use, pedestrian access, vehicular circulation, parking, service and urban design systems will functionally come together, meeting modern-day principles and standards.

2. On a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated.

3. Within a reasonable and defined time period so that the area may contribute productively to the economic vitality of the City.

Redevelopment of the Redevelopment Project Area is one of the largest of its kind in the United States, and it presents challenges and opportunities commensurate with its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government. The adoption of this Redevelopment Plan will make possible the implementation of a comprehensive program for the redevelopment of

the Redevelopment Project Area. By means of public investment, the area will become a stable environment that will again attract private investment. Public investment will set the stage for the rebuilding of the area with private capital.

Public and private investment is possible only if tax increment financing is used pursuant to the terms of the Act. The revenue generated by the development will play a decisive role in encouraging private development. Conditions of blight that have precluded intensive private investment in the past will be eliminated. Through this Redevelopment Plan, the City of Chicago will serve as the central force for marshaling the assets and energies of the private sector for a unified cooperative public/private redevelopment effort. Implementation of this Redevelopment Plan will benefit the City, its neighborhoods and all the taxing districts which encompass the near south side in the form of a significantly expanded tax base, employment opportunities and a wide range of other benefits.

Amendment -- April, 1994.

Section 1, Introduction, is amended to include the following additional statements:

During the process of implementing the Central Station Area Redevelopment Project and Plan (the "Original Redevelopment Project and Plan"), it has become evident that changes in the boundaries of the Redevelopment Project Area (the "Original Redevelopment Project Area"), and in the development program are necessary in order to facilitate achievement of the purpose and objectives of the Original Redevelopment Project and Plan as adopted on November 28, 1990. The area to be added to the Original Redevelopment Project Area is referred to as the "Amended Area" and is generally bounded by Congress Parkway on the north; Michigan Avenue, Indiana Avenue and Calumet Avenue on the east; the Michigan-Cermak Redevelopment Tax Increment Financing Project on the south; and State Street on the west. The "Original Redevelopment Project Area" together with the "Amended Area" is renamed and hereinafter referred to as the "Near South Redevelopment Project Area". The Near South Redevelopment Project Area is geographically illustrated in Figure 1, Boundary Map.

The Amended Area consists of approximately 248.4 acres, encompassing thirty-eight full and partial city blocks, and various street and alley rights-of-way. This area contains vacant land, vacant and deteriorating buildings, numerous older and obsolete commercial and industrial buildings, underutilized sites and streets, sidewalks and alleys in a deteriorating condition.

This Amended Area is found to be eligible for designation as a "Blighted Area" pursuant to the definition contained within the Tax Increment Allocation Redevelopment Act of the State of Illinois, as supplemented and amended from time to time (the "Act"), to overcome conditions of blight and obsolescence and to improve the economic and physical well-being of the City.

The Amended Area initially developed without the benefit or guidance of overall community planning. The inclusion of the Amended Area is necessary to stimulate redevelopment of certain properties as well as make certain public infrastructure improvements to create and sustain a positive environment for private investment, thereby preventing the decline of properties within this area which may impair the growth of the tax base of taxing districts having taxing jurisdiction over the Amended Area.

The addition of the Amended Area to the Redevelopment Project Area will permit improved coordination of redevelopment/revitalization projects and related public infrastructure improvements for all projects within the Redevelopment Project Area. The Amended Area is physically and functionally related to other properties within the Redevelopment Project Area and will be substantially benefitted by the redevelopment project actions and improvements. The Amended Area functions as part of the greater Central Station Area which is included in the Original Redevelopment Project Area.

Timely and coordinated public and private investment within the Amended Area will be possible only if tax increment financing is adopted pursuant to the Act. The Amended Area includes only those contiguous parcels of real property and improvements thereon substantially benefitted by the Redevelopment Project.

Figure 1, Project Boundary Map, is revised to include the Amended Area.

2.

Redevelopment Project Area Description.

The boundaries of the Near South Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area") have been carefully drawn to include only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements to be undertaken as part of this Redevelopment Plan. The boundaries are more specifically shown in Figure 1, Boundary Map, and more particularly described as follows:

those parts of the southwest quarter of Fractional Section 15, the northwest quarter of Fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning on the west line of South Michigan Avenue, at the intersection of said line with the north line of East 11th Street, and running thence east along the eastward extension of the said north line of East 11th Street, to the easterly right-of-way line of South Columbus Drive; thence southwardly, along said easterly right-of-way line to an intersection with the eastward extension of the aforesaid north line of East Roosevelt Road; thence east along said eastward extension of East Roosevelt Road to the easterly right-of-way line of the southbound lanes of South Lake Shore Drive; thence southwestwardly, southwardly and southeastwardly along the easterly right-of-way line of said southbound lanes to an intersection with the eastwardly extension of a line which is 1,500 feet northerly from and parallel with the northerly line of the East 23rd Street viaduct structure; thence westwardly along said line which is 1,500 feet northerly from and parallel with the northerly line of said East 23rd Street viaduct, to the westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line a distance of 1,625 feet, more or less, to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22 aforesaid; thence west along the north line of said Lot 1, and along said north line extended west a distance of 186 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue a distance of 84 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid; thence west along the south line of said Lot 5 a distance of 177 feet, more less, to the point of intersection with a line which is the east line of a 20 foot wide alley; thence north along said east line of the 20 foot wide alley a distance of 92 feet, more or less, to the south line of East 16th Street; thence west along said south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,955.00 feet, more or less, to the point of beginning, in Cook County, Illinois.

Amendment -- April, 1994.

Section 2, Redevelopment Project Area Description, is amended to include the following legal description of the Amended Area:

a tract of land comprised of a part of each of Sections 15, 16, 21 and 22, all in Township 39 North, Range 14 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois, which tract of land is bounded and described as follows:

beginning at the intersection of the west line of South Michigan Avenue with the north line of East 11th Street, being also the southeast corner of Block 20 in the Fractional Section 15 Addition to Chicago and running thence east along the eastward extension of said north line of East 11th Street, a distance of 130.00 feet, more or less, to the east line of South Michigan Avenue as improved and occupied; thence north along said east line of South Michigan Avenue to an intersection with the eastward extension of the north line of East 8th Street; thence west along said eastward extension and along the north line of East 8th Street to an intersection with the east line of South Wabash Avenue; thence north along said east line of South Wabash Avenue to an intersection with the south line of East Balbo Avenue; thence east along said south line of East Balbo Avenue and along the eastward extension thereof to an intersection with said east line of South Michigan Avenue; thence north along the east line of South Michigan Avenue and along the northward extension of said east line to an intersection with the eastward extension of the north line of East Congress Parkway; thence west along said eastward extension and along the north line of said East Congress Parkway to the intersection with the east line of South State Street; thence west along a straight line to an intersection with the west line of South State Street and the north line of West Congress Parkway; thence west along the north line of West Congress Parkway to an intersection with the northward extension of the west line of South Plymouth Court; thence south along said northward extension and along the west line of South Plymouth Court to an intersection with the westward extension of the south line of Lot 8 in C. L. & I. Harmon's Subdivision of Block 137 of School Section Addition to Chicago in Section 16, aforesaid; thence east along said westward extension and along the south line of said Lot 8 to an intersection with the west line of the public alley, 12 feet wide as opened by City Council proceedings in said Block 137; thence south along the west line of said public alley and the southward extension thereof to an intersection with the south line of West Harrison Street; thence east along the south line of West Harrison Street to an intersection with the west line of South State Street, said intersection being also the northeast corner of Lot 1 in the subdivision of Block 136 of said School Section Addition to Chicago in Section 16; thence south along said west line of South State Street to an intersection with the westward extension of the south line of Sublot 2 of Lot 3 in Block 15 in Canal Trustees Subdivision of lots in Fractional Section 15

Addition to Chicago; thence east along said westward extension and along said south line of Sublot 2 to an intersection with the west line of the strip of land, 30 feet wide, which runs north and south through said Block 15; thence south along said west line of the strip of land, 30 feet wide, to an intersection with the north line of East 8th Street; thence west along the north line of East 8th Street and along the westward extension thereof to an intersection with the west line of South State Street; thence south along the west line of South State Street to an intersection with the westward extension of the south line of East 21st Street; thence east along said westward extension and along said south line of East 21st Street to the northwest corner of Lot 1 in Block 28 in Curley's Subdivision of Block 28 of the Assessor's Division of the southwest fractional quarter of said Section 22; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Curley's Subdivision to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and the north line extended east of said south 25 feet of Lot 2 to the east line of South Wabash Avenue (said east line of South Wabash Avenue being the west line of Block 27 in Curley's Subdivision, aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and the north line extended east of said south 30 feet of Lot 19 to the centerline of the north and south public alley, 12 feet wide, lying east of and adjoining said Lot 19; thence south along said north and south center line to the centerline extended west of the east and west 25.8 foot wide public alley; thence east along said westward extension and along said centerline of the east and west 25.8 foot wide public alley, and also along the eastward extension thereof, to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line of Lot 6 in said Block 27 and along said north line extended east to the east line of South Michigan Avenue (said east line of South Michigan Avenue being also the west line of Block 26 in said Curley's Subdivision); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the south 25 feet of Lot 12 to the centerline of the north and south public alley, 18 feet wide in said Block 26; thence north along said centerline to the westward extension of the north line of Lot 3 in said Block 26; thence east along said westward extension and along the north line of said Lot 3 and also along the eastward extension thereof, to the east line of South Indiana Avenue (said east line of South Indiana Avenue, being also the west line of Block 25 in said Curley's Subdivision); thence north along said east line of South Indiana Avenue to the north line of the south 10 feet of Lot 17 in Block 25 in said Curley's Subdivision; thence east along said north line of the south 10 feet of Lot 17 and along the eastward extension thereof to the east line of the north and south public alley, 18 feet wide in said Block 25; thence

south along said east line to the north line of the south 24.8 feet of Lot 3 in said Block 25; thence east along said north line of the south 24.8 feet of Lot 3 and along the eastward extension thereof to the east line of South Prairie Avenue (said east line of South Prairie Avenue, being the west line of Block 24 in Curley's Subdivision, aforesaid); thence north along said east line of South Prairie Avenue to the south line of East 21st Street; thence east along the south line of East 21st Street and along the eastward extension thereof to an intersection with the east line of South Calumet Avenue; thence north along said east line of South Calumet Avenue to an intersection with the original westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22, aforesaid; thence west along the north line of said Lot 1, and along said north line extended west, a distance of 186.00 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue a distance of 84.00 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago aforesaid; thence west along the south line of said Lot 5 a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20.00 foot wide alley; thence north along said east line of said alley, a distance of 92.00 feet, more or less, to the south line of East 16th Street; thence west along the south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line of South Michigan Avenue, a distance of 1,459.00 feet, more or less, to an intersection with the north line of the south 10.00 feet of Sublot 1 of Lot 12 in Block 21 in Canal Trustee's Subdivision of lots in Fractional Section 15 Addition to Chicago; thence west along said north line of the south 10.00 feet of Sublot 1, a distance of 171.00 feet, more or less, to the east line of the public alley 20.00 feet wide, in said Block 21; thence north along said east line, a distance of 350.00 feet, more or less, to the south line of original Lot 1 in Block 21 in the Fractional Section 15 Addition to Chicago; thence east along said south line, a distance of 171.00 feet, more or less, to the west line of South Michigan Avenue; thence north along said west line and the northward extension thereof, a distance of 146.00 feet, more or less, to the point of beginning.

3.

Redevelopment Project Area Goals And Policies.

Managed growth in the form of investment in new development and facilities is essential in the Redevelopment Project Area. Redevelopment efforts in the Redevelopment Project Area will strengthen the entire City through environmental improvements, increased tax base and additional employment opportunities.

The Act encourages the public and private sectors to work together to address and solve the problems of urban growth and development. The joint effort between the City and the private sector to redevelop parts of the Redevelopment Project Area will receive significant support from the financing methods made available by the Act.

This section of the Redevelopment Plan identifies the goals and policies of the City for the Redevelopment Project Area. A later section of this Redevelopment Plan identifies the more specific program which the City plans to undertake in achieving the redevelopment goals and policies which have been identified.

General Goals:

- Provide infrastructure improvements within the Redevelopment Project Area.
- Encourage commercial and industrial development by eliminating the influences and the manifestations of physical and economic deterioration and obsolescence within the Redevelopment Project Area.
- Provide sound economic development in the Redevelopment Project Area.
- Revitalize the Redevelopment Project Area to establish it as an important activity center contributing to the regional and national focus of the central business district.
- Create an environment within the Redevelopment Project Area which will contribute to the health, safety, and general welfare of the City, and preserve or enhance the value of properties adjacent to the Redevelopment Project Area.
- Provide an increased sales tax basis for the City of Chicago, the State of Illinois and other taxing districts extending into the Redevelopment Project Area.

Policies:

-- Encourage a mixture of uses and scales of development that provide a transition from higher densities found in the Loop to the lower densities of the Near South Side.

-- Expand the residential population of the Near South Side and encourage housing types that accommodate a diverse economic and social mix of residents.

-- Provide better access between the South and Near South Sides and the downtown and lakefront through creation of better and more frequent east/west and north/south links.

-- Extend the public features of Chicago's historic boulevard system along Michigan and Indiana Avenues.

-- Accommodate the reconstruction of Lake Shore Drive as a two-way parkway on the west side of the Field Museum, with an ample landscaped edge.

-- Design an internal street network that is clear, direct, and easily accessible to the public.

-- Design a street and block plan which integrates the Near South Side with the lakefront.

-- Complete the south end of Grant Park.

-- Apply the policies of the *Lakefront Plan of Chicago.*

-- Provide formal open spaces that relate to Grant Park and Burnham Park and are connected by the pedestrian street network.

-- Provide sufficient parks and recreational areas related to the needs of new Near South Side residents.

-- Promote a quality, attractive environment compatible with the museum complex in Burnham Park, provide greater access to Burnham Park from downtown and the community to the west, and enhance the park setting of the museums.

-- Present active and appropriately designed edges to the communities on all sides, especially towards Grant Park, Lake Shore Drive, and Michigan Avenue.

-- Respect the prominent architectural quality of the museum complex in Burnham Park and the Michigan Avenue streetwalls.

-- Enhance the Prairie Avenue Historic District by improving the accessibility and image of the surrounding community and by creating connections between the District and the Burnham Park museum complex.

-- Protect and frame important views and vistas through the site.

-- Encourage active, landscaped pedestrian-oriented streets.

-- Encourage a predominate use of public transportation and improve public transportation services to the Central Station site and the surrounding community.

-- Promote the development of a Central Area Transit Circulator system connecting the downtown with McCormick Place and the museums.

-- Provide adequate facilities for circulation within and through the site for pedestrians, public transit, and private vehicles.

-- Promote development which employs the most efficient use of energy resources.

-- Ensure provision of associated parks, open spaces and public facilities on a schedule coordinated with the pace of private development.

-- Promote the design and construction of public infrastructure which encourages quality development.

-- Give funding and scheduling priority to improvements which provide the greatest benefit to the general public.

Amendment -- April, 1994.

Section 3, Redevelopment Project Area Goals and Policies, is amended to include the following additional policies:

-- Maintain the Michigan Avenue "streetwall" by encouraging infill developments that are compatible with the architectural character and heights of existing structures.

-- Encourage the rehabilitation or conversion of vacant buildings into residential, commercial and arts/cultural space within the Prairie Avenue area. Support the concept of the Arts District as a catalyst for future mixed-use developments.

4.

Blighted Area Conditions Existing In The Redevelopment Project Area.

The Redevelopment Project Area includes improved areas and vacant areas as defined in the Act.

Within the improved portion of the area it must be demonstrated that because of the combination of five or more of the factors described in the Act, the area is detrimental to the public safety, health, morals or welfare. Based upon surveys, inspections and analysis of the area, the Redevelopment Project Area qualifies for designation as a "blighted area" as defined by the Act.

-- Of the fourteen factors set forth in the Act for improved areas, ten are present in the area.

Within the vacant portion of the area it must be demonstrated that the sound growth of the taxing districts is impaired by at least one of the seven factors described in the Act.

-- The vacant land area qualifies for designation as a "blighted area" on the basis that the area consists of unused railyards, rail tracks or railroad rights-of-way.

The factors present are reasonably distributed throughout the area.

All blocks within the area show the presence of blight factors.

The Redevelopment Project Area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

A separate report titled Central Station Area Redevelopment Project -- T.I.F Area Eligibility Report describes in detail the surveys and analysis undertaken and the basis for the finding that the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. The factors listed below and shown in Figure 2, Summary of Blight Factors, are present in the Redevelopment Project Area.

Improved Area Factors.

The improved area includes all of the blocks located west of Indiana Avenue and the railroad property currently operated by METRA and located along the eastern edge of the project area, adjacent to Lake Shore Drive.

1. Age.

Age as a factor is present to a major extent throughout the improved blocks. Of the seventeen (17) total buildings in the improved area, sixteen (16) ninety-four percent (94%) are thirty-five (35) years of age or older.

2. Dilapidation.

Dilapidation as a factor is present to a major extent in one block, and to a limited extent in one block. Dilapidation includes four (4) buildings that are in a structurally substandard condition.

3. Obsolescence.

Obsolescence as a factor is present to a major extent throughout the improved area. Conditions contributing to this factor include obsolete buildings and obsolete platting. Eight (8) buildings are characterized by obsolescence, of which three (3) are vacant and three (3) are partially vacant.

4. Deterioration.

Deterioration as a factor is present to a major extent throughout the improved area. Conditions contributing to this factor include deteriorating structures, deteriorating off-street parking and storage areas and site surface areas, and deteriorating alleys, street pavements, curbs, gutters, sidewalks and the Indiana Avenue viaduct. Thirteen (13) of the seventeen (17) buildings are characterized by deterioration.

5. Existence Of Structures Below Minimum Code.

Existence of structures below minimum code standards is present to a major extent in one (1) block and to a limited extent in one (1) block. Structures below minimum code include all structures in deteriorating or dilapidated condition which are below the City's code standards for existing buildings.

6. Excessive Vacancies.

Excessive vacancies as a factor is present to a major extent in one (1) block and to a limited extent in one (1) block. Three (3) buildings contain vacant floors and three (3) buildings are entirely vacant.

7. Excessive Land Coverage.

Excessive land coverage as a factor is present to a major extent in one (1) block of the area. Conditions contributing to this factor include parcels where buildings cover more than sixty percent (60%) of their respective sites, restricting provisions for off-street parking, loading and service. A total of twelve (12) building sites are impacted by this factor.

8. Deleterious Land-Use or Layout.

Deleterious land-use or layout is present to a major extent in two (2) of the three (3) blocks of the improved area. Conditions contributing to this factor include parcels of limited size. Twenty-six (26) of the parcels within the Redevelopment Project Area exhibit this factor.

9. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent throughout the improved area. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and storage areas and site improvements including streets, alleys, walks, curbs, gutters and one (1) viaduct.

10. Lack Of Community Planning.

Lack of community planning is present to a major extent throughout the improved area. Conditions contributing to this factor include incompatible land-use relationships, parcels of inadequate size or irregular shape for contemporary development in accordance with current day needs and standards, and the lack of reasonable development controls for building setbacks, off-street parking and loading.

Vacant Area Factors.

The vacant land area is located east of Indiana Avenue from 11th Place to approximately 16th Street and west of the railroad property used for the Illinois Central METRA commuter service. This vacant area consists of unused railyards, rail tracks or railroad rights-of-way. It is the former location of active rail lines and numerous railroad-related uses, including an office building, passenger terminal, train sheds, round houses, machine shops, baggage room, power house and miscellaneous support buildings. All of the buildings and tracks have been abandoned and the buildings demolished.

Amendment -- April, 1994.

Section 4, Blighted Area Conditions Existing In the Redevelopment Project Area, is amended to add the following description of blighted conditions in the Amended Area:

The purpose of this section is to describe the conditions that exist within the Amended Area which qualify the Amended Area for designation as a "blighted area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act (the "Act"). The Act is found in Illinois Revised Statutes, Chapter 24, Section 11-74. 4-1, et seq., as amended.

A report entitled Tax Increment Redevelopment Project Eligibility Report For The Central Station Area was prepared for the City of Chicago in July, 1990 by Trkla, Pettigrew, Allen & Payne, Inc.. Studies and analysis completed in 1990, and documented as part of the Eligibility Report, provided the basis for a finding by the City of Chicago that the Original Redevelopment Project Area of approximately 127 acres qualified for designation as a "blighted area" as defined in the Act.

The Amended Area contains approximately two hundred forty-eight and four-tenths (248.4) acres, including approximately ninety-two and six-tenths (92.6) acres of street and alley rights-of-way, and approximately one hundred fifty-five and nine-tenths (155.9) acres of parcels within thirty-eight (38) blocks located in the Amended Area. The Amended Area is located immediately west of the Original Redevelopment Project Area, and is generally bounded on the north by Congress Parkway, on the south by 21st Street, on the west by State Street, and on the east by Michigan Avenue (between Congress Parkway and 14th Street), Indiana Avenue (between 14th and 16th Streets), and the Illinois Central Railroad right-of-way (between 16th and Cullerton Streets).

The Amended Area is an improved area for the purpose of determining eligibility as defined in the Act. Within an improved area it must be

demonstrated that because of the combination of five (5) or more of the factors described in the Act, the area is detrimental to the public safety, health, morals or welfare.

While it may be concluded that the mere presence of the minimum number of stated factors is sufficient to make a finding of blight, the following evaluation was made on the basis that the blighting factors must be present to an extent which would lead reasonable persons to conclude that public intervention is appropriate or necessary. Secondly, the distribution of blighting factors throughout the study area must be reasonable so that basically good areas are not arbitrarily found to be blighted simply because of their proximity to areas which are blighted.

On the basis of this approach, all or any part of the Amended Area is found to be eligible within the definition set forth in the Act. Specifically:

-- Of the fourteen (14) factors set forth in the Act for improved areas, ten (10) are present in the Amended Area.

-- The blight factors which are present are reasonably distributed throughout the Amended Area.

-- All blocks within the Amended Area show the presence of blight factors.

-- The Amended Area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

The blight factors present in the Amended Area are indicated below. It should be noted that the definitions of blight factors listed below are the same as set forth in the Central Station Tax Increment Redevelopment Project Eligibility Report prepared in July, 1990 by T.P.A.P. for the purpose of determining the eligibility of the Original Redevelopment Project Area.

The following blighting factors are present in the Amended Area:

1. Age.

Age as a factor is present to a major extent. Fifty percent (50%) or more of the buildings are thirty-five (35) years of age or older in thirty-four (34) of the thirty-eight (38) blocks that comprise the Amended Area.

2. Dilapidation.

Dilapidation is present to a limited extent. Of two hundred ninety-seven (297) buildings within the Amended Area, twenty-five (25) or eight point four percent (8.4%) are dilapidated.

3. Obsolescence.

Obsolescence as a factor is present to a major extent. Characteristics include obsolete platting, obsolete parcels and obsolete buildings.

4. Deterioration.

Deterioration as a factor is present to a major extent throughout the Amended Area. Contributing to this factor include deteriorating structures, deteriorating off-street parking and storage areas, and deteriorating street surfaces, curbs, gutters, and alleys. Of the total two hundred ninety-seven (297) buildings, two hundred thirteen (213), or seventy-two percent (72%), evidence varying degrees of deterioration.

5. Existence Of Structures Below Minimum Code.

Existence of structures below minimum code standards is present to a moderate extent. Advanced defects in thirty percent (30%) of the buildings are below the City's maintenance and other codes for existing buildings.

6. Excessive Vacancies.

Excessive vacancies as a factor is present to a major extent in twenty-one (21) blocks and to a moderate extent in eleven (11) of the thirty-eight (38) blocks.

7. Excessive Land Coverage.

Excessive land coverage is present to a major extent affecting close to seventy-nine percent (79%) of the buildings within the Amended Area.

8. Deleterious Land-Use Or Layout.

Deleterious land-use or layout is present to a major extent throughout the Amended Area. Conditions contributing to this factor include parcels of limited narrow size, parcels of irregular shape and incompatible uses.

9. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present to a major extent. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking and surface storage areas and site improvements, including streets, alleys, curbs and sidewalks.

10. Lack Of Community Planning.

Lack of community planning is present to a major extent throughout the Amended Area. Conditions contributing to this factor include parcels of inadequate size or irregular shape for contemporary development in accordance with current day needs and standards, the existence of incompatible or mixed land-uses and the lack of reasonable development controls for building setbacks and off-street parking. Additionally, the Amended Area developed without the benefit of community planning guidelines and standards.

Figure 2, Distribution Of Blight Factors By Block, is revised to include the Amended Area.

The analysis above is based upon data assembled by representatives of the City and surveys and analyses conducted by Trkla, Pettigrew, Allen & Payne, Inc.. The surveys and analyses conducted include:

1. exterior survey of the condition and use of each building;

2. field survey of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;

3. analysis of existing uses and their relationships;

4. comparison of current land use to current zoning ordinance and the current zoning map;

5. comparison of surveyed buildings to property maintenance and other codes of the City;

6. analysis of original and current platting and building size and layout;

7. analysis of building floor area and site coverage; and

8. review of previously prepared plans, studies and data.

5.

Near South Tax Increment Financing Redevelopment Project.

This section presents the overall program to be undertaken by the City of Chicago or by private developers acting under redevelopment agreements with the City. It includes a description of redevelopment plan and project objectives, a description of redevelopment activities, a general land-use plan, estimated redevelopment project costs, a description of sources of funds to pay redevelopment project costs, a description of obligations that may be issued, identification of the most recent equalized assessed valuation of properties in the Redevelopment Project Area, and an estimate of anticipated equalized assessed valuation.

In the event the City determines that implementation of certain activities or improvements is not feasible, the City may reduce the scope of the overall program and Redevelopment Project.

Redevelopment Objectives:

-- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a blighted area. Section 4 of this Redevelopment Plan, Blighted Area Conditions Existing in the Redevelopment Project Area, describes existing blighting conditions.

-- Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values, and job opportunities.

-- Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with contemporary development needs and standards.

-- Create an environment which stimulates private investment in new construction, expansion, and rehabilitation.

- Achieve development which is integrated both functionally and aesthetically with nearby existing development, and which contains a complementary mix of uses.

- Encourage a high-quality appearance of buildings, rights-of-way, and open spaces, and encourage high standards of design.

- Provide sites for needed public improvements or facilities in proper relationship to the projected demand for such facilities and in accordance with accepted design criteria for such facilities.

- Provide needed incentives to encourage a broad range of improvements in both rehabilitation and new development efforts.

- Encourage the participation of minorities and women in professional and investment opportunities involved in the development of the Redevelopment Project Area.

- Implement and achieve the Redevelopment Project Area Goals and Policies as set forth in Section 3 of this Redevelopment Plan.

Redevelopment Plan And Project Activities.

The City proposes to achieve its redevelopment goals, policies and objectives for the Redevelopment Project through public financing techniques, including tax increment financing and by undertaking some or all of the following actions:

1. Property Acquisition, Site Preparation, Demolition And Relocation.

   Property acquisition and land assembly by private sector for redevelopment in accordance with this Redevelopment Plan will be encouraged. To achieve the renewal of the Redevelopment Project Area, property identified in Development Program, Figure 3, attached hereto and made a part hereof, may be acquired by purchase, exchange or long-term lease by the City of Chicago and cleared of all improvements and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements or recreational facilities. The City may determine that to meet the goals, policies or objectives of this Redevelopment Plan property may be acquired where: (a) the current use of the property is not permitted under this Redevelopment Plan; (b) the exclusion of the property from acquisition would have a detrimental effect on the disposition and development of adjacent and nearby property; or (c) the owner or owners are unwilling or unable to conform the property to the land-use and development objectives

of this Redevelopment Plan. Further, the City may require written redevelopment agreements with developers before acquiring any properties.

Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods and so that the adverse effects of clearance activities may be minimized. Clearance and demolition activities will include demolition of buildings, breaking-up and removal of old foundations, excavation and removal of soil and other materials to create suitable sites for new development and to provide for storm drainage.

Active businesses and other occupants that are displaced by the public acquisition of property will be relocated and may be provided with assistance payments and advisory services.

As an incidental but necessary part of the redevelopment process, the City may devote property which it has acquired to temporary uses until such property is scheduled for disposition and redevelopment.

Acquisition activities include acquisition of property (1) to accommodate the realignment of Lake Shore Drive and to make improvements to other thoroughfares, (2) to permit the more efficient construction of infrastructure over the METRA tracks, (3) to provide a site for a district heating/cooling plant, if appropriate, and (4) to provide for additional property acquisition in support of private development proposals. Further, demolition of structures (including railroad structures) and protection/relocation of existing utilities and freight tunnels is contemplated. Relocation services in conjunction with property acquisition will be provided in accordance with City policy.

2. Provision Of Public Improvements.

Adequate public improvements and facilities will be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to the following:

a. Roadways And Related Improvements.

A range of individual roadway improvement projects from repair and resurfacing through construction of new roads on structures in air rights will be undertaken. Public

sewers, water lines, and City electrical service for lighting and signals are to be upgraded or installed new in each improved roadway segment as needed. The complexities and constraints associated with roadway construction in air rights over an operating railroad have been taken into account in estimating costs. The principal roadways affected are Columbus Drive, Roosevelt Road, Indiana Avenue, 13th Street, 14th Street, 15th Street, as well as segments of other streets. Virtually all of these improvements are anticipated in the Central Station Guidelines.

b. Special Utility Improvement.

Construction of a substantial storm sewer is planned for a 16th Street alignment to extend from Lake Shore Drive west through the Redevelopment Project Area to the Chicago River. This sewer will provide relief to the combined sewer system serving the area, reduce or eliminate flooding in the area, and will have capacity to drain storm water on Lake Shore Drive in the vicinity of the Redevelopment Project Area.

c. Parks And Open Space.

Construction of both parks and open spaces will be undertaken. McFetridge Park at 14th/Indiana, and a portion of the addition to Grant Park on the north side of Roosevelt Road will be built. These improvements are anticipated in the Central Station Guidelines.

3. Job Training And Related Educational Programs.

Separate or combined programs designed to increase the skills of the labor force to take advantage of the employment opportunities within the Redevelopment Project Area will be implemented. This will be particularly important in conjunction with development of international trade operations and related services.

4. Analysis, Administration, Studies, Surveys, Legal, Et Al.

Activities include the long-term management of the T.I.F. Program as well as the costs of establishing the Program and designing its components.

5. Redevelopment Agreements.

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

Amendment -- April, 1994.

Redevelopment Plan and Project Activities contained in Section 5 are amended to add the following:

Redevelopment Project and Plan Activities are expanded to include: resurfacing or reconstruction of all existing street pavement which is currently in a deteriorating condition; repair or reconstruction of all deteriorating curbs and gutters; replacement or reconstruction of sidewalks as part of a comprehensive streetscape/pedestrian walkway system for major parts of the Amended Area; coordination and implementation of transit station and structure improvements with other public and private improvement projects, rehabilitation of existing buildings, and allowance for interest cost incurred by redevelopers as provided for in the Act.

Figure 3, Development Program, is revised to illustrate the range of actions and improvements proposed for the Amended Area.

General Land-Use Plan.

Amendment -- April, 1994.

The General Land-Use Plan contained in Section 5 is amended to include the following maps, and revised and added statements:

Figure 4, Land-Use Plan, contained in the Original Redevelopment Project and Plan is revised to include two figures: Figure 4A, Land-Use Plan and Figure 4B, Subarea Land-Use Plan.

Figure 4A, Land-Use Plan, identifies the major land-use category to be in effect upon adoption of this amended Redevelopment Project and Plan, which is Mixed-Use. The Mixed-Use category includes the provision for commercial, residential, retail, institutional, exhibition, parking and related uses. Also shown in 4A are the locations of major thoroughfares

and street rights-of-way, the locations of which are subject to modification by the City.

Figure 4B, Subarea Land-Use Plan, illustrates the recommended predominant use for the nine subareas identified, and provides a guide for future land-use developments and related improvements within the Redevelopment Project Area. Described below are the predominant uses to be included in each subarea.

Subarea 1.

Subarea 1 should continue to accommodate office, institutional, retail and service uses which characterize the adjacent Loop area to the north. Restaurants, professional theaters and related business and service uses are encouraged to support existing uses in Subareas 2 and 3.

Subarea 2.

The predominant use of this subarea should remain hotel and institutional. The City should encourage continued business and institutional uses such as the Chicago Hilton and Towers, the Spertus Museum, Columbia College and the Blackstone Theater. Redevelopment should respect the historic character of the Michigan Avenue streetwall.

Subarea 3.

The predominant use of this subarea should be residential with accessory retail. This subarea should allow for high-density residential buildings consistent with recently constructed and rehabilitated buildings such as 2 East 8th Street, Burnham Plaza and 1130 South Michigan Avenue. Within this subarea, new development along Michigan Avenue should respect the historic character of the Michigan Avenue streetwall.

Subarea 4.

Community shopping uses (grocery store, drug store, et cetera) should be encouraged in Subarea 4 to serve the expanding neighborhoods of Dearborn Park I and II, Central Station and various free-standing and converted loft residential buildings. Development should be centered near the intersection of State Street and Roosevelt Road, the C.T.A. subway and elevated stations, and the proposed Central Area Circulator station. Convenience businesses to serve foot traffic from the transit stations should also be encouraged.

Subarea 5.

Residential development that is compatible, in density, with the Dearborn Park II neighborhood located across State Street should be encouraged in Subarea 5. Neighborhood retail and business uses should be encouraged on ground floors of residential structures.

Subarea 6.

Land should be assembled in underutilized blocks for the development of a range of housing types, rental and sales, in a mixed-density, economically integrated environment. Large scale developments should be approved as planned developments and provide for off-street parking, recreational facilities and other supporting amenities. Residential development within this area should link the Dearborn Park and Central Station neighborhoods. A continuous east-west pedestrian walkway should be provided from the Chicago River to the lakefront.

This subarea should continue to permit institutional uses such as religious facilities, schools, governmental offices, museums and civic organizations, as well as public open spaces and community facilities.

Subarea 7.

Commercial services, including wholesale and retail trades, should be located along State Street, north of Cermak Road.

Subarea 8.

Business, residential and cultural uses that are compatible with, support and enhance the existing Prairie Avenue Historic District and the proposed Arts District should be encouraged in Subarea 8. Rehabilitation of existing buildings and redevelopment of vacant sites in the Arts District should be encouraged for business and housing uses, as well as support services, art spaces, public open spaces and community facilities.

Subarea 9.

Hotel, restaurant and service uses should be encouraged in Subarea 9, as well as other businesses that are compatible with the expanding McCormick Place.

Similar and compatible uses as determined by the City of Chicago Department of Planning and Development should be encouraged within each subarea.

Estimated Redevelopment Project Costs.

Amendment -- April, 1994.

Estimated Redevelopment Project Costs contained in Section 5 is amended to read as follows:

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;

2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

3. Costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;

4. Costs of the construction of public works or improvements;

5. Costs of job training and retraining projects;

6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto;

7. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and

project, to the extent the municipality by written agreement accepts and approves such costs;

8. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;

9. Payment in lieu of taxes as defined in the Act;

10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20(a) and 10-23.3(a) of the School Code;

11. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, provided that:

    a. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;

    b. such payments in any one year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;

    c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this Paragraph 11 then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and

d. the total of such interest payments incurred pursuant to this Act may not exceed thirty percent (30%) of the total redevelopment project costs excluding any property assembly costs and any relocation costs incurred pursuant to this Act, or such greater amount as may be hereinafter authorized by law, including by P.A. 86-1398.

A range of activities and improvements will be required to implement the Redevelopment Project. The necessary improvements and their costs are shown in Table 1, Estimated Redevelopment Project Costs. To the extent that the City has incurred costs or municipal obligations have been issued to pay for such Redevelopment Project costs in anticipation of the adoption of tax increment financing, the City shall be reimbursed from real estate tax increment revenues for such redevelopment costs. The total Redevelopment Project costs are intended to provide an upper limit on expenditures. Within this limit, adjustments may be made in line items, including provision for capitalized interest and other costs of financing associated with the issuance of obligations, without amendment of this Redevelopment Plan. Additional funding in the form of state and federal grants, and private developer contributions will be pursued by the City as means of financing improvements and facilities which are of a general community benefit.

Table 1.

Estimated Redevelopment Project Costs.

Near South Redevelopment Program.

Program Action/Improvements (in $1,000s)	Initial Project Costs	Additional Project Costs	Total Project Costs
Property Acquisition, Site Preparation, Demolition, Relocation	$ 3,300	$ 6,000	$ 9,300
Rehabilitation of Existing Buildings	N.A.	21,000	21,000
Roadways and Related Improvements	27,600	7,000	34,600

Program Action/Improvements (in $1,000s)	Initial Project Costs	Additional Project Costs	Total Project Costs
Utility Improvements	$ 6,500	$ 3,000	$ 9,500
Parks and Open Space	1,800	2,000	3,800
Transit Improvements	N.A.	9,500	9,500
Interest Costs Incurred by Redevelopers	N.A.	10,000	10,000
Job Training and Related Education Programs	500	750	1,250
Analysis, Administration, Studies, Surveys, Legal, et al.	300	400	700
Contingency	N.A.	6,000	6,000
GROSS PROJECT COST:[1]	$40,000	$65,650	$105,650

Sources Of Funds To Pay Redevelopment Project Costs.

Amendment -- April, 1994.

Sources of Funds to Pay Redevelopment Project Costs contained in Section 5 is amended to read as follows:

Funds necessary to pay for redevelopment project costs and municipal obligations which have been issued to pay for such costs are to be derived principally from tax increment revenues and proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

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1 Gross Project Cost excludes financing costs, including interest expense, capitalized interest, and costs associated with issuing bonds and optional redemptions. Estimated Gross Project Costs are based on 1993 dollars, and are subject to prevailing market conditions at the time they are undertaken.

The tax increment revenue which will be used to fund tax increment obligations and redevelopment project costs shall be the incremental real property tax revenue. Incremental real property tax revenue is attributable to the increase in the current E.A.V. of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial E.A.V. of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate.

Issuance Of Obligations.

Amendment -- April, 1994.

Issuance of Obligations contained in Section 5 is amended to read as follows:

The City may issue obligations secured by the tax increment special tax allocation fund pursuant to Section 11-74.4-7 of the Act.

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area, such ultimate retirement date occurring in the year 2013. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal of and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds as may be provided by ordinance. Obligations may be of a parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory sinking fund redemptions. Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that real property tax increment is not used for such purposes, may be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area.

Amendment -- April, 1994.

Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area in Section 5 is amended to read as follows:

The purpose of identifying the most recent E.A.V. of properties in the Redevelopment Project Area is to provide an estimate of the initial E.A.V. which the County Clerk will certify for the purpose of calculating incremental E.A.V. and incremental property taxes. In the case of the Central Station Area Tax Increment Financing Redevelopment Project and Plan, there is an initial E.A.V. (using 1989 E.A.V.) for the area as originally adopted on November 28, 1990, and a second initial E.A.V. (using 1992 E.A.V.) for the area to be amended into the Central Station Area Tax Increment Financing Redevelopment Project and Plan.

Table 2, Summary Of Initial E.A.V. By Block, summarizes the initial equalized assessed valuations of blocks within the Original Area and Amended Area. The E.A.V. summary for the Original Area has since been certified as the Initial Equalized Assessed Valuation by the Cook County Clerk on August 12, 1991, and is $3,223,423.

The initial E.A.V. summarized in Table 2 for the Amended Area serves as the estimated initial equalized assessed valuations of blocks within the Amended Area as of April, 1994. The total initial E.A.V. for the Amended Area is estimated at $124,791,988, and assumes this amendment to the Redevelopment Plan and Project will occur before the 1993 state equalization factor is issued, which is sometime in June or July, 1994. In the event the amendment is adopted after the 1993 state equalization factor is issued, then the 1993 assessed valuations and 1993 state equalization factor will be used by the County to determine the initial E.A.V. for the Amended Area. Additionally, this estimated amount is subject to any Certificates of Error which may be adjudicated before a final certified initial E.A.V. is issued by the Cook County Clerk's office.

The total certified initial E.A.V. for the entire Redevelopment Project Area is estimated at $128,015,411.

Table 2.

Summary Of Initial E.A.V. By Block.

Near South Tax Increment Financing Redevelopment Project Area.

Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
17-15-110		$10,087,753	$10,087,753
111		8,807,434	8,807,434
17-15-112	$0*		0*
300		2,459,481	2,459,481
301		7,995,577	7,995,577
302		2,166,319	2,166,319
304		5,836,194	5,836,194
305		10,264,638	10,264,638
306		4,401,836	4,401,836
307		3,237,637	3,237,637
308		3,696,048	3,696,048
309		3,819,510	3,819,510
17-15-310	0*		0*
17-15-501	0*		0*

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* Contains exempt and/or railroad properties.

1. Based on 1989 E.A.V..

2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
17-16-247		$1,575,316	$1,575,316
17-22-100		1,415,713	1,415,713
101		7,599,167	7,599,167
17-22-102	$1,236,479		1,236,479
103		749,770	749,770
104		2,732,826	2,732,826
17-22-105	1,959,440		1,959,440
106		2,964,749	2,964,749
107		3,470,369	3,470,369
108		5,136,042	5,136,042
17-22-109	10,233		10,233
17-22-110	0*		0*
300		1,235,667	1,235,667
301		5,094,929	5,094,929
302		2,960,436	2,960,436
303	17,271	2,289,881	2,307,152

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* Contains exempt and/or railroad properties.

1. Based on 1989 E.A.V..

2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
304	$0*	$3,127,719	$3,127,719*
305		1,281,389	1,281,389
306		1,110,498	1,110,498
307		1,742,271	1,742,271
308		1,142,846	1,142,846
309		1,676,355	1,676,355
310		35,368	35,368
311		1,374,860	1,374,860
312		3,224,898	3,224,898
313		3,730,428	3,730,428
314		1,038,422	1,038,422
315		1,027,610	1,027,610
317		68,567	68,567
318		1,162,295	1,162,295
319		2,674,962	2,674,962

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* Contains exempt and/or railroad properties.

1. Based on 1989 E.A.V..

2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

Block Number	(1) Original Project Area	(2) Amended Project Area	Entire Project Area
320		$ 376,209	$ 376,209
500		0*	0*
501	$ 0*	0*	0*
17-27-205	0*		0*
TOTAL:	$3,223,423	$124,791,988	$128,015,411

Anticipated Equalized Assessed Valuation.

Amendment -- April, 1994.

Anticipated Equalized Assessed Valuation in Section 5 is amended to read as follows:

By the year 2005, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at approximately $530,000,000. This estimate is based on several key assumptions, including: 1) redevelopment for the uses specified in this Redevelopment Plan will occur in a timely manner; 2) the market value of the recommended residential and commercial developments will increase following completion of the redevelopment activities described in the Redevelopment Plan; and 3) the average State Multiplier for the five year period 1988 through 1992 of 1.9953 will apply to future assessed values.

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* Contains exempt and/or railroad properties.

1. Based on 1989 E.A.V..

2. Based on 1992 E.A.V., and is subject to final verification and certification by the County Clerk following the adoption of the ordinances to add the Amended Area to the Redevelopment Project Area.

6.

Conformity Of The Redevelopment Plan To The Comprehensive Plan For Development Of The City Of Chicago As A Whole.

The Redevelopment Plan and the Redevelopment Project conform to the comprehensive plan for development of the City of Chicago as a whole. Further, the Redevelopment Plan and Redevelopment Project are consistent with, and are established pursuant to implementation of general municipal development objectives and policies contained in development plans previously adopted and/or considered by the City of Chicago, including, among others, the following:

1. "An Ordinance for the Establishment of Harbor District Number Three; the Construction by the Illinois Central Railroad Company of a New Passenger Station; Electrification of Certain of the Lines of the Illinois Central and Michigan Central Railroad Companies within the City; and the Development of the Lakefront" passed by the City Council of the City of Chicago in 1919, as amended;

2. The Comprehensive Plan of Chicago of 1966;

3. The Guidelines for Development: I.C. Air Rights -- 11th Place to 31st Street of 1972;

4. The Lakefront Plan of Chicago of 1973;

5. The Lake Michigan and Chicago Lakefront Protection Ordinance of 1973;

6. Chicago 21: A Plan for the Central Area Committees of 1973;

7. Chicago Central Area Plan of 1983;

8. The Near South Development Plan of 1986;

9. The Central Station Guidelines; and

10. The Central Station Plan of Development.

7.

Phasing And Scheduling Of Redevelopment Project.

A phased implementation strategy will be utilized to achieve a timely and orderly redevelopment of the project area.

It is anticipated that City expenditures for redevelopment project cost will be carefully staged on a reasonable and proportional basis to coincide with expenditures in redevelopment by private developers.

8.

Provisions For Amending This Redevelopment.

This Near South Tax Increment Redevelopment Project and Plan may be amended pursuant to the provisions of the Act.

9.

Affirmative Action Plan.

The City is committed to and will affirmatively implement the following principles with respect to the Near South Tax Increment Redevelopment Project and Plan:

A. The assurance of equal opportunity in all personnel and employment actions with respect to the Project and Plan, including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.

B. This commitment to affirmative action will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

In order to implement these principles for this Project and Plan, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties contracting for work on the Project shall be required to agree to the principles set forth in this section.

10.

Lack Of Growth And Development Through Investment By Private Enterprise.

As described in Section 4 of this Redevelopment Project and Plan report, the Redevelopment Project Area as a whole is adversely impacted by the presence of numerous blighting factors, and these factors are reasonably distributed throughout the area. The Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise. Small-scale rehabilitation and new construction projects have occurred on a limited and scattered basis. However, no major large-scale projects have been initiated in over ten (10) years. The lack of private investment is evidenced by the continued existence of blight and the limited number of new development projects undertaken on a planned development basis.

The private investment that has occurred in the near south side in general, but not in the redevelopment area, has occurred with substantial public assistance. Projects such as Dearborn Park, Printers Row, McCormick Place and the original Central Station have all been subsidized with local, state or federal assistance.

Thus, it is clear that private investment in revitalization and redevelopment has not occurred on a comprehensive basis or in a timely manner to overcome the blighting conditions that currently exist. The Redevelopment Project Area is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Redevelopment Project and Plan, and the adoption of tax increment financing.

11.

Financial Impact Of The Redevelopment Project.

Without the adoption of this Redevelopment Project and Plan, and tax increment financing, the Redevelopment Project Area is not reasonably expected to be redeveloped by private enterprise. There is a real prospect that blighted conditions will continue to exist and spread, and the area on the whole will become less attractive for the maintenance and improvement of existing buildings and sites. The possibility of the erosion of the assessed value of property which would result from the lack of a concerted effort by the City to stimulate revitalization and redevelopment could lead to a reduction of real estate tax revenue to all taxing districts.

Section 5 of this Redevelopment Project and Plan describes the comprehensive redevelopment program proposed to be undertaken by the City to create an environment in which private investment can occur. The redevelopment program will be staged over a period of years consistent with local market conditions and available financial resources required to complete the various redevelopment projects and activties set forth in this Plan. If the Redevelopment Project is successful, it is anticipated that the rehabilitation and expansion of existing buildings and new development resulting therefrom will be instrumental in alleviating blighted conditions and restoring the area to a long-term sound condition.

The Redevelopment Project is expected to have both short- and long-term financial impacts on the taxing districts affected by the Redevelopment Plan. During the period when tax increment financing is utilized, real estate tax revenues resulting from increases in E.A.V. over and above the certified initial E.A.V. established at the time of adoption of this Redevelopment Project and Plan, will be used to pay redevelopment project costs in the area. At the end of such period, the real estate tax revenues attributable to the increase in E.A.V. over the certified initial E.A.V. will be distributed to all taxing districts levying taxes against property located in the Redevelopment Project Area.

12.

Demand On Taxing District Services.

The following major taxing districts presently levy taxes against properties located within the Redevelopment Project Area:

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration, and management of lands for the purpose of protecting and preserving public open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District of Greater Chicago. The District provides the main trunk lines for the collection of waste water from cities, villages and towns, and for the treatment and disposal thereof.

Chicago Community College District 508. The District is a unit of the State of Illinois' system of public community colleges whose objective is to

meet the educational needs of residents of the City of Chicago and other students seeking higher education programs and services.

Board of Education. General responsibilities of the Board include the provision, maintenance and operations of educational facilities, and the provision of educational services primarily for kindergarten through twelfth grade.

Chicago Park District. The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City, and for the provision of recreation programs.

Chicago School Finance Authority. The Authority was created in 1980 to exercise oversight and control over the financial affairs of the Board of Education.

City of Chicago. The City is responsible for the provision of the full range of municipal services typically associated with large, mature cities, including: police and fire protection, capital improvements and maintenance, water production and distribution, sanitation service, building, housing and zoning codes, etc..

In addition to the major taxing districts summarized above, the following special taxing districts have taxing jurisdiction over the Redevelopment Project Area: the Chicago Library Fund, Chicago Urban Transportation District, and Special Service Area Number 12 (S.S.A. No. 12). The Chicago Library Fund (formerly a separate taxing district from the City) and the Chicago Urban Transportation District no longer extend tax levies, but continue to exist for the purpose of receiving delinquent taxes. In 1991, the City established S.S.A. No. 12 in connection with the Central Station Area Circulator. Certain properties located within the Redevelopment Project Area are also located within S.S.A. No. 12. Taxes for S.S.A. No. 12 are levied on non-residential properties located within its taxing jurisdiction to pay for a portion of the anticipated cost of the construction and operation of the Central Area Circulator.

Non-residential development, such as retail, commercial service, office, hotel, public and institutional uses, should not cause increased demand for services or capital improvements on any of the taxing districts named above except for the Water Reclamation District. Replacement of vacant and underutilized buildings and sites with active and more intensive uses will result in additional demands on services and facilities provided by the Water Reclamation District. However, it is expected that any increase in demand for treatment of sanitary and storm sewage associated with the Redevelopment Project Area can be adequately handled by existing treatment facilities maintained and operated by the Water Reclamation District.

Residential development may cause increased demand for services or capital improvements to be provided by the Board of Education, Community College District 508, Chicago Park District, and City. New private investment in residential and non-residential development, and public investment in infrastructure improvements may increase the demand for public services or capital improvements provided by the City of Chicago and the Chicago Park District within and adjacent to the Redevelopment Project Area. These public services or capital improvements may include, but are not necessarily limited to, the provision of additional open spaces and recreational facilities by the Chicago Park District. However, it is not possible at this time to predict, with any degree of reliability, (i) the number or timing of new or rehabilitated residential buildings that may be added within the Redevelopment Project Area, or (ii) the increased level of demand for services or capital improvements to be provided by any taxing district as a result therefrom.

If successful, the implementation of the Redevelopment Project may enhance the values of properties within and adjacent to the Redevelopment Project Area.

13.

Program To Address Financial And Service Impacts.

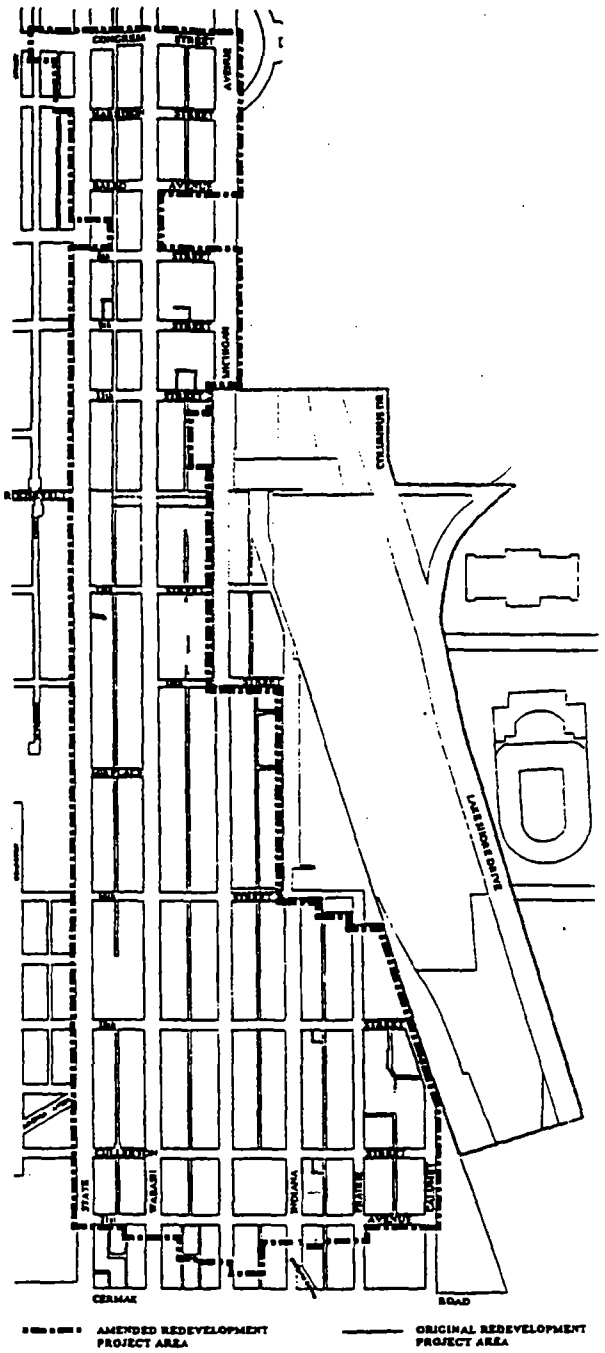
As described more fully in the previous sections, because the scale and mix of development in the Area cannot be predicted with certainty as of the date of this Redevelopment Project and Plan, the scope of the financial impact on taxing districts and increase in the demand for services provided by those districts cannot be quantified at this time. As a result, the City has not developed, at present, a specific plan to address such financial impact or increased demand.

However, as described more fully under Redevelopment Project and Plan Activities -- Provision of Public Improvements in Section 5 of this Redevelopment Project and Plan, the City plans to provide public improvements and facilities to service the Redevelopment Project Area. Such improvements may mitigate some of the additional service and capital improvement demands placed on taxing districts as a result of the implementation of this Redevelopment Project and Plan.

[Figures 1, 2, 3, 4A and 4B referred to in this Redevelopment Plan printed on pages 4393 through 4397 of this Journal.]

Figure 1.
(To Redevelopment Project And Plan)

Project Boundary.

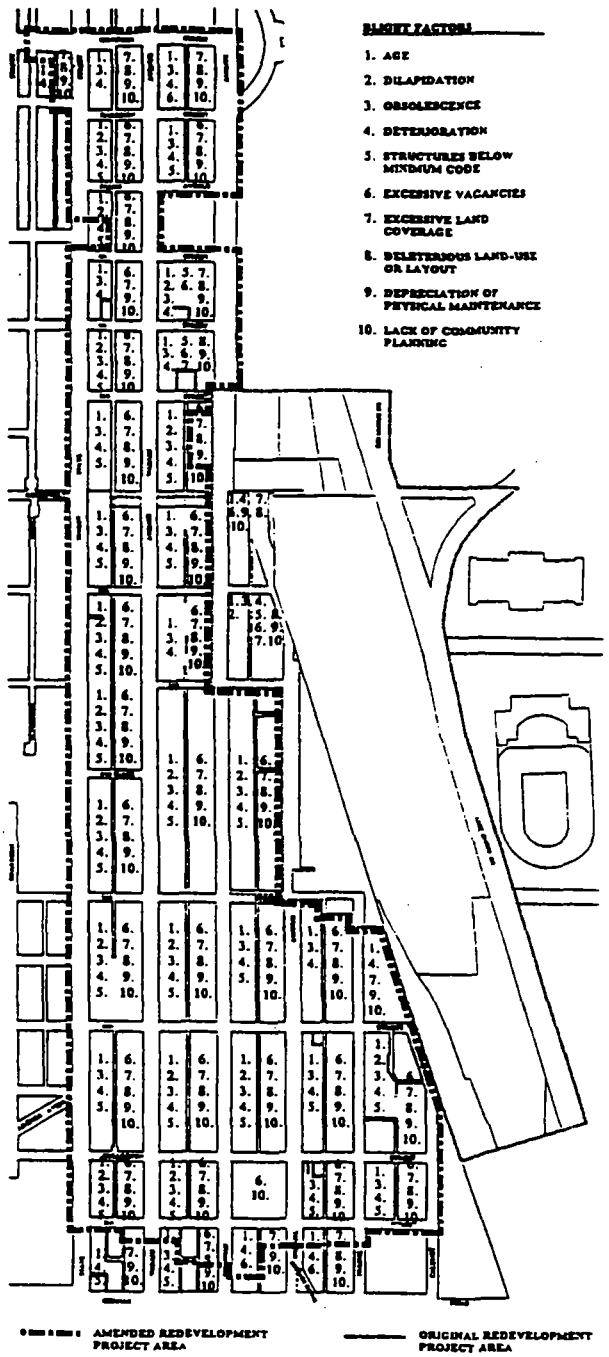


NEAR SOUTH
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT
City of Chicago, Illinois

Tribla, Pettigrew, Allen & Payne, Inc

Figure 2.
(To Redevelopment Project And Plan)

Summary Of Blight Factors.

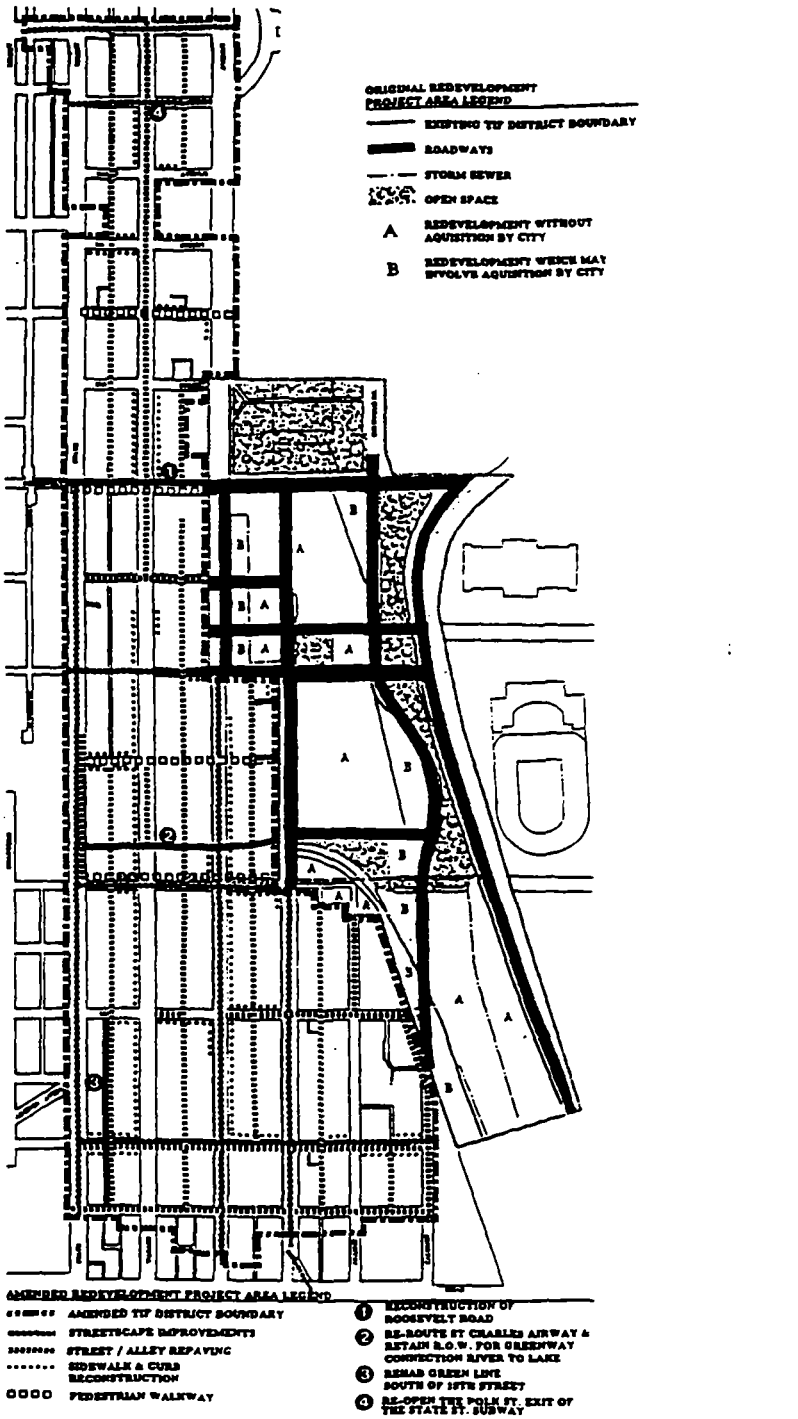


NEAR SOUTH
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT
City of Chicago, Illinois

Tricia Pettigrew, Allen & Payne, Inc.

Figure 3.
(To Redevelopment Project And Plan)

Development Program.

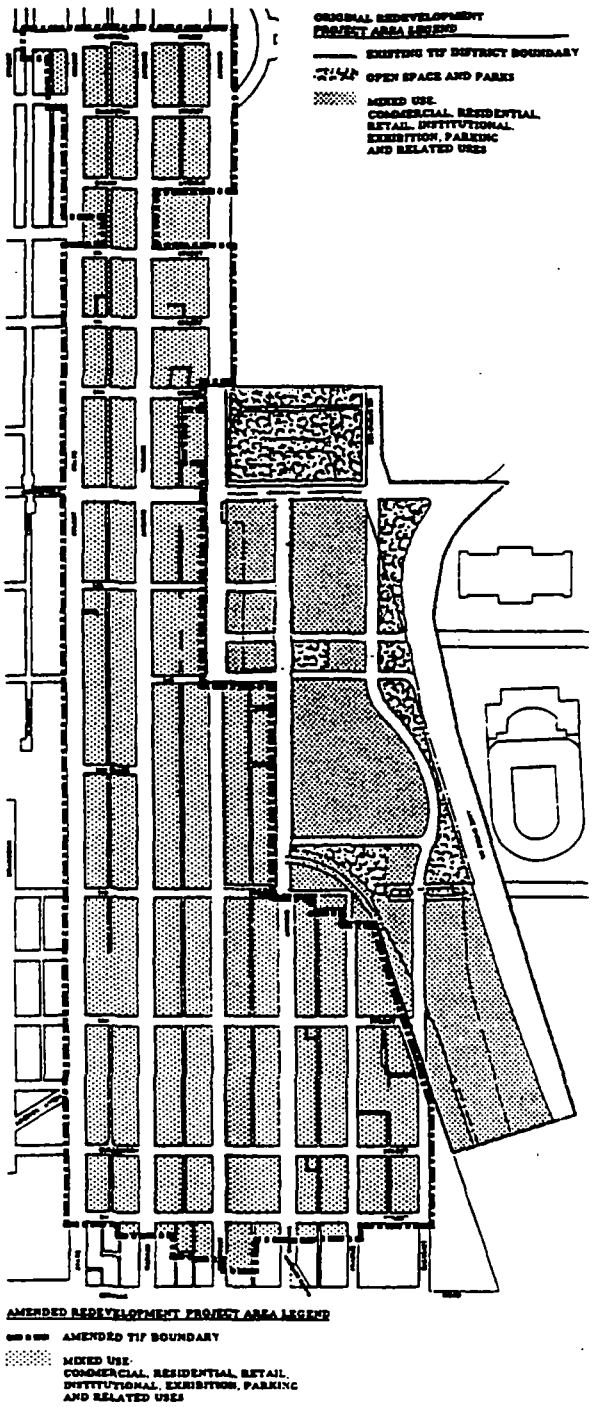


NEAR SOUTH
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT
City of Chicago, Illinois

Tekla, Pennycrew, Allen & Pence, Inc.

Figure 4A.
(To Redevelopment Project And Plan)

Land-Use Plan.

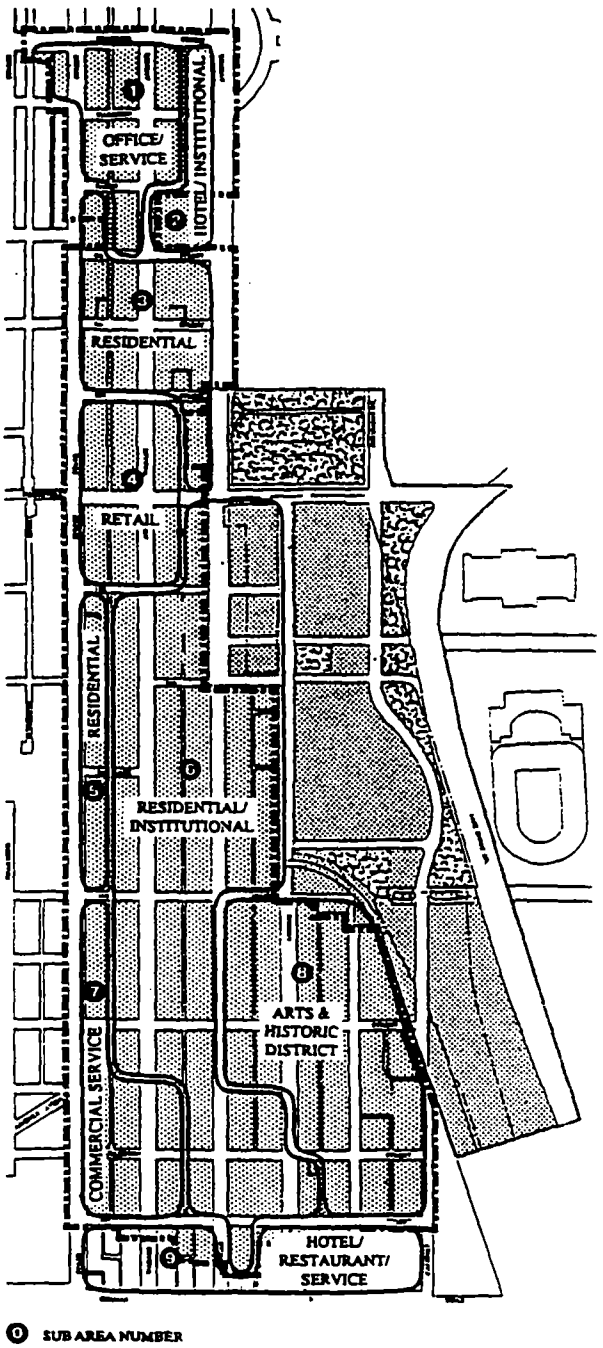


NEAR SOUTH
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT
City of Chicago, Illinois

Tribs. Pettegrew, Allen & Payne, Inc.

Figure 4B.
(To Redevelopment Project And Plan)

Subarea Land-Use Plan.



NEAR SOUTH
TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT
City of Chicago, Illinois

Tilia, Pettigrew, Allen & Payne, Inc.

(Sub)Exhibit "E".
(To Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Property:

   Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any: [to be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "G".
(To Redevelopment Agreement)

**Draft*

Senior Suites Of Chicago Central Station T.I.F.

Year	Minimum Assessed Value	Base Assessed Value	Incremental Assessed Value	Estimated Multiplier	Estimated Tax Rate	Property Tax Revenue
1996	$152,780	$28,865	$123,915	2.0381	9.899%	$ 0
1997	251,912	28,865	223,047	2.0381	9.899	25,000

---

* Final form to be determined in consultation with the Department of Finance.

Year	Minimum Assessed Value	Base Assessed Value	Incremental Assessed Value	Estimated Multiplier	Estimated Tax Rate	Property Tax Revenue
1998	$499,741	$28,865	$470,876	2.0381	9.899	$ 45,000
1999	518,576	28,865	489,711	2.0381	9.899	95,000
2000	538,165	28,865	509,300	2.0381	9.899	98,800
2001	558,536	28,865	529,671	2.0381	9.899	102,752
2002	579,726	28,865	550,861	2.0381	9.899	106,862
2003	601,758	28,865	572,893	2.0381	9.899	111,137
2004	624,672	28,865	595,807	2.0381	9.899	115,582
2005	648,509	28,865	619,643	2.0381	9.899	120,205
2006	673,291	28,865	644,426	2.0381	9.899	125,014
2007	699,071	28,865	670,206	2.0381	9.899	130,014
2008	725,876	28,865	697,011	2.0381	9.899	135,215
2009	753,757	28,865	724,892	2.0381	9.899	140,623
2010	782,753	28,865	753,888	2.0381	9.899	146,248
2011	812,908	28,865	784,043	2.0381	9.899	152,098
2012	844,270	28,865	815,405	2.0381	9.899	158,182
2013	876,886	28,865	848,021	2.0381	9.899	164,509
2014	910,807	28,865	881,942	2.0381	9.899	171,090

(Sub)Exhibit "H".
(To Redevelopment Agreement)

Conditional Provisions.

Real Estate Provisions.

(a) Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project including but not limited to real estate taxes. The Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 7.19(b) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option, (i) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent a lien against or the sale or forfeiture or all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings and/or (ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested

Governmental Charge and all interest and penalties upon the adverse determination of such contest. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(b) Real Estate Taxes.

(i) Acknowledgement of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property which is necessary to support the debt service indicated ("Minimum Assessed Value") is shown on (Sub)Exhibit G attached hereto and incorporated herein by reference for the years noted on (Sub)Exhibit G; (B) (Sub)Exhibit G sets forth the specific improvements which will generate the fair market values; assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in (Sub)Exhibit G.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor the agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in (Sub)Exhibit G.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or by any taxpayer, unless the assessed value of the Property is in excess of the Minimum Assessed Value. The term "Underassessment Complaint" as used in this Agreement shall mean a complaint seeking to increase the assessed value of the Project.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 7.19 are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds of the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions.

(c) Insurance. In addition to the insurance required pursuant to Section 11 hereof, the Developer shall procure and maintain the following insurance:

(i) Prior to the execution and delivery of this Agreement and during construction of the Project, All Risk Property Insurance in the amount of the full replacement value of the Property.

(ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable.

[(Sub)Exhibit "G" referred to in these Conditional Provisions constitutes (Sub)Exhibit "G" to the Redevelopment Agreement and printed on pages 4398 through 4399 of this Journal.]

(Sub)Exhibit "F".
(To Redevelopment Agreement)

SENIOR SUITES OF CENTRAL STATION – 96 UNITS
SOURCES & USES OF FUNDS
5/26/95

RNCNTLDEV6

LIHTC Amount 430,597

	Projected Cost	Closing	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Reserved	Total
1 Survey	3,000	3,000	0	0	0	0	0	3,000
2 Environmental	3,000	3,000	0	0	0	0	0	3,000
3 Market Study	7,500	7,500	0	0	0	0	0	7,500
4 Soil Test	12,000	12,000	0	0	0	0	0	12,000
5 Appraisal	9,000	9,000	0	0	0	0	0	9,000
6 Land Acquisition	960,000	960,000	0	0	0	0	0	960,000
7 Title and Recording	30,000	30,000	0	0	0	0	0	30,000
8 Construction Period Insurance	35,000	35,000	0	0	0	0	0	35,000
9 Construction Cost/Perf Bond	6,198,024	0	929,704	2,169,308	2,169,308	929,704	0	6,198,024
10 Major Moveables	90,500	0	0	0	0	90,500	0	90,500
11 Food Machines	35,000	0	0	0	0	35,000	0	35,000
12 Construction Contingency	309,901	0	77,475	77,475	77,475	77,475	0	309,901
13 Construction Period Taxes	10,000	0	0	5,000	0	5,000	0	10,000
14 Construction Period Interest	47,000	0	97	5,461	16,246	25,256	0	47,000
15 Marketing	72,000	0	18,000	18,000	18,000	18,000	0	72,000
16 Model/Office	25,000	0	0	0	0	25,000	0	25,000
17 Rent-up Reserve	190,000	0	0	0	0	190,000	0	190,000
18 Legal Fees (Sponsor)	115,000	115,000	0	0	0	0	0	115,000
19 Misc. Syndication Expenses	25,000	25,000	0	0	0	0	0	25,000
20 Tax Credit Fee	13,166	13,166	0	0	0	0	0	13,166
21 Loan Application Fees	250	250	0	0	0	0	0	250
22 Accounting Fees	62,000	62,000	0	0	0	0	0	62,000
23 First Mortgage Points	30,980	30,980	0	0	0	0	0	30,980
24 Const. Period Financing Fees	10,320	10,320	0	0	0	0	0	10,320
25 Architect/Design Fees	216,500	162,375	13,531	13,531	13,531	13,531	0	216,500
26 Construction Inspection Fee	12,500	0	3,125	3,125	3,125	3,125	0	12,500
27 Developer's Fee	862,293	431,147	53,663	53,663	53,663	53,663	215,573	862,293
28 Bridge Loan Points	0	0	0	0	0	0	0	0
29 Bridge Loan Interest	0	0	0	0	0	0	0	0
30 Operating Reserve	142,512	0	0	0	0	0	142,512	142,512
TOTAL DEVELOPMENT COST	9,527,428	1,909,719	1,095,765	2,345,794	2,351,579	1,466,484	358,085	9,527,428
Sources of Funds								
Equity – Available for Construction	(2,029,244)	(949,719)	(1,079,527)	0	0	0	0	(2,029,244)
Bridge Loan	0	0	0	0	0	0	0	0
First Mortgage Loan	(1,032,000)	0	(2,712)	(991,719)	(392,569)	(244,885)	0	(1,032,000)
HOME Loan	(5,148,097)	0	(13,527)	(1,954,075)	(1,956,894)	(1,221,600)	0	(5,148,097)
Tax Increment Financing	(960,000)	(960,000)	0	0	0	0	0	(960,000)
Equity – Breakeven Reserve	(358,085)	0	0	0	0	0	(358,085)	(358,085)
Total Sources	(9,527,428)	(1,909,719)	(1,095,765)	(2,345,794)	(2,351,579)	(1,466,484)	(358,085)	(9,527,428)

At this point in the proceedings, Alderman Burke moved to *Elect* Alderman Stone as Temporary Presiding Officer. The motion *Prevailed.*

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AUTHORIZATION FOR ACCEPTANCE OF GRANT FROM COLGATE-PALMOLIVE COMPANY TO FUND AJAX CLEAN SWEEP TEAM PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 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 Colgate-Palmolive Company necessary to assist in the Ajax Clean Sweep Team 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 Mayor's Office of Employment and Training ("M.E.T."), has applied for grant funds in the amount of $20,000 (the "Grant Funds") from the Colgate-Palmolive Company, $10,000 of which will be in cash and the remaining $10,000 will consist of in-kind contributions; and

WHEREAS, The Grant Funds will be used to establish a summer jobs program for young people in cooperation with the Colgate-Palmolive Company to be known as the Ajax Clean Sweep Team (the "Program"); now, therefore,

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

SECTION 1. The sum of $10,000 not previously appropriated, representing the cash portion of the Grant Funds, is hereby appropriated from Fund 925 -- Grant Funds for the year 1995 for the purpose described in the preamble hereof.

SECTION 2. The Comptroller of the City is hereby directed to disburse the Grant Funds as required to carry out the purpose of the Program.

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

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT TO YEAR XXI COMMUNITY BLOCK GRANT ORDINANCE TO ASSIST WESTSIDE COMMUNITY REINVESTMENT PROJECT AND PROVIDE SERVICES FOR HOMELESS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 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 supplemental appropriation and an amendment to the Year XXI Community Development Block Grant Ordinance necessary to assist in the West Side Community Reinvestment Project and provide for services to the homeless, and having been presented with a proposed substitute ordinance by the Office of Budget and Management, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed by the City Council of the City of Chicago (the "City") on November 16, 1994, the City Council authorized submission of the City's 1995 Consolidated Plan containing the statement of objectives and projected use of Community Development Block Grant ("C.D.B.G.") entitlement funds for Year XXI, unexpended funds of prior federal years and related revenues in the amount of $138,174,092, and appropriated those funds (the "Year XXI C.D.B.G. Ordinance"); and

WHEREAS, Subsequent to that appropriation, additional land sale revenue in the amount of $1,150,000 previously allocated to Corporate Fund revenue was recognized as C.D.B.G. revenue; and

WHEREAS, The City desires to appropriate such additional C.D.B.G. revenue to fund certain costs of the West Side Community Reinvestment Project through the Departments of Planning and Development, Housing and Transportation; and

WHEREAS, The City desires to amend further the Year XXI C.D.B.G. Ordinance to allocate funds for homeless services, to delegate agency contracts for the Department of Human Services, and to correct the name of the Woodlawn Development Associates, a delegate agency for the Department of Housing; now, therefore,

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

SECTION 1. The sum of $1,150,000 not previously appropriated, representing additional Year XXI C.D.B.G. revenue, is hereby appropriated from Fund 830 -- C.D.B.G. Year XXI Fund, subject to all the terms, conditions and restrictions contained in the Year XXI C.D.B.G. Ordinance.

SECTION 2. The Year XXI C.D.B.G. Ordinance, as amended is hereby further amended by striking the words and figures and adding the words and figures indicated in Exhibit A attached 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".

Amendments To C.D.B.G. Year XXI Ordinance.

Fund 830 -- Community Development Block Grant Year XXI Funds.

Code	Department And Item	Strike Amount	Add Amount
	Estimates of Community Development Block Grant Funding for Year XXI, January 1, 1995 through December 31, 1995		
	Revenue from Sale of Land	$ 400,000	$ 1,550,000
	TOTAL:	$138,174,092	$139,724,092
	Department Of Planning And Development -- 08		
	Redevelopment Areas -- 2547		
.0140	Professional and Technical Services	$ 150,000	$ 371,349
.0147	Surveys	11,000	14,651
.0526	Improvement of Existing Building	445,000	545,000
	Department Of Housing -- 21		
	Housing Demonstration Projects -- 2635		
.0140	Professional and Technical Services		
	Woodlawn Development Associates/ United Woodlawn Association	25,000	

Code	Department And Item	Strike Amount	Add Amount
	Woodlawn Development Associates		$ 25,000
	Strategic Neighborhood Action Program -- 2660:		
.9103	Rehabilitation Loan and Grants	$2,000,000	2,050,000
	Department Of Human Services -- 53		
	Homeless Services -- 2570		
.0140	Professional and Technical Services	1,600,000	10,550
	Vendors TBD		
	Beacon Therapeutic		300,000
	Chicago Clergy Association		314,300
	Deborah's Place		97,131
	Outreach Mission		217,019
	Reach Out and Touch		125,000
	Seniors of the Third Ward		250,000
	Thresholds		214,000
	St. Augustine's Center		72,000
	Chicago Department Of Transportation -- 84		
	Strategic Neighborhood Action Program -- 2510		
.0144	Engineering and Architecture	80,000	132,000

Code	Department And Item	Strike Amount	Add Amount
.0526	Improvement to Existing Building	$800,000	$1,142,000
.9415	For Services Provided by the Chicago Department of Transportation	20,000	376,000

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT TO 1995 ANNUAL APPROPRIATION ORDINANCE WITHIN MAYOR'S OFFICE OF SPECIAL EVENTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 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 supplemental appropriation and an amendment to the 1995 Annual Appropriation Ordinance within the Mayor's Office of Special Events necessary to increase the revenue estimate and appropriate the additional estimated revenue for 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) 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago appropriated $12,569,569 to the Mayor's Office of Special Events for Special Events Projects for 1995; and

WHEREAS, The City of Chicago held The Taste of Chicago from June 24 through July 4, 1995 where revenues and costs exceeded estimates; and

WHEREAS, The Mayor's Office of Special Events needs to pay vendors and other festival costs associated with increased sales; now, therefore,

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

SECTION 1. The sum of $1,750,000 not previously accounted for in revenue nor previously appropriated is hereby appropriated from Fund 356 -- Special Events Revenue as indicated in attached Exhibit A.

SECTION 2. This ordinance shall be effective as of the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Fund 356 -- Mayor's Office Of Special Events Revenue Fund.

Code	Department And Item	Strike Amount	Add Amount
	Estimated Revenue for 1995 Fees	$13,894,700	$15,644,700
Mayor's Office Of Special Events -- 24			
.9801	Special Events Projects	12,569,596	14,319,596

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT TO 1995 ANNUAL APPROPRIATION ORDINANCE TO ASSIST "NEIGHBORHOOD CLEAN-UP PROGRAM".

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 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 supplemental appropriation and an amendment to the 1995 Annual Appropriation Ordinance necessary to assist the "Neighborhood Clean-Up 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 Neighborhood Clean-Up Program; and

WHEREAS, The City has loan recapture funds available from the United States Department of Housing and Urban Development's Action Grant ("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 $500,000 not previously appropriated is hereby appropriated from Fund 899 -- U.D.A.G. 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 this ordinance reads as follows:

Exhibit "A".

Fund 899 -- Urban Development Action Grant Loan Recapture.

Code	Department And Item	Add Amount
	Department Of Streets And Sanitation -- 81	
	Bureau of Street Operations -- 2045	
	Neighborhood Clean-Up Program -- 2650	
.0140	Professional and Technical Services	$500,000

AUTHORIZATION AND ACCEPTANCE OF GRANT FUNDS FROM RICHARD H. DRIEHAUS FOUNDATION FOR CITY'S PARTICIPATION IN UNITED NATIONS' WORLD CONFERENCE ON WOMEN.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 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 Richard H. Driehaus Foundation for participation in the United Nations' World Conference on Women, 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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 Commission on Human Relations (the "Department") has been awarded grant funds (the "Grant Funds") from the Richard H. Driehaus Foundation in the amount of $3,000; and

WHEREAS, The Grant Funds will be used by the Department for travel and accommodation expenses of a City representative to attend the United Nations' World Conference on Women to be held in Beijing, China in August 1995 (the "Program"); now, therefore,

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

SECTION 1. The sum of $3,000 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 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.

AUTHORIZATION FOR TRANSFER OF YEAR 1995 FUNDS WITHIN COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 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 License and Consumer Protection, 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 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 Personal Service	100	15-2225	0000	$7,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2225	0300	$7,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on License and Consumer Protection during the year 1995.

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

AUTHORIZATION FOR TRANSFER OF YEAR 1995 FUNDS WITHIN COMMITTEE ON ZONING.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 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 Zoning, 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 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 Personal Services	100	15-2275	0000	$5,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2275	0300	$5,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Zoning during the year 1995.

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

AUTHORIZATION FOR INCREASE IN ALLOCATION OF MOTOR FUEL TAX FUNDS FOR BRIDGE MAINTENANCE IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1995.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance passed March 9, 1995 (Council Journal of Proceedings, pages 66135 -- 66138) authorizing an increase in the allocation of Motor Fuel Tax funds necessary for bridge maintenance in improved streets, county and state highways during 1995, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1993), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax funds to various projects by an ordinance passed on March 9, 1995 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 66135 through 66138 of the City Council Journal of Proceedings of March 9, 1995 providing for the maintenance, repair and painting of existing bridges, viaducts and appurtenances related thereto, including exterior lighting, electronic visual aids and incidental work related thereto, located in the City of Chicago for the period beginning January 1, 1995 and ending December 31, 1995, is hereby amended to increase the allocation of Motor Fuel Tax funds from $4,550,000 to $9,100,000.

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

AUTHORIZATION FOR INCREASE IN ALLOCATION OF MOTOR FUEL TAX FUNDS FOR CURB AND GUTTER REPAIR IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1995.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance passed March 9, 1995 (Council Journal of Proceedings, pages 66138 -- 66140) authorizing an increase in the allocation of Motor Fuel Tax funds necessary for curb and gutter repair in improved streets, county and state highways during 1995, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1993), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain

other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax funds to various projects by an ordinance passed on March 9, 1995 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 66138 through 66140 of the City Council Journal of Proceedings of March 9, 1995 providing for repairs to curbs and gutters along improved streets, county highways and state highways during the period commencing January 1, 1995 and ending December 31, 1995, is hereby amended to increase the allocation of Motor Fuel Tax funds from $1,900,000 to $3,800,000.

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

AUTHORIZATION FOR INCREASE IN ALLOCATION OF MOTOR FUEL TAX FUNDS FOR PAVEMENT MAINTENANCE IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1995.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance passed March 9, 1995 (Council Journal of Proceedings, pages 66140 -- 66142) authorizing an increase in the allocation of Motor Fuel Tax funds necessary for pavement maintenance in improved streets, county and state highways during 1995, and having had the same under advisement, begs leave to report and

recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1993), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax funds to various projects by an ordinance passed on March 9, 1995 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 66140 through 66142 of the City Council Journal of Proceedings of March 9, 1995 providing for repairs to pavements in improved streets, county highways and state highways by day labor during the period commencing January 1, 1995 and ending December 31, 1995 is hereby amended to increase the allocation of Motor Fuel Tax funds from $4,750,000 to $9,500,000.

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

AUTHORIZATION FOR INCREASE IN ALLOCATION OF MOTOR FUEL TAX FUNDS FOR SNOW AND ICE REMOVAL IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1995.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance passed March 9, 1995 (Council Journal of Proceedings, pages 66142 -- 66144) authorizing an increase in the allocation of Motor Fuel Tax funds necessary for snow and ice removal in improved streets, county and state highways during 1995, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1993), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax funds to various projects by an ordinance passed on March 9, 1995 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 66142 through 66144 of the City Council Journal of Proceedings of March 9, 1995 providing for snow and ice control maintenance of improved streets, county highways and state highways by day labor during the period commencing January 1, 1995 and ending December 31, 1995 is hereby amended to increase the allocation of Motor Fuel Tax funds from $5,150,000 to $10,300,000.

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

AUTHORIZATION FOR INCREASE IN ALLOCATION OF MOTOR FUEL TAX FUNDS FOR STREET CLEANING IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1995.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance passed March 9, 1995 (Council Journal of Proceedings, pages 66145 -- 66147) authorizing an increase in the allocation of Motor Fuel Tax funds necessary for street cleaning in improved streets, county and state highways during 1995, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1993), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax funds to various projects by an ordinance passed on March 9, 1995 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 66145 -- 66147 of the City Council Journal of Proceedings of March 9, 1995 providing for street cleaning of improved streets, county highways and state highways by day labor during the period commencing January 1, 1995 and ending December 31, 1995 is hereby amended to increase the allocation of Motor Fuel Tax funds from $3,500,000 to $7,000,000.

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

AUTHORIZATION FOR INCREASE IN ALLOCATION OF MOTOR FUEL TAX FUNDS FOR STREET LIGHT ENERGY COSTS IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1995.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 1995.

To The President and Members of the City council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance passed March 9, 1995 (Council Journal of Proceedings, pages 66147 -- 66149) authorizing an increase in the allocation of Motor Fuel Tax funds necessary for street light energy costs in improved streets, county and state highways during 1995, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1993), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the Motor Fuel Tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain

other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax funds to various projects by an ordinance passed on March 9, 1995 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 66147 through 66149 of the City Council Journal of Proceedings of March 9, 1995 providing for street light energy costs of improved streets, county highways and state highways during the period commencing January 1, 1995 and ending December 31, 1995 is hereby amended to increase the allocation of Motor Fuel Tax funds from $4,350,000 to $8,700,000.

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

AUTHORIZATION FOR INCREASE IN ALLOCATION OF MOTOR FUEL TAX FUNDS FOR STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1995.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance passed March 9, 1995 (Council Journal of Proceedings, pages 66149 -- 66151) authorizing an increase in the allocation of Motor Fuel Tax funds necessary for street light and traffic signal maintenance in improved streets, county and state highways during 1995, and having had the same under advisement, begs

leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1993), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the Motor Fuel Tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax funds to various projects by an ordinance passed on March 9, 1995 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 66149 through 66151 of the City Council Journal of Proceedings of March 9, 1995 providing for the maintenance of traffic signals and street lighting systems along improved streets, county highways and state highways during the period commencing January 1, 1995 and ending December 31, 1995 is hereby amended to increase the allocation of Motor Fuel Tax funds from $1,500,000 to $3,000,000.

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

AUTHORIZATION FOR INCREASE IN ALLOCATION OF MOTOR FUEL TAX FUNDS FOR STREET SIGN MAINTENANCE IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1995.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance passed March 9, 1995 (Council Journal of Proceedings, pages 66151 -- 66153) authorizing an increase in the allocation of Motor Fuel Tax funds necessary for street sign maintenance in improved streets, county and state highways during 1995, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1993), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the Motor Fuel Tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax funds to various projects by an ordinance passed on March 9, 1995 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 66151 through 66153 of the City Council Journal of Proceedings of March 9, 1995 providing for street sign maintenance along improved streets, county highways and state highways during the period commencing January 1, 1995 and ending December 31, 1995 is hereby amended to increase the allocation of Motor Fuel Tax funds from $300,000 to $600,000.

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

AUTHORIZATION FOR INCREASE IN ALLOCATION OF MOTOR FUEL TAX FUNDS FOR TRAFFIC SIGNAL ENERGY COSTS IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1995.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance passed March 9, 1995 (Council Journal of Proceedings, pages 66154 -- 66156) authorizing an increase in the allocation of Motor Fuel Tax funds necessary for traffic signal energy costs in improved streets, county and state highways during 1995, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1993), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the Motor Fuel Tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City Council of the City allocated certain Motor Fuel Tax funds to various projects by an ordinance passed on March 9, 1995 ("Motor Fuel Tax Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Motor Fuel Tax Ordinance to increase the amount of Motor Fuel Tax funds allocated to various projects; now, therefore,

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

SECTION 1. The Motor Fuel Tax Ordinance appearing on pages 66154 through 66156 of the City Council Journal of Proceedings of March 9, 1995 providing for traffic signal energy costs along improved streets, county highways and state highways during the period commencing January 1, 1995 and ending December 31, 1995 is hereby amended to increase the allocation of Motor Fuel Tax funds from $1,500,000 to $3,000,000.

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

AUTHORIZATION OF INSTALLATION OF WATER MAINS AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 13, 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, 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 ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

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

Portion Of West Carroll Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,050 feet of 12-inch and 130 feet of 8-inch ductile iron water main in West Carroll Avenue, from North Racine Avenue to North Carpenter Street, at a total estimated cost of $205,538.27 chargeable to Appropriation Account Number 235-87-3120-0550-0050 (W-706) Construction.

The above work is to be done under Order Number A-01712.

Portion Of South Clark Street.

Ordered, That the Commissioner of Water is hereby authorized to install 2,160 feet of 16-inch and 80 feet of 12-inch ductile iron water mains in South Clark Street, from West Roosevelt Road to West 15th Street, at a total estimated cost of $549,618.99 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-73) Construction.

The above work is to be done under Order Number A-01714.

Portion Of South Greenwood Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,432 feet of 12-inch and 65 feet of 8-inch ductile iron water mains in South Greenwood Avenue, from East 89th Street to East 91st Street, at a total estimated cost of $295,968.41 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W706) Construction.

The above work is to be done under Order Number A-01715.

Portion Of South Indiana Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,415 feet of 8-inch ductile iron water mains in South Indiana Avenue, from East 107th Street to East 111th Street, at a total estimated cost of $396,006.81 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01717.

Portion Of South Kedzie Avenue, From West 47th Street To South Archer Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water main in South Kedzie Avenue, from West 47th Street to South Archer Avenue, 2,345 feet of 8-inch ductile iron water main, at a total estimated cost of $333,350 chargeable to the Capital Improvement Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order No. A-01704.

Portion Of South Kedzie Avenue, From West 47th Street To West 43rd Street.

Ordered, That the Commissioner of Water is hereby authorized to install water main in South Kedzie Avenue, from West 47th Street to West 43rd Street, 2,530 feet of 12-inch ductile iron water main, at a total estimated cost of $444,836 chargeable to the Capital Improvement Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order No. A-01703.

Portion Of South Kolin Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,040 feet of 8-inch ductile iron water main in South Kolin Avenue, from West Cermak Road to West Ogden Avenue at a total estimated cost of $169,704.10 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order No. A-01711.

Portion Of West 30th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 201 feet of 8-inch ductile iron water main in West 30th Street, from South Kedzie Avenue to South Sawyer Avenue, at a total estimated cost of $42,750.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01699.

Portion Of West 77th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 620 feet of 16-inch and 32 feet of 12-inch ductile iron water main in West 77th Street, from South Karlov Avenue to South Pulaski Road, at a total estimated cost of $190,009.58 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01709.

Portion Of East 134th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 200 feet of 16-inch and 70 feet of 12-inch ductile iron water main in East 134th Street, from South Commercial Avenue to 375 feet west of the west line of South Commercial Avenue, at a total estimated cost of $119,102.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01572.

At this point in the proceedings, Alderman Dixon, President Pro Tempore, resumed the Chair.

COMMITTEE ON BUILDINGS.

AMENDMENT OF TITLE 13, CHAPTER 84, SECTION 410 OF MUNICIPAL CODE OF CHICAGO CONCERNING BUILDING CAPACITY SIGN FEES.

The Committee on Buildings submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a substitute ordinance which was submitted and adopted by the Committee on Buildings on July 6, 1995 (two original ordinances were referred to the Committee on Buildings on April 12, 1995/PO95-1149 and May 17, 1995/PO95-2063) regarding building capacity signs to be posted and fees, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by all the members of the committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 13-84-410 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

13-84-410 Building Capacity -- Signs To Be Posted.

(a) In every theater, public assembly unit or open air assembly unit and in every room or in any portion of such units which is used as a place of assembly, there shall be conspicuously posted signs indicating the number of persons who may legally occupy such rooms and space. Such signs shall read as follows:

Occupancy By More Than ____ Persons Is Dangerous And Unlawful

Buildings Commissioner

City Of Chicago.

(b) Such signs shall be furnished by the Department of Buildings and shall be 15 inches in width by 12 inches in height. The lettering thereon indicating the lawful occupancy shall be of bold gothic type in red on a background of white, shall not be less than one inch in height and the numerals shall be one and one-quarter inches in height, and such lettering and numerals shall be properly spaced to provide good visibility. [The fee for each such sign so issued shall be $100.00 up to 300 occupants plus $.50 for each additional occupant. $50.00 shall be charged for the issuance of each duplicate card.]

(c) Such signs shall be illuminated, shall be durable, and shall be substantially secured to wall or partition.

(d) Such signs shall be located at the main entrance to such space or room so as to be conspicuously visible to a person entering such space or room.

(e) The fee for each location shall be $100.00 for up to 300 occupants plus $.50 for each additional occupant. "Location" for purposes of this section shall mean one or more rooms functioning as assembly units within a single structure and operated by the same owner or lessee. In locations that require more than one sign, the fee formula shall be based on the aggregate assembly capacity. A supplemental fee of $10.00 shall be charged for each additional card issued under a single application. $50.00 shall be charged for the issuance of each replacement card.

(f) The formula for existing assembly units that require one or more cards due to remodeling, alterations, addition, or reconfiguration of the floor plan shall be based solely on such room or space which has been altered.

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

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, July 13 , 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration seven proposed sign orders submitted on June 14, 1995 and June 30, 1995 (one sign, 14th Ward; one sign, 23rd Ward; one sign, 26th Ward; two signs, 27th Ward; and two signs, 32nd Ward), begs leave to recommend that Your Honorable Body do *Pass* said orders which are transmitted herewith.

This recommendation was concurred in by all the members of the committee, with no dissenting votes.

Respectfully,

(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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

311 West Chicago Avenue.

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 311 West Chicago Avenue:

Dimensions: length, 16 feet; height, 23 feet
Height Above Grade/Roof to Top of Sign: 48 feet
Total Square Foot Area: 368 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.

4901 South Cicero Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Artisan Signs, 1401 South Wallace, Riverdale, Illinois 60627, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4901 South Cicero Avenue (G and H Development) (billboard):

Dimensions: length, 40 feet; height, 18 feet
Height Above Grade/Roof to Top of Sign: 38 feet
Total Square Foot Area: 1,440 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.

4812 South Kedzie Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Company, 1322 Barclay Boulevard, Buffalo Grove, Illinois 60089-4506, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4812 South Kedzie Avenue (Blockbuster Video):

Dimensions: length, 95 feet, 6 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 14 feet
Total Square Foot Area: 382 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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670 North Milwaukee Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Universal Outdoor, Inc., 930 Stiles Drive, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 670 North Milwaukee Avenue (Permanent Index Number 17-08-224-002):

Dimensions: length, 60 feet; height, 16 feet, 8 inches
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 1,000 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.

1601 West School Street.
(Facing Ashland Avenue)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 560 Windypoint Drive, Glendale Heights, Illinois 60139, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1601 West School Street, Chicago, Illinois 60657 (Service Merchandise):

Dimensions: length, 57 feet; height, 5 feet
Height Above Grade/Roof to Top of Sign: 22 feet
Total Square Foot Area: 285 square feet
(Facing Ashland Avenue).

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.

1601 West School Street.
(Facing Lincoln Avenue)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 560 Windypoint Drive, Glendale Heights, Illinois 60139, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1601 West School Street, Chicago, Illinois 60657 (Service Merchandise):

Dimensions: length, 57 feet; height, 5 feet
Height Above Grade/Roof to Top of Sign: 22 feet
Total Square Foot Area: 285 square feet
(Facing Lincoln Avenue).

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.

1752 North Western Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to James D. Ahern Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1752 North Western Avenue (Citgo Gas Station):

Dimensions: length, 10 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 45 feet
Total Square Foot Area: 100 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 COMMITTEES, RULES AND ETHICS.

AMENDMENT OF TITLE 2, CHAPTER 8 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 071 CONCERNING ATTENDANCE RECORDS FOR CITY COUNCIL COMMITTEE EMPLOYEES.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, July 11, 1995.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having had a meeting on July 10, 1995 to consider an ordinance amending the Municipal Code to add a new Section 2-8-071 entitled "Employee Records", 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.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

Alderman Dixon, Steele and Moore moved to *Substitute* a proposed ordinance for the ordinance transmitted with the foregoing committee report. The motion to substitute *Prevailed* by a viva voce vote.

Alderman Shaw then presented the following amendment:

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

SECTION 1. Chapter 2-8 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-4-120, as follows:

2-4-120 Employee Records.

The mayor of the city of Chicago shall maintain a daily record of the attendance of the employees of the mayor's office. The record shall include the following: the date and day of the week; the name of each employee; a separate notation for each employee indicating whether the employee was in attendance at his or her work place. If an employee is indicated as absent, the record shall also indicate whether the absence is due to illness, vacation or other cause, and whether the employee is to be paid for that day. The record shall be certified as correct by the mayor of the city of Chicago or by any employee of the mayor's office designated by the mayor. Records required under this section shall be available for inspection in the office of the mayor during regular business hours.

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

Alderman Mell moved to *Lay on the Table* the foregoing amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Beavers, Dixon, Buchanan, Huels, Frias, Olivo, Burke, Streeter, Rugai, Troutman, Zalewski, Chandler, Medrano, Ocasio, Burnett, Wojcik, Suarez, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Schulter, M. Smith, Stone -- 33.

Nays -- Aldermen Holt, Steele, Shaw, Jones, Evans, Munoz, Shiller -- 7.

Thereupon, on motion of Alderman Mell, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 2-8 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-8-071, as follows:

2-8-071 Employee Records.

Each chairman of a committee of the city council shall maintain a daily record of the attendance of the employees of the committee. The record shall include the following: the date and day of the week; the name of each employee; a separate notation for each employee indicating whether the employee was in attendance at his or her work place. If an employee is indicated as absent, the record shall also indicate whether the absence is due to illness, vacation or other cause, and whether the employee is to be paid for that day. The record shall be certified as correct by the chairman of the committee or by any employee of the committee designated by the chairman. Records required under this section shall be available for inspection in the offices of the respective committees during regular

business hours in accordance with the Illinois Freedom of Information Act, as amended. A committee chairman who knowingly and intentionally fails to maintain records required by this section, or who knowingly and intentionally certifies inaccurate or incomplete records, shall be censured and removed as chairman of the affected committee; provided, however, that such removal shall occur only after a hearing on the alleged violation before the appropriate committee of the city council. Upon completion of the hearing, the committee shall report its findings and recommendations to the full city council, which shall determine by a majority of all the members entitled by law to be elected whether a violation has occurred and whether the violation was knowing and intentional.

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

ILLINOIS GENERAL ASSEMBLY URGED TO SUSPEND DRIVERS LICENSES OF CONVICTED VANDALS.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, July 11, 1995.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having had a meeting on July 10, 1995 to consider a resolution memorializing the Illinois General Assembly to punish graffiti violations by drivers license suspension, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

Be It Hereby Resolved, That the City Council of the City of Chicago hereby memorializes the Illinois General Assembly to enact legislation which would penalize persons found guilty of vandalism by a one-year suspension of their drivers license, in addition to any penalties which already exist.

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

APPROVAL OF PROPERTY AT 812 -- 816 NORTH PULASKI ROAD AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a resolution introduced by Alderman Percy Giles (37th Ward) authorizing Class 6(b) tax incentives for the property located at 812 -- 816 North Pulaski Road pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

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

WHEREAS, The City of Chicago, consistent with the Cook County Real Property 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, United Spring and Manufacturing Co. has recently acquired the property commonly known as 812 -- 816 North Pulaski Road, Chicago,

Illinois (hereinafter referred to as the subject property) and intends to construct an addition to its existing manufacturing facility located at 830 North Pulaski Road, Chicago, Illinois. The subject property will be eligible for Class 6(b) tax incentives; and

WHEREAS, The subject property will be occupied by United Spring and Manufacturing Co. and used for the manufacture of coil springs for farm machinery and other industrial springs; and

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

WHEREAS, The construction of this improvement 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 tax revenues; and

WHEREAS, The subject property is located within the boundaries of Chicago Enterprise Zone Number 6; and

WHEREAS, The Permanent Real Estate Index Numbers for the subject property are 16-03-431-027, 16-03-431-028, 16-03-431-029 and 16-03-431-030; now, therefore,

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

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

SECTION 2. The City of Chicago hereby supports and consents to the Class 6(b) designation of the subject property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Tax Numbers 16-03-431-027, 16-03-431-028, 16-03-431-029 and 16-03-431-030;

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

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

COMMITTEE ON HOUSING AND REAL ESTATE.

ESTABLISHMENT OF PILSEN/LITTLE VILLAGE SMALL BUILDING PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 establishing the Pilsen/Little Village Small Building Program for the acquisition and rehabilitation of small rental buildings in the Pilsen/Little Village community areas, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (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-Gonzales 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 for the acquisition and/or rehabilitation of 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 up to $1,100,000 of the HOME Funds allocated by H.U.D. to the City for the purpose of funding D.O.H.'s Pilsen/Little Village Small Building Program (the "Program"), pursuant to which the City will provide loans of less than $300,000 with an interest rate of zero percent and a maximum term of 30 years (the "Loans") to The Resurrection Project, an Illinois not-for-profit corporation (the "Owner"), for the purpose of the acquisition and/or rehabilitation by the Owner of residential buildings (the "Buildings") within the City which contain four to 10 residential buildings; and

WHEREAS, In connection with the Program, D.O.H. desires to engage The First National Bank of Chicago (the "Financial Institution"), 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 the Financial Institution, each such agreement to be in substantially the form and substance as the Pilsen/Little Village Small Building Program Financing Agreement attached hereto as Exhibit A and hereby made a part hereof, pursuant to which the Financial Institution will assist D.O.H. in connection with the Program, and (b) loan agreements with the Owner, 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".

Pilsen/Little Village Small Building Program Financing Agreement.

This Pilsen/ Little Village Small Building Program Financing Agreement (this "Agreement"), entered into this _____ day of _____, 1995, by and between the City of Chicago (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 The First National Bank of Chicago, 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 $28,308,000 of HOME Investment Partnerships Program (the "HOME Program") grant funds for federal fiscal year 1995 (the "1995 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 acquiring and rehabilitating properties in which persons of low- and very low-income will reside; and

Whereas, The City Council, pursuant to an ordinance passed on _____, 1995 (the "Ordinance"), has authorized the use of up to $1,100,000 of HOME Funds to provide loans (the "Loans") to the Resurrection Project, an Illinois not-for-profit corporation (the "Owner") for the purpose of rehabilitating residential properties (consisting of a minimum of four (4) 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 a national banking institution which is willing to make loan commitments to the Owner, for the purposes of determining the Owner's need for one or more Loans 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 Pilsen/Little Village Small Building 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 (as updated for each Project), 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 containing four to ten dwelling units and located within either of the community areas identified as (i) No. 30, commonly known as South Lawndale or (ii) No. 31, commonly known as Lower West Side, or as identified under such new designations of community area numbers and/or names of the community areas described in this definition as the same may be amended or modified from time to time.

"City" shall mean the City of Chicago 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", for each Loan, shall mean the closing date of such Loan to the Owner.

"Costs" shall mean any and all costs, expenses, damages, judgments, obligations, contribution, 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 (including the acquisition cost of the Building) 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, for each Project, 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.

"Loan" shall mean a loan made by the City from the Pilsen Funds to the Owner in connection with a Project.

"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, for each Loan under the Program, that certain Illinois not-or-profit corporation known as The Resurrection Project.

"Owner's Equity" shall mean the funds of the 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 the 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.

"Pilsen Funds" shall mean up to $1,100,000 of HOME Funds authorized by the City Council for use in the Program.

"Private Funds" shall mean funds derived from a Private Loan and/or the Owner's Equity.

"Private Lender" shall mean The First National Bank of Chicago, a national banking association, and its successors and assigns.

"Private Loan" shall mean a loan made to the Owner by the Private Lender to finance acquisition and/or rehabilitation of a Building.

"Project" shall mean the acquisition and/or 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

rehabilitation of the Building including, but not limited to, real estate taxes, construction interest, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, costs of relocating utilities and other site 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, for each Project, 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, for each Project, 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 the Owner to rehabilitate smaller Buildings in the City's neighborhoods and to make it economically and operationally feasible for the Owner 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 the credit of the Owner for each Loan and underwriting each Loan 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 Pilsen 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 the Owner in connection with a Project for which the Owner has or may obtain all the funds required to pay Project Costs from sources other than the City.

(c) Owner's Equity. In connection with each Loan, the Owner shall, as of each Closing Date, deposit into the Escrow Account the Owner's Equity in an amount not less than ten percent (10%) of the Project Costs (including the acquisition cost) of the Owner's Building; provided, however, that the acquisition cost of the Building (with respect to determining the principal amounts of the Private Loan and the Loan) shall be limited to the pre-rehabilitation appraised value of the Building and any acquisition cost exceeding such pre-rehabilitation appraised value shall be deposited by the Owner into the Escrow Account as additional Owner's Equity over and above the ten percent (10%) equity contribution described earlier in this sentence. 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 acquisition and/or rehabilitation of the 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 the 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 1.15. 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.

(e) Fees to Owner. For each Loan, the Owner shall be permitted to charge a developer's fee of ten percent (10%) based on the Project Costs.

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%) per annum. Interest on each Loan, if any, 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 the Owner's capacity to undertake each Project.

(c) Terms 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 based on the Owner's projected cash flow, 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 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 the Owner, any contractor or subcontractor for each 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 be the lesser of (i) eighty

percent (80%) of the post-rehabilitation appraised value of the Building or (ii) ninety percent (90%) of Project Costs (including the acquisition cost 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 (3) 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 (2) 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 of thirty (30) years and shall be repayable in monthly installments of principal and interest with an amortization period of thirty (30) years. 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.

In connection with each Project, 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 Lenders 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 Agreement shall be terminated without notice to the Owner.

3.5 Self-Dealing.

The Private Lender shall not present any Application to D.O.H. for approval if any member, officer, director or employee of the Private Lender is an officer, director, employee or agent of the Owner 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 $1,100,000 from its HOME Funds for the purpose of providing Loans to the Owner under the Program. Notwithstanding the foregoing, nothing contained herein shall obligate the City to close any Loan which does not fully comply, in the sole discretion of the City, with the requirements specified herein for such Loan and with the preconditions contained in the applicable Loan Documents.

4.2 Role Of D.O.H.

D.O.H. shall, for each Project:

(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 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 fulfill the City's Hiring Preference Ordinance;

(i) determine whether the Project has complied with any applicable 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 which describe 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 every year for each Building; 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 $700,000 for the purposes of providing Private Loans to the Owner.

5.2 Scope Of Services.

The Private Lender shall provide the following Services, for each Project:

(a) Initial Review and Related Services by Private Lender. Upon receipt by the Private Lender from the 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 the 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 which relate to the rehabilitation of the Building, 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 the Owner's proposed development budget and projected cash flow from the Buildings, and shall evaluate the reasonableness of such budget and cash flow.

(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 Contractor. 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 fifteen percent (15%) 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 Owner 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 and 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 prospective tenant in the Building shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subject to discrimination in connection with the Project; and

(v) that, upon the 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 the Owner 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 Owner. 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 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 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) photographs of the Building (front and back);

(13) relocation plan and tenant profiles, if applicable;

(14) the Private Lender's loan approval summary;

(15) the environmental clearance from D.O.H.; and

(16) the environmental audit regarding lead-based paint.

In the Private Lender's construction file for the Owner and the Building:

(1) plan 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) records of all payouts; and

(13) Lien Waivers.

(i) Reporting. On the fifteenth (15th) day of each January, April, July and October during the terms 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 (1st) 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, (iii) with respect to each Loan which shall not have yet closed, the following information: (1) the address of the Building, (2) the number of dwelling units contained in the Building, (3) the date of the Owner's initial application, (4) the proposed principal amounts of the Loan and of the Private Funds and (5) 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 the 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 the Owner 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 duly authorized to do business in the State of Illinois as a national banking association;

(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 (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 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 hereof 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 Services 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 of 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)k 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 One Million Dollars ($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 a 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 fort 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:

The First National Bank of Chicago
One First National Plaza
Mail Suite 0289
Chicago, Illinois 60670-0289
Attention: Neighborhood Banking Division

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 served 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 principals.

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 insure 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 References To Statutes, Etc.

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

The First National Bank of Chicago

By: _____

AMENDMENT OF REDEVELOPMENT AGREEMENT WITH CULINARY FOODS, INC. FOR ACQUISITION OF ADDITIONAL PRIVATE STREETS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 to a Redevelopment Agreement to include private streets, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance passed by the City Council of the City of Chicago on June 16, 1994 and published at pages 51604--51724 of the Journal of the Proceedings of the City Council of such date, a redevelopment agreement ("Redevelopment Agreement") between the City of Chicago ("City"), Culinary Foods, Inc., an Illinois corporation ("Culinary-Illinois"), and Murray Manaster ("Manaster", collectively with Culinary-Illinois, the "Developer") was authorized and approved for the construction by the Developer of, among other things, a freezer and warehouse facility of not less

than 75,000 square feet (the "Phase II Facility") in order to consolidate Culinary-Illinois' operations located within the Stockyards Tax Increment Financing District and the 43rd and Racine Blighted Commercial Area; and

WHEREAS, The Redevelopment Agreement was executed on August 4, 1994 by the Developer and the City; and

WHEREAS, The Developer's interest in the Redevelopment Agreement was assigned by the Developer on August 5, 1994 to Culinary Foods, Inc., a Delaware corporation ("Culinary-Delaware") and wholly-owned subsidiary of Tyson Foods, Inc., a Delaware corporation, which has assumed all of the obligations of the Developer under the Redevelopment Agreement; and

WHEREAS, Pursuant to Recital E of the Redevelopment Agreement, the Developer was to endeavor to acquire a portion of a private street adjacent to the Phase II Facility ("Private Street No. 2") in order to increase the size of the Phase II Facility; and

WHEREAS, The Developer has been unable to acquire Private Street No. 2; and

WHEREAS, The City has acquired Private Street No. 2 through eminent domain procedures; and

WHEREAS, The City desires to convey Private Street No. 2 to Culinary-Delaware at its cost of $1,000 (the "Disposition"); and

WHEREAS, In addition Culinary-Delaware has been unable to acquire another portion of a private street which is also adjacent to the Phase II Facility perpendicular to and north of Private Street No. 2, and approximately 165 feet long and 65 feet wide ("Private Street No. 4"); and

WHEREAS, The City and Culinary-Delaware desire to amend the Redevelopment Agreement in order to provide for the disposition of Private Street No. 2 and acquisition and disposition of Private Street No. 4; 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 Planning and Development (the "Commissioner") is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the Redevelopment Agreement between Culinary-Delaware and the City to add the following language to Recital E thereof:

If the Developer is unable to acquire Private Street No. 2, the City will acquire it through eminent domain procedures and convey it to the Developer at its cost. In addition, if necessary, the City may acquire Private Street No. 4 through eminent domain procedures and convey it to the Developer at its cost.

The Commissioner is further authorized to execute such other related documents as may be necessary to carry out and comply with the terms and provisions of the amendment.

SECTION 3. The sale of Private Street No. 2 described in Exhibit A attached hereto, to Culinary-Delaware is hereby approved for $1,000.00.

SECTION 4. In addition, if necessary, the Corporation Counsel is authorized to acquire Private Street No. 4 through eminent domain procedures and the sale of Private Street No. 4 to Culinary-Delaware at the City's cost is hereby approved.

SECTION 5. The Mayor or his proxy is authorized to execute and the City Clerk to attest quitclaim deeds for Private Street No. 2 and No. 4 to Culinary-Delaware.

SECTION 6. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall be in full force and effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

43rd-Racine Blighted Commercial Area

Private Street Number 2.

Commonly known as: Private Street No. 2,
East of Private Street No. 4,
Adjacent to Permanent Index Numbers: 20-05-104-001;
20-05-104-002; 20-05-108-001 and 20-05-108-014.

Parcel 1:

a strip of land, 50 feet wide, in the southwest quarter of the northwest quarter of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, lying south of and adjoining Lots 3 and 4 in Block 1 in Packers' Second Addition to Chicago, a subdivision of part of said southwest quarter of the northwest quarter of Section 5, south of and adjoining Lot 15 in Block 1 in Packers' Fifth Addition to Chicago, a subdivision of part of said Packers' Second Addition, and south of a line extended from the southwest corner of said Lot 4 in Block 1 in Packers' Second Addition to the southeast corner of said Lot 15 in Block 1 in Packers' Fifth Addition; lying north of and adjoining Lots 3 and 4 in Block 2 in said Packers' Second Addition, north of and adjoining Lot 1 in Block 4 in said Packers' Fifth Addition, and north of a line extended from the northwest corner of said Lot 4 in Block 2 in Packers' Second Addition to the northeast corner of said Lot 1 in Block 4 in Packers' Fifth Addition; lying east of a line extended from the northwest corner of said Lot 1 in Block 4 in Packers' Fifth Addition to the southwest corner of the aforesaid Lot 15 in Block 1 in Packers' Fifth Addition; and lying west of the northward extension of the east line of the west 65 feet of the aforesaid Lot 3 in Block 2 in Packers' Second Addition, in Cook County, Illinois.

Parcel 2:

that part of the southwest quarter of the northwest quarter of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian; lying west of a line extended from the southwest corner of Lot 15 in Block 1 in Packers' Fifth Addition to Chicago, a subdivision of part of Packers' Second Addition to Chicago, a subdivision of part of said southwest quarter of the northwest quarter of Section 5, to the northwest corner of Lot 1 in Block 4 in said Packers' Fifth Addition; lying east of a line extended from the southeast corner of Lot 15 in Block 2 in said Packers' Fifth Addition to the northeast corner of Lot 1 in Block 3 in said Packers' Fifth Addition; lying south of a line extended from the aforesaid southwest corner of Lot 15 in Block 1 in Packers' Fifth Addition to the aforesaid southeast corner of Lot 15 in Block 2 in Packers' Fifth Addition; and lying north of a line extended from the aforesaid northwest corner of Lot 1 in Block 4 in Packers' Fifth Addition to the aforesaid northeast corner of Lot 1 in Block 3 in Packers' Fifth Addition, in Cook County, Illinois.

APPROVAL FOR SALE OF PROPERTY AT
1529 -- 1539 WEST TAYLOR STREET
TO MR. RALPH DAVINO.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 sale of Disposition Parcel B-97(a) in the Near West Side Conservation Area, at 1529 -- 1539 West Taylor 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago established the Community Development Commission ("Commission"); and

WHEREAS, The Commission is authorized to assume the functions of the former Department of Urban Renewal in the sale of project land and revitalization of project areas; and

WHEREAS, The City Council of the City of Chicago ("City Council") approved the designation of the Near West Side Conservation Area ("Project Area") and the Near West Side Conservation Plan, as amended ("Conservation Plan"); and

WHEREAS, On May 9, 1995, by Resolution No. 95-CDC-23, the Commission recommended the sale of the property located at 1529 -- 1539 West Taylor Street, known as Disposition Parcel B-97(a) (the "Property"), in the Project Area to Mr. Ralph Davino; and

WHEREAS, Mr. Ralph Davino (the "Developer") is prepared to redevelop Parcel B-97(a) in the Project Area as a mixed use site; and

WHEREAS, The Developer has proposed to pay $85,646.03 as consideration for the purchase of Disposition Parcel B-97(a); and

WHEREAS, Staff has reviewed the plans of Mr. Ralph Davino and has concluded that such plans conform to the Conservation Plan; and

WHEREAS, The City Council has considered said Resolution of the Commission and the proposed sale of Parcel B-97(a) as recommended therein, and it is the sense of the City Council that the sale is in furtherance of the Conservation Plan in the Project Area and should be approved; now, therefore,

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

SECTION 1. The sale recommended by the Commission of Disposition Parcel B-97(a) in the Project Area as described below to Mr. Ralph Davino is hereby approved as follows:

Location	Permanent Index Number	Total Square Feet	Total Price
1529 -- 1539 West Taylor Street	17-17-324-010 through and including 17-17-324-014	12,688.30	$85,646.03

SECTION 2. The Commissioner of the Department of Planning and Development, on behalf of the City of Chicago, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents as may be necessary to implement the redevelopment of the Property, subject to the approval of the Corporation Counsel.

SECTION 3. The mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed for the Property 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.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 3229 SOUTH INDIANA AVENUE TO ILLINOIS COLLEGE OF OPTOMETRY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 the sale of property at 3229 South Indiana 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, Illinois College of Optometry ("I.C.O."), an Illinois not-for-profit corporation, 3241 South Michigan Avenue, Chicago, Illinois 60616 ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of expansion; 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 Grantee in the amount of $25,000.00.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) the Property is developed for use in connection with the Grantee's organization within one (1) year from the date of this deed; and

2) the Property is used in connection with the Grantee's organization 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 this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lot 37 in Block 4 in Tyler's Subdivision of the south half of the northeast quarter of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3229 South Indiana Avenue, Chicago, Illinois, Permanent Index No. 17-34-110-011).

RECESSION OF PRIOR SALE OF PROPERTY AT 5659 -- 5669 WEST WASHINGTON BOULEVARD TO BETHEL NEW LIFE AND APPROVAL FOR SUBSEQUENT SALE TO COURTWAY COMMONS LIMITED PARTNERSHIP.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 recinding a prior conveyance and approving the sale of property at 5659 -- 5669 West Washington Boulevard to Courtway Commons Limited Partnership, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, On November 14, 1990 (Council Journal of Proceedings, pages 24526 -- 24529), the City Council approved the conveyance of the Property to Bethel New Life, but Bethel New Life has expressed its unwillingness to accept title to the Property; and

WHEREAS, Courtway Commons Limited Partnership, an Illinois limited partnership ("Grantee"), 510 West Harrison Street, Chicago, Illinois 60644, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon for use in conjunction with the adjacent residential building; 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 rescinds its approval of the sale of the Property to Bethel New Life, and hereby approves the sale of the Property to the Grantee in the amount of $4.00.

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 Grantee. The quitclaim deed 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 3. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

The west 2 feet of Lot 5, and all of Lots 6 to 9, in the resubdivision of Lots 1 to 6 and 20 to 25, in Block 5, in Henry Waller's Subdivision of the south forty-three and three-quarter acres of the east half of the southeast quarter of Section 8, Township 39 North, Range 13, lying East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 16-08-422-003.

Address: 5659 -- 5669 West Washington Boulevard
Chicago, Illinois 60644.

REPEAL OF ORDINANCES WHICH AUTHORIZED SALE OF CITY-OWNED PROPERTY AT 5254 SOUTH HALSTED STREET AND 4809 SOUTH UNION AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 General Services repealing bids at the following locations:

5254 South Halsted Street

4809 South Union Avenue,

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being part of the ordinance):

5254 South Halsted Street.

WHEREAS, The City Council heretofore approved the sale to Ms. Boisie L. Watson, 5258 South Halsted Street, Chicago, Illinois 60609, property commonly known as follows:

Legal Description.

Lot 45 in Henry Botsford Subdivision of that part lying south of the north 72 rods and north of the south 78 rods in the east half of the southeast quarter of Section 8, Township 38 North, Range 14 (except the south 33 feet and the east 33 feet thereof) lying east of the east 33 feet thereof in Cook County, Illinois (commonly known as 5254 South Halsted Street, Permanent Tax No. 20-08-414-086)

WHEREAS, Ms. Boisie L. Watson, did not comply with the Offer to Purchase procedure on closing, thereby forfeiting her deposit of $220.00 to the City of Chicago; Ms. Watson did not answer numerous letters and also a registered letter; now, therefore,

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

SECTION 1. The ordinance passed by this body on July 14, 1993 (Council Journal of Proceedings, page 35341) approving the sale to said above purchaser be hereby repealed.

SECTION 2. The Department of General Services, Bureau of Real Estate Management, is hereby authorized to cancel the quitclaim deed, and re-offer this property for sale.

SECTION 3. This ordinance shall be effective upon passage.

4809 South Union Avenue.

WHEREAS, The City Council heretofore approved the sale to Mr. Adam Campbell, 4816 South Union Avenue, Chicago, Illinois 60609, property commonly known as follows:

Legal Description.

Lot 270 in Fowler's Resubdivision of part of the South Side Homestead Association Addition, being a subdivision of the north half of the northwest quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4809 South Union Avenue, Permanent Tax No. 20-09-106-004)

WHEREAS, Mr. Adam Campbell, did not comply with the Offer to Purchase procedure on closing, thereby forfeiting his deposit of $800.00 to the City of Chicago; Mr. Campbell was notified by mail and certified mail numerous times; now, therefore,

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

SECTION 1. The ordinance passed by this body on July 14, 1991 (Council Journal of Proceedings, pages 3852 -- 3853) approving the sale to said above purchaser be hereby repealed.

SECTION 2. The Department of General Services, Bureau of Real Estate Management, is hereby authorized to cancel the quitclaim deed, and re-offer this property for sale.

SECTION 3. This ordinance shall be effective upon passage.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS TO FIRST BAPTIST INSTITUTIONAL CHURCH OF CHICAGO UNDER SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 approving a Special Sale at the following locations:

1616 South Karlov Avenue

1618 South Karlov Avenue

1621 South Karlov Avenue

1623 South Karlov Avenue

1627 -- 1629 South Kedvale Avenue

1644 South Kedvale Avenue

1648 South Kedvale Avenue

1615 South Keeler Avenue

1411 -- 1413 South Tripp Avenue

1421 South Tripp Avenue

1425 South Tripp Avenue

1501 South Tripp Avenue/4217 -- 4219 West 15th 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, First Baptist Institutional Church of Chicago, an Illinois not-for-profit corporation ("Grantee"), 4220 West 18th Street, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing housing thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of $1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that housing is built on the Property within one (1) year of the date of this deed.

In the event that the above condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate upon issuance of a certificate of occupancy by the City of Chicago.

SECTION 4. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Descriptions.

Lot 13 in Block 4 in Reyles & Loeffler's Addition to Chicago, a subdivision of Lot 1 in Superior Court Partition of the southeast quarter of the east half of the southeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1616 South Karlov Avenue, Chicago, Illinois (Permanent Index No. 16-22-404-031-0000);

Lot 14 in Block 3 in Reyles & Loeffler's Addition to Chicago, said Addition being subdivision of Lot 1 in Superior Court Partition of the southeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1618 South Karlov Avenue, Chicago, Illinois (Permanent Index No. 16-22-405-030-0000);

Lot 22 in Block 2 in Reyles & Loeffler's Addition to Chicago of Lot 1 of Superior Court Partition of the southeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1621 South Karlov Avenue, Chicago, Illinois (Permanent Index No. 16-22-406-010-0000);

Lot 21 in Block 2 in Reyles & Loeffler's Addition to Chicago, a subdivision of Lot 1 in the Superior Court Partition of the southeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1623 South Karlov Avenue, Chicago, Illinois (Permanent Index No. 16-22-406-011-0000);

Lots 19 and 20 in Block 3 in Reyles & Loeffler's Addition to Chicago, being a subdivision of Lot 1 in the Superior Court Partition of the southeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1627 -- 1629 South Kedvale Avenue, Chicago, Illinois (Permanent Index Nos. 16-22-405-016/017-0000);

Lot 72 in Oliver's Subdivision of Lot 2 in Assessor's Division of the southeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1644 South Kedvale Avenue, Chicago, Illinois (Permanent Index No. 16-22-404-042-0000);

Lot 74 in Oliver's Subdivision of Lot 2 in Assessor's Division of the southeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1648 South Kedvale Avenue, Chicago, Illinois (Permanent Index No. 16-22-404-044-0000);

Lot 25 in Block 4 in Reyles & Loeffler's Addition of Chicago, in Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1615 South Keeler Avenue, Chicago, Illinois (Permanent Index No. 16-22-404-012-0000);

Lots 4 and 5 in Block 1 in Tabor's Subdivision of Blocks 5, 6, 9, 10, 11 and 12 in the subdivision of L.C. Paine Freer (as Receiver) of the west half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

commonly known as 1411--1413 South Tripp Avenue, Chicago, Illinois (Permanent Index No. 16-22-218-003-0000);

Lot 8 in Block 1 in Tabor's Subdivision of Blocks 5, 6, 9, 10, 11 and 12 in the subdivision of L.C. Paine Freer (as Receiver) of the west half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 1421 South Tripp Avenue, Chicago, Illinois (Permanent Index No. 16-22-218-006-0000);

Lot 9 in Block 1 in Tabor's Subdivision of Blocks 5, 6, 7, 10, 11 and 12 in the subdivision of L.C. Paine Freer (as Receiver) of the west half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1425 South Tripp Avenue, Chicago, Illinois (Permanent Index No. 16-22-218-007-0000);

Lot 47 in Block 2 in Citizens Land Association Subdivision of Blocks 7 and 8 in the subdivision of L.C. Paine Freer (as Receiver) a subdivision of the west half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1501 South Tripp Avenue/4217 -- 4219 West 15th Street, Chicago, Illinois (Permanent Index No. 16-22-226-001-0000);

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 335 -- 337 NORTH MENARD AVENUE/5721 -- 5737 WEST CORCORAN PLACE TO SENIOR SUITES CHICAGO CORPORATION UNDER SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, April 28, 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 a Special Sale at 335 -- 337 North Menard Avenue/5721 -- 5737 West Corcoran Place, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Senior Suites Chicago Corporation, an Illinois corporation ("Grantee"), 5327 North Sheridan Road, Suite 100, Chicago, Illinois 60640 has offered to purchase the Property from the City of Chicago for the purpose of constructing housing thereon; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee, in the amount of $1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express condition that housing is built on the Property within one year of the date of this deed.

In the event that the above condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate upon issuance of a certificate of occupancy by the City of Chicago.

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.

The north 30 feet of Lot 15 and all of Lots 16, 17 and 18 in Block 6 in Conway's Resubdivision of Block 6 and the west part of Lot 5 (except the south 30 feet) in Frank's Resubdivision of the north 36-1/4 acres of the east half of the southeast quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 335 -- 337 North Menard Avenue/5721 -- 5737 West Corcoran Place, Chicago, Illinois, Permanent Index No. 16-08-403-001).

APPROVAL FOR SALE OF CITY-OWNED PROPERTIES AT SUNDRY LOCATIONS UNDER SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred three ordinances by the Department of General Services authorizing Special Sales at the following locations:

2700 North Fairfield Avenue

811 North Parkside Avenue

1516, 1518, 1536 and 1542 South St. Louis Avenue,

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

2700 North Fairfield Avenue.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, City of Chicago, Board of Education, Brentano Elementary School ("Grantee") 1819 West Pershing Road, Chicago, Illinois has offered to purchase the Property for the purpose of constructing a parking lot thereon for use in conjunction with the school; 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 Grantee in the amount of $1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six (6) months of the date of this deed; and

2) the Property is used as a parking lot for a period of not less than five (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.

Lot 24 and the south 1 foot of Lot 23 in Block 1 in Harriet Farlin's Subdivision of the west half of the southeast quarter of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2700 North Fairfield Avenue, Chicago, Illinois, Permanent Index No. 13-25-400-042-0000).

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811 North Parkside Avenue.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, Rising Sun Missionary Baptist Church, an Illinois not-for-profit corporation ("Grantee"), 820 North Central Avenue, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of $1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six (6) months of the date of this deed; and

2) the property is used as a parking lot for a period of not less than five (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 this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lot 29 and the south half of Lot 30 in Canfield's Subdivision of Block 16 in Alvin Salisbury's Subdivision of the east half of the southeast quarter of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 811 North Parkside Avenue, Chicago, Illinois, Permanent Index No. 16-05-431-018).

1516, 1518, 1536 And 1542 South St. Louis Avenue.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, Mount Ebenezer Baptist Church, an Illinois not-for-profit corporation ("Grantee"), 1533 South Drake Avenue, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Grantee in the amount of $1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six (6) months of the date of this deed; and

2) the property is used as a parking lot for a period of not less than five (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.

The north half of Lot 4 in Block 6 in Grant's Addition to Chicago, a subdivision of the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook

County, Illinois (commonly known as 1516 South St. Louis Avenue, Permanent Index No. 16-23-223-028).

The south half of Lot 4 in Block 6 in Grant's Addition to Chicago of the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1518 South St. Louis Avenue Permanent Index No. 16-23-223-029).

The north 22.60 feet of the east 73.10 feet and the west 6.50 feet of the east 79.60 feet of the north 17.80 feet of Lot 8 in Block 6 in Grants Addition to Chicago, said addition being a subdivision of the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1536 South St. Louis Avenue, Permanent Index No. 16-23-223-045).

The south half of Lot 9 in Block 6 in Grant's Addition to Chicago, said addition being a subdivision of the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1542 South St. Louis Avenue, Permanent Index No. 16-23-223-038).

AUTHORIZATION FOR CONVEYANCE OF PROPERTY AT SUNDRY LOCATIONS TO QUALIFIED PARTICIPANTS UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 authorizing the conveyance of property under the Chicago Abandoned Property Program (C.A.P.P.) at the following locations:

5414 South Wells Street

536 -- 538 East 43rd Street,

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

This recommendation was concurred in by 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

5414 South Wells 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 exist 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: 5414 South Wells Street.

Participant: Lisa Woods.

Purpose: Rehabilitation.

Permanent Index Number: 20-09-417-064.

Legal Description.

Lot 4 (except the east 10 feet thereof taken for street) in Carr's Resubdivision of Lot 26 in Block 1 in Kedzie's Subdivision of the southwest quarter of the southeast quarter of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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536 -- 538 East 43rd Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exist 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; and

WHEREAS, The Participant is a City employee; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. The conveyance of the Property by the City to the Participant is hereby declared exempt from Section 2-156-110 of the Municipal Code of the City of Chicago.

SECTION 6. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 536 -- 538 East 43rd Street.

Participant: Ruth Allen and Hattie Allen.

Purpose: Rehabilitation.

Permanent Index Number: 20-03-223-025.

Legal Description.

Lot 33 in George S. Bowen's Subdivision of that part of the south half of the south half of the southwest quarter of the northeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, lying east of Vincennes Avenue, in Cook County, Illinois.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED CONVEYANCE OF CITY-OWNED PROPERTY WITHIN 63RD AND KEDZIE BLIGHTED COMMERCIAL REDEVELOPMENT PROJECT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 amending the 63rd-Kedzie Project Land Ordinance to authorize the sale of an alley to be vacated, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On November 16, 1994, the City Council of the City of Chicago passed an ordinance (Council Journal of the Proceedings, pages 61231--61234) ("Ordinance") approving the sale of various parcels of real property in connection with the 63rd and Kedzie Blighted Commercial Redevelopment Project ("Project"); and

WHEREAS, The City Council finds that it is not necessary, appropriate or in the best interest of the City to retain title to the alley south of and abutting the lots to be conveyed and developed in accordance with the Ordinance and which alley is proposed to be vacated; and

WHEREAS, In furtherance of the Project, the City desires to include such abutting alley with the conveyance of such lots upon completion of the vacation; and

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

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

SECTION 1. Sections 2 and 3 of the ordinance are hereby amended by adding the words "and, upon vacation, the alley south of and abutting such lots" following the words "Acquisition Parcels" in each such section.

SECTION 2. This ordinance shall be in effect upon its passage and approval in accordance with law.

REVOCATION OF PRIOR APPROVAL FOR CONVEYANCE OF PROPERTY AT 3333 WEST FULTON STREET AND 6557 -- 6559 SOUTH KIMBARK AVENUE AND RECONVEYANCE TO SUBSTITUTE PARTICIPANTS UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 authorizing the conveyance of property under the Chicago Abandoned Property Program (C.A.P.P.) at the following locations:

3333 West Fulton Street

6557 -- 6559 South Kimbark Avenue,

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

3333 West Fulton 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 on 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 unable to complete the demolition or rehabilitation of the building as required under C.A.P.P.; and

WHEREAS, The Commissioner has recommended that the Participant 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: 3333 West Fulton Street.

Previous Ordinance Date: October 5, 1994.

Participant: David Nelson.

Substitute Participant: Connie and Juan Rosales.

Purpose: Rehabilitation.

Permanent Index Number: 16-11-408-010-000.

Legal Description.

Lot 23 (except that part thereof conveyed by Mary A. Dean to Nellie A. Knopf by quitclaim deed recorded July 14, 1920 as Document 6885610) in the subdivision of the east 158.4 feet of Blocks 3, 4, 9 and 10 in Tyrrell, Barrett and Kerfott's Subdivision of the east half of the southeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, lying north of Lake Street, in Cook County, Illinois.

6557 -- 6559 South Kimbark 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: 6557 -- 6559 South Kimbark Avenue.

Previous Ordinance Date: July 14, 1993.

Participant: Janet Derrick.

Substitute Participant: Alphonso Gamble.

Purpose: Rehabilitation.

Permanent Index Number: 20-23-212-026.

Legal Description.

Lots 7 and 8 in Block 2 in Wait and Munro's Addition to Hyde Park in the west half of the northeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded November 12, 1883 as Document Number 507442, in Cook County, Illinois.

AUTHORIZATION FOR CONVEYANCE OF BOARD OF EDUCATION PROPERTY AT 6110 NORTH FAIRFIELD AVENUE AND 6700 NORTH GREENVIEW AVENUE TO PUBLIC BUILDING COMMISSION OF CHICAGO.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 Honorable Richard M. Daley, Mayor, authorizing the sale of Board of Education property to the Public Building Commission at the following locations:

6110 North Fairfield Avenue

6700 North Greenview 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago ("Board") adopted Resolution No. 95-0125-RS8 on January 25, 1995 to request the Public Building Commission of Chicago ("P.B.C.") to amend the BE-76 Series A Building Revenue Bond Issue by withdrawing the Clinton/Hayt/ Kilmer New Elementary School Project; and

WHEREAS, Resolution No. 95-0125-RS8 also requested that funds made available from the BE-76 Series A Building Revenue Bond Issue, by the withdrawal of the Clinton/Hayt/Kilmer New Elementary School Project, be used by the Commission to fund, plan and construct an addition at each of the Clinton, Hayt and Kilmer Elementary School sites; and

WHEREAS, Hayt Elementary School was conveyed to the P.B.C. under the BE-69 Project and the Board is the owner of Clinton Elementary School at 6110 North Fairfield Avenue and Kilmer Elementary School at 6700 North Greenview Avenue, title to which, pursuant to statute is held by the City of Chicago In Trust For The Use Of Schools; and

WHEREAS, On April 26, 1995, by Resolution No. 96-0426-RS4, the Board requested the City Council to convey Clinton Elementary School at 6110 North Fairfield Avenue and Kilmer Elementary School at 6700 North Greenview Avenue to the P.B.C.; now, therefore,

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

SECTION 1. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest a quitclaim deed from the City of Chicago In Trust For The Use Of Schools to the Public Building Commission for the real property legally described on Exhibit A which is attached hereto and incorporated herein by this reference.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Descriptions.

Clinton Elementary School
6110 North Fairfield Avenue

Lots 1 to 33 in Block 3 of Ellis and Morris Addition to North Edgewater being a Subdivision of the west half of the west half of the west half of the northeast quarter of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.

Kilmer Elementary School
6700 North Greenview Avenue

Lots 6 to 10, both inclusive, Lots 15 to 23, both inclusive, in the Subdivision of the east half of Lots 15 and 16 in L.C. Paine Freer's Receiver's Subdivision of the west half of the southwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.

ACCEPTANCE OF BID PROPOSALS FOR PURCHASE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ten ordinances by the Department of General Services accepting bid proposals for various properties at the following locations:

5948 South Ashland Avenue

3457 West Jackson Boulevard

3459 West Jackson Boulevard

1545 South Komensky Avenue

33 -- 35 North Menard Avenue

1823 South Springfield Avenue

2113 North Stave Street

7231 South Stony Island Avenue

1837 West Walnut Street

1843 West Walnut 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

5948 South Ashland Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Ms. Susie BaBa, P.O. Box 123, Skokie, Illinois 60076-0123, to purchase for the sum of $4,480.00, the City-owned vacant property, as advertised, described as follows:

> Lot 20 in Block 1 in Demarest Subdivision in the northeast quarter of the southeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian (except that part lying east of a line 50 feet west of and parallel with the east line of said Section 18 conveyed to the City of Chicago by deed dated February 29, 1928 and recorded March 11, 1928 as Document No. 10019510 in Cook County, Illinois (commonly known as 5948 South Ashland Avenue, Permanent Tax No. 20-18-407-039)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $448.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said

deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3457 West Jackson Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Michael E. Jackson, 3455 West Jackson Boulevard, Chicago, Illinois 60624 to purchase for the sum of $6,000.00, the City-owned vacant property, as advertised, described as follows:

> Sublot 3 in Sprague and Wilson's Resubdivision of Lots 16, 17 and 18 in Block 8 in Central Park Addition to Chicago in Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3457 West Jackson Boulevard, Permanent Tax No. 16-14-215-003)

subject to covenants, zoning and building restrictions, easements and conditions, if any of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $600.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3459 West Jackson Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Jim Kruger and Mr. Constantine Kanavos, as tenants in common, 3118 West Devon Avenue, Chicago, Illinois 60659 to purchase for the sum of $4,700.00, the City-owned vacant property, as advertised, described as follows:

> Lot 2 in Block 8 in Sprague and Wilson's Resubdivision of Lots 16, 17 and 18 of Central Park Addition to Chicago, being part of the west half of the northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3459 West Jackson Boulevard, Permanent Tax No. 16-14-215-002)

subject to covenants, zoning and building restrictions, easements and conditions, if any of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $470.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1545 South Komensky Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Abraham and Ruby Coburn, as joint tenants, 4311 West 15th Street, Chicago, Illinois 60623 to purchase for the sum of $2,000.00, the City-owned vacant property, as advertised, described as follows:

Lot 31 in Block 8 of Our Home Addition to Chicago, being a subdivision of the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1545 South Komensky Avenue, Permanent Tax No. 16-22-230-015)

subject to covenants, zoning and building restrictions, easements and conditions, if any of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $200.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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33 -- 35 North Menard Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Jim Kruger and Mr. Constantine Kanavos, not as joint tenants but as tenants in common, 3118 West Devon Avenue, Chicago, Illinois 60659 to purchase for the sum of $14,650.00, the City-owned vacant property, as advertised, described as follows:

Lots 12 and 13 in Block 4 in Henry Waller's Subdivision of the south 43 3/4 acres of the east half of the southeast quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 33 -- 35 North Menard Avenue, Permanent Tax No. 16-08-421-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $1,465.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1823 South Springfield Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Leugennie Taylor, 1818 South Avers Avenue, Chicago, Illinois 60623, to purchase for the sum of $3,000.00, the City-owned vacant property, as advertised, described as follows:

> Lot 45 and the north half of Lot 44 in Block 6 in Moore's Subdivision of Lot 1 in Superior Court Partition of the west 60 acres north of the Southwest Plank Road of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1823 South Springfield Avenue, Permanent Tax No. 16-23-310-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $300.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2113 North Stave Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Leo Popowski, widower and not since remarried, 2109 North Stave Street, Chicago, Illinois 60647, to purchase for the sum of $18,500.00, the City-owned vacant property, as advertised, described as follows:

> Lot 13 in Block 2 in Attrill's Subdivision of part of Blocks 2, 3 and 5 in Stave's Subdivision in the northeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2113 North Stave Street, Permanent Tax No. 13-36-220-018)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $1,850.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

7231 South Stony Island Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Ms. Barbara L. Washington, 7539 South Drexel Avenue, Chicago, Illinois 60619, to purchase for the sum of $5,080.90, the City-owned vacant property, as advertised, described as follows:

> the north 25 feet of Lot 29 in Boardman's Subdivision of Lot 7 in Seipp's Subdivision of the west half of the northwest quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7231 South Stony Island Avenue, Permanent Tax No. 20-25-112-005)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $508.90 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1837 West Walnut Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. John C. Parrilli and Mr. Thomas McGuire, as joint tenants, 3249 South Canal Street, Chicago, Illinois 60616, to purchase for the sum of $5,010.00, the City-owned vacant property, as advertised, described as follows:

Lot 63 in Hayes, Shelby and Magoffin's Subdivision of Block 46 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1837 West Walnut Street, Permanent Tax No. 17-07-13-007)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $501.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1843 West Walnut Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. John C. Parrilli and Mr. Thomas McGuire, as joint tenants, 3249 South Canal Street, Chicago, Illinois 60616, to purchase for the sum of $5,010.00, the City-owned vacant property, as advertised, described as follows:

Lot 66 and the west 6 inches of Lot 65 in Block 46 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1843 West Walnut Street, Permanent Tax No. 17-07-415-004)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $501.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED PROPERTY AT 5741 -- 5759 WEST BELMONT AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 bid proposal for the property at 5741 -- 5759 West Belmont Avenue, having has 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Alderman Wojcik abstained from voting under the provisions of 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. The City of Chicago hereby accepts the bid of Mr. Demetrios L. Kozonis, 4849 North Milwaukee Avenue, Suite 102, Chicago, Illinois 60630 to purchase for the sum of $251,000.00, the City-owned vacant property, as advertised, described as follows:

> Lots 1 through 7 in Chas. E. Olson's Subdivision in the west one-third of Lot 2 in King and Patterson's Subdivision of the northeast quarter of Section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5741 -- 5759 West Belmont Avenue, Parking Site No. 75, Permanent Tax Nos. 13-29-204-039 through 045)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $25,100.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 the sale of property under the Adjacent Neighbors Land Acquisition Program at the following locations:

10619 South Avenue M

1121 West Garfield Boulevard

3451 West Jackson Boulevard

3640 South Lake Park Avenue

6028 South Michigan Avenue

4341 South St. Lawrence Avenue

6148 South Stewart Avenue

7228 South University Avenue

3016 West Warren Boulevard

1429 West 109th Place,

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City of Chicago hereby accepts the following bids to purchase City-owned vacant properties ("Parcels") pursuant to the terms of the Adjacent Neighbors Land Acquisition Program ("Program") which was approved by the City Council by an ordinance adopted September 14, 1994 (pages 56195 to 56198 of the Journal of the City Council Proceedings). The bids and legal descriptions of the Parcels are as follows:

Bidder: Ms. Bettina Anderson	Real Estate Number: 9752
Address: 10617 South Avenue M	Address: 10619 South Avenue M
Bid Amount: $300.00	Permanent Index Number: 26-17-102-013

Legal Description

Lot 14 in Block 47 in Ironworkers Addition, being a subdivision of the west half of the northwest quarter of Section 17, Township 37 North, Range 15 East of the Third Principal Meridian in Cook County, Illinois, commonly known as 10619 South Avenue M, Chicago, Illinois.

Bidder: Mr. Vircy Harris

Address: 1119 West Garfield Boulevard

Bid Amount: $400.00

Real Estate Number: 2320

Address: 1121 West Garfield Boulevard

Permanent Index Number: 20-17-201-002

Legal Description

Lot 9 and Lot 10 (except the west 28 feet thereof) in Block 1 in Snydacker's Subdivision of the west half of the northwest quarter of the northeast quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, (except railroad) in Cook County, Illinois, commonly known as 1121 West Garfield Boulevard, Chicago, Illinois.

Bidder: Mr. Michael Jackson

Address: 3453 -- 3455 West Jackson Boulevard

Bid Amount: $300.00

Real Estate Number: 5031

Address: 3451 West Jackson Boulevard

Permanent Index Number: 16-14-215-007

Legal Description

Lot 13 in Block 8 in Central Park Addition to Chicago, being that part of the west half of the northeast quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, lying north of Barry Point Road in

Cook County, Illinois, commonly known as 3451 West Jackson Boulevard, Chicago Illinois.

Bidder: Mr. Timothy Boyd

Address: 3646 South Lake Park Avenue

Bid Amount: $300.00

Real Estate Number: 2122

Address: 3640 South Lake Park Avenue

Permanent Index Number: 17-34-3410-036

Legal Description

The easterly half of Lot 84 except the north 105 feet thereof and except streets and alleys in Ellis East Addition to Chicago, in the southeast quarter of the east half of the southeast quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 3640 South Lake Park Avenue, Chicago, Illinois.

Bidder: Mr. Eddie and Mrs. Helen Gillespie

Address: 6032 South Michigan Avenue

Bid Amount: $300.00

Real Estate Number: 9210

Address: 6028 South Michigan Avenue

Permanent Index Number: 20-15-307-016

Legal Description

The south half of Lot 5 (except the north 24 feet thereof) in Block 5 in Wilson Heald and Stebbing's Subdivision of the northwest quarter of the southwest quarter of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, commonly known as 6028 South Michigan Avenue, Chicago, Illinois.

Bidder: Mr. Derrick and Mrs. Paulette Coleman

Address: 4243 South St. Lawrence Avenue

Bid Amount: $300.00

Real Estate Number: 10020

Address: 4341 South St. Lawrence Avenue

Permanent Index Number: 20-03-403-015

Legal Description

Lot 4 in the subdivision of Lots 5, 6, 7 and 8 in Crawford's Subdivision of Lot 7 in block in Saltonstall and Russell's Subdivision of the north half of the northeast quarter of the southeast quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, commonly known as 4341 South St. Lawrence Avenue, Chicago, Illinois.

Bidder: Ms. Ida M. Bragg

Address: 6152 South Stewart Avenue

Bid Amount: $300.00

Real Estate Number: 5003

Address: 6148 South Stewart Avenue

Permanent Index Number: 20-16-320-026

Legal Description

The north 30 feet of Lot 4 in Block 8 in Clough and Barney's Subdivision of Lots 34 and 35 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois, commonly known as 6148 South Stewart Avenue, Chicago, Illinois.

Bidder: Alice Jackson

Address: 7232 South University Avenue

Bid Amount: $300.00

Real Estate Number: 4553

Address: 7228 South University Avenue

Permanent Index Number: 20-26-113-029

Legal Description

Lot 12 in Block 16 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 7228 South University Avenue, Chicago, Illinois.

Bidder: Corthena Cook

Address: 3020 West Warren Boulevard

Bid Amount: $300.00

Real Estate Number: 7166

Address: 3016 West Warren Boulevard

Permanent Index Number: 16-12-325-037

Legal Description

Lot 162 in Flint's Addition to Chicago in the southwest quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian, being a subdivision of Blocks 4, 5, 10, 11, 18, 19, 25 and 26 in D.S. Lee and Others Subdivision of said southwest quarter of Section 12 in Cook County, Illinois, commonly known as 3016 West Warren Boulevard, Chicago, Illinois.

Bidder: Ruby A. Brownfield

Address: 1427 West 109th Place

Bid Amount: $300.00

Real Estate Number: 9997

Address: 1429 West 109th Place

Permanent Index Number: 25-17-323-001

Legal Description

Lot 117 in E.A. Cummings and Company's Addition to Morgan Park, being a subdivision of Blocks 1, 2, 3, 4, 5, 6, 7 and 8 in Weage's Subdivision of the southwest quarter of the southwest quarter of Section 17, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1429 West 109th Place, Chicago, Illinois.

SECTION 2. The conveyances of the Parcels shall be subject to all terms, conditions, covenants and restrictions of the Program, and any additional terms, conditions and restrictions contained in the advertisement announcing the Program, the "Instructions to Bidders", and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to the bidders. The Parcels shall also be conveyed subject to covenants, zoning and building restrictions, easements and conditions of record, and all general real estate taxes and assessments.

SECTION 3. The failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 may result in the City taking appropriate legal action as determined by 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 all interest of the City of Chicago in the Parcels to the successful bidders identified in Section 1.

SECTION 5. Upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of the Parcels has been completed, the City Clerk is authorized to deliver the cashier's checks, certified checks, bank checks and money orders from the successful bidders to the City Comptroller, who is authorized to deposit the checks and money orders into the appropriate City account.

SECTION 6. The City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to all unsuccessful bidders for the purchase of the parcels.

SECTION 7. This ordinance shall take effect and be in full force from the date of its passage.

BOARD OF COMMISSIONERS OF COOK COUNTY REQUESTED TO ENTER NO-CASH BIDS FOR PROPERTIES AT VARIOUS LOCATIONS UNDER CHICAGO TAX REACTIVATION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 requesting the Cook County Board to enter no-cash bids on behalf of the City of Chicago for tax delinquent parcels under the Tax Reactivation Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, There exists within the City of Chicago a serious shortage of decent, safe and sanitary housing available to persons of low- and moderate-income; and

WHEREAS, The shortage of housing affordable to persons of low- and moderate-income is harmful to the health, safety and welfare of the citizens of the City; and

WHEREAS, The Illinois 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 ("Program") to aid the private sector in acquiring tax delinquent properties for the purpose of, among other things, creating low- and moderate-income housing for its residents; and

WHEREAS, The Department of Housing has found the developer identified on Exhibit A attached hereto to be qualified to participate in the Program; and

WHEREAS, The City is interested in acquiring those parcels of property identified on Exhibit A for conveyance to the qualified 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 ("Board") is hereby requested to enter no-cash bids on those parcels identified on Exhibit A ("Parcels") and to assign its interest in the Parcels to the City of Chicago.

SECTION 2. The Commissioner of the Department of Housing is authorized to provide the Board with all necessary and required information to assure the entering of the no-cash bids and the assignment of the County's interest in the Parcels to the City. The Commissioner may delete from Exhibit A those Parcels which, in the discretion of the Commissioner, are no longer appropriate or advantageous for acquisition by the City.

SECTION 3. The Commissioner is further authorized to negotiate and execute a redevelopment agreement and all other documents which may be required or necessary to implement the intent and objective of the Program with the developer listed on Exhibit A, subject to the approval of the Corporation Counsel.

SECTION 4. The Department of Housing is directed to provide annual status reports to the Cook County Department of Economic Development for a period of five years on each Parcel for which a no-cash bid was successfully entered.

SECTION 5. The Corporation Counsel, or her designee, is authorized to take all necessary steps to obtain tax deeds for the Parcels. in the event that there are municipal liens on the Parcels, the Corporation Counsel is authorized to execute releases of all such liens. The City will be responsible for all costs and legal fees associated with the acquisition of the Parcels. The Corporation Counsel is further authorized to take whatever other legal action may be required pursuant to the County's No-Cash Bid Program.

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying each Parcel to the approved developer, or to a land trust of which the developer is sole

beneficiary, or to a business entity of which the developer is the sole controlling party, subject to the approval of the Corporation Counsel.

SECTION 7. It is hereby declared to be the intention of the City that upon issuance of the tax deed vesting the City in title to each Parcel listed on Exhibit A, all prior liens, encumbrances and other interests of the City shall merge into the tax deed for such Parcel.

SECTION 8. 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".

Developer	Ward	Address	Unit	Permanent Index Number	Volume
Woodlawn Community Development Corporation	20	1400 East 65th Place	VL	20-23-218-002	260
	20	1408 East 65th Place	VL	20-23-218-003	260
	20	1410 East 65th Place	VL	20-23-218-004	260
	20	6515 South Blackstone Avenue	VL	20-23-219-013	260
	20	1510 East 65th Place	VL	20-23-219-015	260
	20	1540 East 65th Place	VL	20-23-219-024	260
	20	1401 East 65th Place	VL	20-23-220-001	260
	20	1405 East 65th Place	VL	20-23-220-002	260
	20	1419 East 65th Place	VL	20-23-220-006	260
	20	1429 East 65th Place	VL	20-23-220-008	260
	20	1420 East Marquette Road	VL	20-23-220-018	260

Developer	Ward	Address	Unit	Permanent Index Number	Volume
	05	1422 East 66th Place	VL	20-23-225-011	260
	05	1440 East 66th Place	VL	20-23-225-016	260
	05	1457 East Marquette Road	VL	20-23-225-023	260
	05	6603 South Blackstone Avenue	VL	20-23-224-001	260
	05	1513 East Marquette Road	VL	20-23-226-003	260
	05	1521 East Marquette Road	VL	20-23-226-005	260
	05	1403 East 66th Street	VL	20-23-227-001	260
	05	1443 East 66th Place	VL	20-23-227-012	260
	05	1419 East 66th Place	VL	20-23-227-034	260

APPROVAL TO INITIATE QUICK-TAKE EMINENT DOMAIN PROCEEDINGS FOR ACQUISITION OF PROPERTY AT 831 -- 834 WEST MADISON STREET FOR REDEVELOPMENT BY H_2O PLUS, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 quick-take eminent domain proceedings for the acquisition of Parcel 46-1 at

831 -- 834 West Madison 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance of the City Council passed on September 14, 1994 (pages 56222 -- 56224 of the Journal of City Council Proceedings), the City Council of the City of Chicago approved the negotiated sale of Disposition Parcel P-1 ("Parcel") in the Madison-Racine Blighted Commercial District and Madison-Racine Tax Increment Financing District to H_2O Plus, Inc. ("Developer"); and

WHEREAS, The Developer has proposed to construct a 10,000 square foot addition providing contiguous space for warehouse and production on their current property and a new parking lot on the site to be acquired. The parking lot will serve twenty-nine vehicles, which is permitted under the Redevelopment Plan for the Madison-Racine Blighted Commercial Redevelopment Area and the Madison-Racine Tax Increment Financing District; and

WHEREAS, The General Assembly in Chapter 110 Ill. Rev. Stat. Sec. 7-103 ("quick-take statute") has authorized the use of quick-take eminent domain proceedings for the purposes set forth in Divisions 74.2 and 74.3 of Article 2 of the Illinois Municipal Code, said purposes being the redevelopment of commercial or business areas, and for the same purposes when established pursuant to home rule powers; and

WHEREAS, The City Council has designated the Madison-Racine Blighted Commercial Area pursuant to the home rule power of the City of Chicago for the purpose of redeveloping a commercial area; and

WHEREAS, It is necessary for the City to acquire title to Parcel P-1 within said designated area in order to undertake redevelopment of the Parcel; and

WHEREAS, The City has been unable to acquire Parcel P-1 through negotiations and has filed eminent domain proceedings to acquire said Parcel; now, therefore,

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

SECTION 1. The City Council hereby determines that acquisition of Parcel P-1 in accordance with the schedule adopted herein is necessary and required for the public purpose of redeveloping said blighted commercial area.

SECTION 2. A schedule for the redevelopment of the Parcel is hereby adopted as follows:

(a) Acquisition of title to Parcel P-1 on or before September 30, 1995.

(b) Conveyance of the Parcel to H_2O Plus, Inc. on or before March 30, 1996.

(c) Commencement of construction on or before April 30, 1996.

(d) Completion of construction on or before September 30, 1996.

SECTION 3. It is further determined that it is necessary to acquire Parcel P-1 by quick-take condemnation proceedings in order to comply with the schedule adopted by the City Council for redevelopment of the Parcel.

SECTION 4. The Corporation Counsel is hereby authorized to acquire fee simple title to Parcel P-1 pursuant to the provisions of the quick-take statute.

SECTION 5. This ordinance shall take effect immediately upon its passage.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH CHICAGO TRANSIT AUTHORITY FOR PROPERTY AT 4738 -- 4750 NORTH WINTHROP AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 a lease at 4738 -- 4750 North Winthrop Avenue for the Chicago Transit Authority (Lease No. 20098), 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with the Chicago Transit Authority, as Tenant, for approximately 19,457 square feet of vacant land located at 4738 -- 4750 North Winthrop Avenue for use by the Chicago Transit Authority, as Tenant; such lease to be approved by the Landlord, the Commissioner of General Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Indenture immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Indenture referred to in this ordinance reads as follows:

Lease Indenture For Property At 4738 -- 4750 North Winthrop Avenue.

This Indenture, made this _____ day of _____, A.D., 19__, between City of Chicago, a municipal corporation, party of the first part and Chicago Transit Authority, a municipal corporation, Merchandise Mart Plaza, P.O. Box 355, Chicago, Illinois 60654, party of the second part.

Witnesseth:

That the party of the first part has demised and leased to the party of the second part the premises, situated in Chicago, County of Cook and

State of Illinois, known and described as follows: Lots 2 to 5, both inclusive, in subdivision of Lots 160 to 169, both inclusive, in the William Deering Subdivision in the west half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois, which consists of approximately 19,457 square feet located at 4738 -- 4750 North Winthrop Avenue. (See Exhibit A)

To Have And To Hold the same, unto the party of the second part, from the 1st day of November, A.D., 19 94, until the 31st day of October, A.D., 1996. And the party of the second part, in consideration of said demise, does covenant and agree with the party of the first part as follows:

First -- To pay to Lessor at Department of Revenue, Warrants for Collection, City Hall, 121 North LaSalle Street, Room 107, Chicago, Illinois 60602 as rent for said leased premises for said term the sum of One and no/100 Dollars ($ 1.00) acknowledged.

Second -- That they have examined and know the condition of said premises; and have received the same in good order and repair, and that they will keep said premises in good repair during the term of this lease, at Lessee's own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

Third -- That it will not sublet said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part, first had.

Fourth -- To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted. For additional responsibilities of Lessor and Lessee see Rider attached hereto and made a part hereof.

In case said premises shall be rendered untenantable by fire or other casualty, the Lessor may, at his option, terminate this lease, or repair said premises within thirty (30) days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

Witness, The hands and seals of the parties hereto the day and year first above written.

Approved As To Form And Legality, (except as to property description and execution):

Assistant Corporation Counsel

Asset Manager

Commissioner of General Services

Chicago Transit Authority, a municipal corporation

Chairman, Chicago Transit Authority

Attest:

Secretary

Approved As To Form And Legality:

General Attorney

[Exhibit "A" referred to in this Lease Indenture omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

Rider referred to in this Lease Indenture reads as follows:

Rider.

Fifth: In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Asset Manager, Bureau of Real Estate Management, Department of

General Services, 510 North Preshtigo Court, Room 303B, Chicago, Illinois, 60611 or at such other place as the Lessor from time to time in writing may appoint. Said notice or demand shall be deemed to have been served at the time a copy is received at said location.

Sixth: Any notice from Lessor to Lessee under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Chicago Transit Authority, Merchandise Mart Plaza, P.O. Box 3555, Chicago, Illinois 60654.

Seventh: It is understood and agreed that the demised premises are to be solely used by the Lessee for storage of rails and equipment and Lessor hereby grants permission to Lessee to maintain as currently installed all improvements and paving necessary for such use.

Eighth: Lessee shall not place any permanent structures upon said property.

Ninth: It is understood and agreed that this lease may be terminated by Lessor/Lessee at any time before the expiration of its term by giving to Lessee/Lessor thirty (30) days notice anytime after November 1, 1994.

Tenth: Lessee agrees to indemnify and hold the City harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from the City by reason or on account of damage to the property of the City or injury to or death of any person, arising from Lessee's use or occupancy of and operations at said premises, including acts of is agents, contractors and subcontractors. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Eleventh: Lessee shall not (A) assign or convey this lease or any interest under it; (B) allow any transfer hereof or any lien upon Lessee's interest by operation of law; (C) sublet the premises or any part thereof; (D) permit the use or occupancy of the premises or any part thereof, by anyone other than Lessee and for those purposes specified in the proceeding paragraph, without, in each and every case obtaining the prior written approval of the Lessor.

Twelfth: Lessee shall not use said premises for any commercial profit-making, fund-raising, or political activity.

Thirteenth: Lessee shall comply at all times with the provisions of the Municipal Code in the use of said premises.

Fourteenth: Lessee shall pay any and all leasehold or use taxes on premises, if levied within deadlines established by governmental taxing bodies.

Fifteenth: All improvements made on the demised premises shall revert back to the Lessor at the end of the term of this lease.

Sixteenth: Lessee has the right to construct a fence around the demised premises. Lessor with written notice to Lessee has the option of having Lessee remove fence from premises prior to termination.

Seventeenth: In the event of a breach of the covenants, terms and conditions contained herein by Lessee, Lessor shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to Lessee at the address cited herein. Failure or neglect of Lessor to act upon breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessee of any right created thereby.

Eighteenth: No member of the Department of General Services, or other City Board, Commission or Agency, Official, or employee of the City shall have any personal interest, direct or indirect, in Lessee, the lease, or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessee, or any successor in interest, to perform any commitment or obligation of the City under this lease nor shall any such person be personally liable in the event of any default or breach by the City.

Nineteenth: Lessee shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 2-156-120 of this chapter pursuant to which no payment, gratuity, or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation

of any of the provisions of this chapter shall be voidable as to the City.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH CHINESE CONSOLIDATED BENEVOLENT ASSOCIATION FOR PROPERTY AT 250 WEST 22ND PLACE FOR USE BY DEPARTMENT OF HUMAN SERVICES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 a lease at 250 West 22nd Place for the Department of Human Services (Lease No. 11009), 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Chinese Consolidated Benevolent Association, as Landlord, for approximately 300 square feet of space located on the ground floor at 250 West 22nd Place, 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 Chinese Consolidated Benevolent Association (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 250 West 22nd Place, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 300 square feet of office space located at 250 West 22nd Place, to be used by the Department of Human Services as a community center;

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 300 square feet of office space located on that certain parcel of real estate more commonly known as 250 West 22nd Place, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this Lease ("Term") shall commence on November 1, 1994, ("Commencement Date"), and shall end on October 31, 1995, 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:

Three Hundred Thirty-six and no/100 Dollars ($336.00) per month for the period beginning on the 1st day of November, 1994 and ending on the 31st day of October, 1995.

Rent shall be paid to Landlord at 250 West 22nd Place, Chicago, Illinois 60616, 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, sewer charges, and other levies assessed against the Premises.

3.3 Utilities.

Tenant shall pay when due all charges for electricity, light, 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:

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;

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.

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.

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 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 absolute 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 sole 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 November 1, 1995 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 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:

Chinese Consolidated Benevolent Association
Mr. Kin S. Ng, President
250 West 22nd Place
Chicago, Illinois 60616

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 thirty (30) 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 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

Provide and maintain an additional portable heater.

11.2

Provide and pay for all domestic water for the Premises and maintain plumbing in good operable condition.

11.3

Provide, at Landlord's sole cost and expense, any and all janitorial service for maintenance of the exterior and interior of building, including all 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. This excludes damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.4

Provide, at Landlord's sole cost and expense, central 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.

11.5

Provide, at Landlord's sole cost and expense, heat to the Premises whenever necessary, 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.

11.6

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.

11.7

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which is immediately adjacent to the Premises.

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

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.

12.3

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.

12.4

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.5

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

12.6

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.

12.7

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.

12.8

Pay for electrity as metered for outlets and air-conditioning (used in or supplied to the Premises).

12.9

With Landlord's consent, Tenant shall be allowed usage of the auditorium for meetings, which consent shall not be unreasonably withheld.

Section 13.

Additional Clauses.

13.1

It is mutually agreed and understood, by and between the parties hereto, that rent is payable in part from funds made available by the Federal Government. If said funds are not made available from the Federal Government, and as a result, Tenant defaults in the payment of any sums required to be paid under this Lease, the sole remedy of Landlord shall be for possession of the Premises.

In Witness Whereof, The parties have executed this Lease as of the day and year first above written.

Landlord:

Chinese Consolidated Benevolent Association

By: _____

Name: _____

Title: _____

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: The Department of Law

By: _____
Assistant Corporation Counsel

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH MS. HOPE F. KEEFE FOR PROPERTY AT 1971 WEST 111TH STREET FOR USE BY DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 a lease at 1971 West 111th Street for the Department of Health (Lease No. 10009), 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Hope F. Keefe as sole beneficiary of National Bank of Blue Island Trust No. 94016 dated April 5, 1994, as Landlord for approximately 4,280 square feet of space located at 1971 West 111th Street, for use by the Department of Health, as Tenant, such lease to be approved by the Commissioner of the Department of Health,

and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement 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 Hope F. Keefe, the sole beneficiary under First National Bank of Blue Island, Trust Agreement dated April 5, 1994 and known as Trust No. 94016 (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 1971 West 111th Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord the entire building which consists of approximately 4,280 square feet of office space located at 1971 West 111th Street to be used by the Department of Health as its Beverly/Morgan Park Mental Health Center.

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:

The entire building which consists of approximately 4,280 square feet of office space located on that certain parcel of real estate more commonly known as 1971 West 111th Street, 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 base rent for the Premises in the amount of:

Two Thousand Four Hundred Twenty and no/100 Dollars ($2,420.00) 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 at Beverly Hills Realty Company, 11240 South Western Avenue, Chicago, Illinois 60643, 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, water and sewer 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 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 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.

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 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 January 1, 1998 and the rent shall be at the same monthly rate as set forth in Section 3.1 in 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:

Beverly Hills Realty Company
Attention: Richard H. Carlin
11240 South Western Avenue
Chicago, Illinois 60643

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 thirty (30) days prior written notice any time after 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

Provide, at Landlord's sole cost and expense, all hot and domestic water for the Premises.

11.2

Maintain plumbing in good operable condition.

11.3

Maintain two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.4

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.

11.5

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.

11.6

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.

11.7

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut the demised Premises.

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 the 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, 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.

12.7

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

Landlord, under this Lease, shall complete the following within the first sixty (60) days from the execution of this Lease:

(a) Paint entire Premises.

(b) Construct ramp to front door for wheelchair access.

(c) Install two (2) storm doors on front doors and weather-strip rear doors.

(d) Repair and/or replace louver at air vent that provides outside air to H.V.A.C. system.

2nd Floor.

(e) Repair and/or replace storm door in corner office.

(f) Replace sink in front bathroom with vanity sink.

(g) Replace exhaust fan in bathroom located in center of the floor.

(h) Install weather-stripping around window air-conditioning unit in large meeting room.

(i) Close three (3) connecting office door openings with drywall.

In Witness Whereof, The parties have executed this Lease as of the day and year first above written.

Landlord:

First National Bank of Blue Island, as Trustee under Trust Agreement dated April 5, 1994 and known as Trust No. 94016.

By: _____

By: _____
Hope F. Keefe, as sole beneficiary of Trust No. 94016

Tenant:

City of Chicago, an Illinois municipal corporation

By: The Department of General Services

By: _____
Benjamin Reyes, Commissioner

Approved: The Department of Health

By: _____
Sheila Lyne, R.S.M.,
Commissioner

Approved As To Form And Legality:

By: The Department of Law

By: _____
Assistant Corporation Counsel

Failed To Pass -- ACCEPTANCE OF BID PROPOSALS FOR PROPERTY AT 5745 WEST MIDWAY PARK AND 28 -- 36 NORTH WALLER AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 General Services approving bid proposals at the following locations:

5745 West Midway Park

28 -- 36 North Waller Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not 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 committee's recommendation was *Concurred In* and the said proposed ordinances transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said ordinances, which failed to pass, read as follows:

5745 West Midway Park.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Jim Kruger and Ms. Constantine Kanavos, not as joint tenants but as tenants in common, 3118 West Devon Avenue, Chicago, Illinois 60659, to purchase for the sum of $15,200.00, the City-owned vacant property, as advertised, described as follows:

the north 154 feet of the west 47 feet of Lot 428 and the north 154 feet of the east 7 feet of Lot 427 in Austin's Resubdivision of Block 9 in that part of Austinville lying in the east half of the northeast quarter of Section 8, Township 39 North, Range 13, East of the Third Principal

Meridian, in Cook County, Illinois (commonly known as 5745 West Midway Park, Permanent Tax No. 16-08-226-002)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $1,520.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

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28 -- 36 North Waller Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mr. Jim Kruger and Ms. Constantine Kanavos, tenants in common, 3118 West Devon Avenue, Chicago, Illinois 60659, to purchase for the sum of $25,200.00, the City-owned vacant property, as advertised, described as follows:

Lots 31 to 34 in Block 4 in Henry Waller's Subdivision of the south 43¾ acres of the east half of the southeast quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 28 -- 36 North Waller Avenue, Permanent Tax No. 16-08-421-018)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $2,520.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

Failed To Pass -- APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 5710 -- 5712 SOUTH LOOMIS BOULEVARD UNDER SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 11, 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 approving a Special Sale at 5710 -- 5712 South Loomis Boulevard, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not 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 committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Seventh-Day Word of God Church, an Illinois not-for-profit corporation ("Grantee"), 5718 South Loomis Boulevard, Chicago, Illinois offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Grantee in the amount of $1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying title to Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six (6) months of the date of this deed; and

2) the Property is used as a parking lot for a period of not less than five (5) years.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate after five (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 5 and 6 in Block 5 in Snow and Dickinson's Garfield Boulevard Addition to Chicago in Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5710 -- 5712 South Loomis Boulevard, Chicago, Illinois, Permanent Index Nos. 20-17-119-029/030).

COMMITTEE ON HUMAN RELATIONS.

REAPPOINTMENT OF MS. BERNICE J. MILLER AS MEMBER OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON WOMEN.

The Committee on Human Relations submitted the following report:

CHICAGO, July 11, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication from The Honorable Richard M. Daley, Mayor, reappointing

Bernice J. Miller to the Commission on Human Relations Advisory Council on Women, for the term expiring July 1, 1997 (referred to the Committee May 17, 1995), begs leave to recommend that Your Honorable Body *Approve* the said appointment to the Advisory Council on Women.

This recommendation was concurred in unanimously by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the proposed reappointment of Ms. Bernice J. Miller as a member of Commission on Human Relations Advisory Council on Women was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

CONDEMNATION OF TURKISH HUMAN RIGHTS VIOLATIONS AND CALL FOR CERTAIN STEPS TO BE TAKEN IN RELATION THERETO.

The Committee on Human Relations submitted the following report:

CHICAGO, July 11, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a resolution introduced by Alderman Joseph Moore, calling for United States sanctions against Turkey for human rights violations, an end to the Turkish military occupation of Cyprus, and withholding of United States recognition of the former Yugoslav Republic of Macedonia (referred to the committee on June 14, 1995), begs leave to recommend that Your Honorable Body *Adopt* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members present, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The promotion of internationally recognized human rights is a principal goal of the United States foreign policy (22 U.S.C. 2304); and

WHEREAS, The United States Department of State and respected human rights watchdog groups, such as Amnesty International, the International Red Cross, and the Helsinski Watch Group, report that Turkey continues a long-standing and systematic persecution and suppression of its Kurdish, Greek and Jewish minorities; and

WHEREAS, Turkey's record of human rights violations continues to worsen according to Amnesty International, which revealed that human rights violations in Turkey doubled in 1994; and

WHEREAS, The Turkish military occupies over one-third of the Republic of Cyprus; and

WHEREAS, As a direct result of the 1974 Turkish invasion of Cyprus, over 1,600 persons, including five Americans, remain missing; and

WHEREAS, Federal law (22 U.S.C. 2304) provides that security assistance programs shall be conducted in such a manner as to promote the observance of human rights and avoid identification of the United States with governments who deny their citizens internationally recognized human rights; and

WHEREAS, Despite that statutory provision, the United States in fiscal year 1996 is scheduled to provide Turkey with several hundred million dollars and military and economic aid; and

WHEREAS, Macedonia, birthplace of Alexander the Great and Aristotle, has been an inextricable part of Hellenism since antiquity; and

WHEREAS, The new nation, which the United Nations temporarily recognizes as the "Former Yugoslav Republic of Macedonia", is attempting to usurp the name of Macedonia and has adopted provocative and expansionist language in its constitution; and

WHEREAS, Greece already has a province called Macedonia within its territorial limits, populated by ethnic Greeks and imbued with a unique set of traditions, customs and culture, about which its people are justifiably proud and protective; and

WHEREAS, Greece is the one true democracy in the Balkans; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby urge President Bill Clinton, the Congress of the United States and the Illinois Congressional Delegation to support the following with regard to Turkey's human rights violations and military occupation of Cyprus:

(1) an immediate cessation of all military and economic assistance to Turkey until such time as Turkey significantly and measurably improves its human rights record;

(2) assisting the Secretary General of the United Nations in devising and implementing a solution to Turkey's occupation of the Republic of Cyprus, based on the United Nations Charter and relevant resolutions, which will restore Cyprus' status as an independent and sovereign state where all Cypriot citizens freely participate in a government based on the principles of plurality, freedom of settlement and ownership of property;

(3) an enforcement of the provisions of the 1961 Military Sales Act by recalling all United States supplied weapons currently present on the occupied northern portion of Cyprus;

(4) an immediate, verifiable accounting of the 1,619 persons, including five Americans, missing since the Turkish invasion of Cyprus in 1974; and

Be It Further Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby urge President Bill Clinton, the Congress of the United States and the Illinois Congressional Delegation to support the following with regard to the Former Yugoslav Republic of Macedonia;

(1) withhold permanent recognition of the Former Yugoslav Republic of Macedonia until such time as the United Nations Secretary General negotiates a settlement between that country and Greece;

(2) withdraw all United States troops and weapons now present in the Former Yugoslav Republic of Macedonia; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the President of the United States, the Majority and Minority leaders of the United States Senate, the Speaker and Minority Leader of the United States House of Representatives, and the members of the Illinois Congressional Delegation.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 3, CHAPTER 42, SECTION 110 OF MUNICIPAL CODE OF CHICAGO BY LIMITATION OF PENALTY FOR FIRST TIME OFFENDERS OF CIGARETTE STAMP TAX ORDINANCE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 13, 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 the Director of Revenue (which was referred on June 14, 1995), amending the Municipal Code of Chicago, Section 3-42-110, the cigarette stamp tax ordinance, by limiting the penalty for first time offenders, begs leave to recommend that Your Honorable Body *Pass* the 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

3-42-110

(a) As an alternative to the filing of an action in the circuit court, the director of revenue, the superintendent of police and their representatives shall have the authority (1) to issue a notice of violation to any cigarette purveyor found in possession of unstamped or improperly stamped cigarette packages in violation of this chapter and (2) to seize and store all unstamped or improperly stamped cigarette packages together with any cigarette-vending machines dispensing those cigarette packages.

(b) Within 10 days of the issuance of a notice of violation pursuant to subsection (a) of this section, the department of revenue shall notify by certified mail the cigarette purveyor and the owner of the cigarette packages or cigarette-vending machines, if the identity of the purveyor and owner is known or reasonably ascertainable, of the date, time and location of a hearing to determine whether the cigarette packages, at the time of issuance of the notice of violation, were unstamped or improperly stamped in violation of the provisions of this chapter. If the identity of the cigarette purveyor or the owner cannot be reasonably ascertained, the department of revenue shall cause publication of the date, time and location of the hearing at least once each week for three successive weeks in a newspaper of general circulation in the county of Cook.

(c) The hearing shall be conducted by or on behalf of the director of revenue no later than 45 days after the issuance of the notice of violation. If the alleged violation is not contested or the hearing officer determines by a preponderance of the evidence that any or all of the cigarette packages were unstamped or improperly stamped in violation of the provisions of this chapter, the hearing officer shall enter an order requiring payment by the cigarette purveyor or the owner of a $15.00 penalty for each unstamped or improperly stamped package of cigarettes possessed in violation of this chapter, plus fees for the seizure and storage of any seized cigarette packages or cigarette-vending machines, *provided that when it is the first violation under this subsection by a cigarette purveyor or owner, the total penalty for such first violation shall not exceed $1,000, regardless of the number of unstamped or improperly stamped cigarette packages seized in such violation.* If the hearing officer determines a violation, all unstamped or improperly stamped cigarette packages seized under this section shall be forfeited to the city and subsequently destroyed or sold at public sale. Any money contained in a cigarette-vending machine seized under this section shall also be forfeited to the city, unless the hearing officer determines that the evidence presented by the alleged violator at the hearing established that the money was not consideration for unstamped or improperly stamped cigarette packages. The cigarette purveyor and the owner of the unstamped or improperly stamped cigarette packages or cigarette-vending machines shall be jointly and severally liable for sanctions provided by this section.

(d) If the hearing officer determines a violation, any cigarette-vending machine may be reclaimed, provided that the penalty and fees have been paid. After the expiration of the time during which judicial review of the city's actions may be sought, any cigarette-vending machines not so reclaimed may be disposed of by the department of revenue as provided by law.

(e) The director of revenue shall have the authority to promulgate rules and regulations setting fees for seizure and daily storage. All fees and penalties imposed pursuant to this section shall constitute debts due and owing the city. The issuance or renewal of any license may be withheld as provided in Section 4-4-150 of this Code, as amended, for such indebtedness.

(f) Nothing in this section shall be construed to relieve any person from fine or imprisonment as provided in the uniform revenue procedures ordinance, Chapter 3-4 of this Code, as amended, or from an action to revoke or suspend a license as provided by Section 4-4-280 of this Code, as amended.

SECTION 2. This ordinance shall be effective upon its passage and shall apply retroactively to all violations committed on or after January 1, 1994.

AMENDMENT OF TITLE 4, CHAPTER 5, SECTION 010(13) AND REPEAL OF TITLE 4, CHAPTER 188 OF MUNICIPAL CODE OF CHICAGO CONCERNING CARTERS AND TRUCKING.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 13, 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 the Director of Revenue (which was referred on June 14, 1995), amending Section 4-5-010(13) and repealing Chapter 4-188 of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body *Pass* the 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-5-010(13) of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-5-010 Establishment of license fees.

* * * * *

(13) *(Reserved)* [Carter (4-188)

Per vehicle $50]

SECTION 2. The Municipal Code of Chicago is hereby amended by repealing Chapter 4-188 in its entirety.

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

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTION 022(9) WHICH RESTRICTS ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES WITHIN BOUNDARIES OF SIXTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 13, 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 John Steele (which was referred on June 14, 1995), deleting subsection 4-60-022(9) of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body *Pass* the 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-022(9).

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

AMENDMENT OF TITLE 4, CHAPTER 244, SECTION 140 OF MUNICIPAL CODE OF CHICAGO BY PROHIBITION OF PEDDLING WITHIN BOUNDARIES OF FORTY-SEVENTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 13, 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 June 14, 1995), prohibiting peddling within the boundaries of the 47th Ward, begs leave to recommend that Your Honorable Body *Pass* the 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 4-244-140 of the Municipal Code of Chicago, peddling of any merchandise, or any other article or thing whatsoever, is hereby prohibited at any time within the following designated district:

Beginning at the intersection of West Belmont Avenue and the centerline of the north branch of the Chicago River; thence northerly on the centerline of the north branch of the Chicago River to West Wilson Avenue; thence east on West Wilson Avenue to North Western Avenue; thence north on North Western Avenue to West Gunnison Street; thence west on West Gunnison Street to North Rockwell Street; thence north on North Rockwell Street to West Winnemac Avenue; thence east on West Winnemac Avenue to North Western Avenue; thence north on North Western Avenue to West Foster Avenue; thence east on West Foster Avenue to North Winchester Avenue; thence south on North Winchester Avenue to West Winona Avenue; thence east on West Winona Avenue to North Wolcott Avenue; thence north on North Wolcott Avenue to West Foster Avenue; thence east on West Foster Avenue to North Ashland

Avenue; thence south on North Ashland Avenue to West Lawrence Avenue; thence east on West Lawrence Avenue to North Dover Street; thence south on North Dover Street to West Montrose Avenue; thence west on West Montrose Avenue to North Clark Street; thence southerly on North Clark Street to West Byron Street; thence west on West Byron Street to North Greenview Avenue; thence south on North Greenview Avenue to West Grace Street; thence west on West Grace Street to North Ravenswood Avenue; thence south on North Ravenswood Avenue to West Addison Street; thence west on West Addison Street to North Western Avenue; thence south on North Western Avenue to West Belmont Avenue; thence west on West Belmont Avenue to the place of beginning.

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

AMENDMENT OF TITLE 4, CHAPTER 360, SECTION 190 OF MUNICIPAL CODE OF CHICAGO BY CLARIFYING GOVERNANCE OF SANITARY FOOD PREPARATION OR SERVICE BY LICENSED VENDORS AT NAVY PIER.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 13, 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 Burton Natarus (which was referred on June 14, 1995) amending the Municipal Code of Chicago Chapter 4-360 entitled "Vendor Licensing And Regulations At Navy Pier", begs leave to recommend that Your Honorable Body *Pass* the 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, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-360-190 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

4-360-190 General Applicability Of Municipal Code.

Nothing in this chapter governs or affects any person engaged in a business conducted from a fixed site within a permanent, enclosed building on Navy Pier; the conduct of any such business shall be governed by other applicable chapters of the Municipal Code of Chicago. *Nothing in this chapter governs the sanitary preparation or service of food; such preparation and service of food are governed by Chapter 4-8.* Nothing in this chapter governs or affects the sale of alcoholic liquor on Navy Pier; such sales are governed by Chapter 4-60 of this 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 2. This ordinance shall be in full force and effect from and after its passage and approval.

AUTHORIZATION FOR WAIVER OF FOOD VENDOR LICENSE FEES FOR VARIOUS EVENTS SPONSORED BY CUYLER COVENANT CHURCH.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration various orders introduced by Alderman Eugene C. Schulter (which were referred on June 14, 1995) authorizing and directing the Director of Revenue to waive the Food Vendor License fees for various events sponsored by Cuyler Covenant Church, begs leave to report and recommend that Your Honorable Body *Pass* the 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

The Chicago Stunt Team.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the Food Vendor License fees for the participants in the Cuyler Covenant Church "The Chicago Stunt Team", in the 3900 block of North Marshfield Avenue on July 26, 1995, from 5:00 P.M. to 9:00 P.M..

Fun Fair Festival.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the Food Vendor License fees for the participants in the Cuyler Covenant Church "Fun Fair" festival in the 3900 block of North Marshfield Avenue on July 19, 1995, from 5:00 P.M. to 9:00 P.M..

Funny Little People Festival.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the Food Vendor License fees for the participants in the Cuyler Covenant Church "Funny Little People" festival to be held in the 3900 block of North Marshfield Avenue on July 5, 1995, from 5:00 P.M. to 9:00 P.M..

It's A Rib Fest.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the Food Vendor License fees for the participants in the Cuyler Covenant Church "It's a Rib Fest" to be held on the 3900 block of North Marshfield Avenue on August 2, 1995, from 5:00 P.M. to 9:00 P.M..

Taste Of Cuyler.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the Food Vendor License fees for the participants in the Cuyler Covenant Church "Taste of Cuyler" to be held on the 3900 block of North Marshfield Avenue on July 12, 1995, from 5:00 P.M. to 12:00 P.M..

AUTHORIZATION FOR ISSUANCE OF STREET CLOSING PERMITS, FREE OF CHARGE, FOR CUYLER COVENANT CHURCH AND OUR LADY OF LOURDES PARISH.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration ordinances introduced by Alderman Eugene C. Schulter (which were referred on June 14, 1995) authorizing and directing the Commissioner of Transportation and Director of Revenue to issue, free of charge, all necessary street closing permits to Cuyler Covenant Church and Our Lady of Lourdes Parish for various events, begs leave to recommend that Your Honorable Body *Pass* the 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

Cuyler Covenant Church Fun Fair.

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 to the contrary, for the Cuyler Covenant Church Fun Fair, to be held on the 3900 block of North Marshfield Avenue on July 12, 1995 from 5:00 P.M. to 9:00 P.M..

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

Cuyler Covenant Church It's A Rib Fest.

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 to the contrary, for the Cuyler Covenant Church "It's a Rib Fest" to be held on the 3900 block of North Marshfield Avenue on August 2, 1995, from 5:00 P.M. to 9:00 P.M..

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

Our Lady Of Lourdes 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 to the contrary, for the Our Lady of Lourdes Parish Carnival to be held in the school parking lot located at 4640 North Ashland Avenue and on West Leland Avenue, from North Ashland Avenue to North Greenview Avenue for the period of July 17, 1995 through July 24, 1995.

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

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

PERMISSION GRANTED TO VARIOUS ORGANIZATIONS TO CONDUCT SIDEWALK SALES AT SPECIFIED LOCATIONS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration ten (10) proposed orders for the conduct of sidewalk sales (referred to committee on June 14, 1995), begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Chernin's Shoe Store.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Chernin's Shoe Store for the conduct of a sidewalk sale in front of 606 West Roosevelt Road, for the following periods, during the hours of 7:30 A.M. to 7:00 P.M., each day:

June 11, 1995; and

June 14 through June 19, 1995.

Mr. Miguel Colon.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Miguel Colon, of 2740 West Cortez Street, for the conduct of a sidewalk sale in front of 2630 -- 2634 West Division Street, for the period beginning June 29, 1995 through September 30, 1995, during the hours of 9:00 A.M. and 6:30 P.M., each day.

J. Grubart Shoes.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Steve Grubart, President, J. Grubart Shoes, for the conduct of a sidewalk sale in front of 221 West Washington Street, for the periods of June 19 through June 23, 1995 and June 26 through June 30, 1995, during the hours of 7:30 A.M. and 6:00 P.M., each day.

Paul A. Harris Store.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Paul A. Harris Store, 206 North Michigan Avenue, Arlene Ruiz, for the conduct of a sidewalk sale to be held on June 2, 1995, in front of store, during the hours of 9:00 A.M. to 5:30 P.M..

Hi-Point Interiors.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Martin Tyler, Hi-Point Interiors, 316 North Michigan Avenue, for the conduct of a sidewalk sale in front of 316 North Michigan Avenue, for the following periods:

June 10, 1995, from 10:00 A.M. to 6:00 P.M.; and

June 11, 1995, from 11:00 A.M. to 5:00 P.M..

Adrian King.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Adrian King, 316 North Michigan Avenue, for the conduct of a sidewalk sale on Saturday, June 17, 1995, from 10:00 A.M. to 7:00 P.M. and on Sunday, June 18, 1995, from 12:00 Noon to 5:00 P.M..

Lake View East Chamber Of Commerce.
(June 16 Through June 18, 1995)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Lake View East Chamber of Commerce, 3030 North Broadway, for the conduct of a sidewalk sale, for the period of June 16 through June 18, 1995, during the hours of 10:00 A.M. to 8:00 P.M., on North Broadway (both sides) from West Diversey Parkway to West Cornelia Avenue; North Clark Street (both sides) from West Diversey Parkway to West Belmont Avenue; North Halsted Street (both sides) from West Diversey Parkway to West Belmont Avenue; West Diversey Parkway (north side) from North Sheridan Road to North Halsted Street; and West Belmont Avenue (both sides) from North Sheridan Road to North Halsted Street.

Lake View East Chamber Of Commerce.
(July 14 Through July 16, 1995)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Lake View East Chamber of Commerce, 3030 North Broadway, for the conduct of a sidewalk sale, for the period of July 14 through July 16, 1995, during the hours of 10:00 A.M. and 8:00 P.M., on North Broadway (both sides) from West Diversey Parkway to West Cornelia Avenue; North Clark Street (both sides) from West Diversey Parkway to West Belmont Avenue; North Halsted Street (both sides) from West Diversey Parkway to West Belmont Avenue; West Diversey Parkway (north side) from North Sheridan Road to North Halsted Street; and West Belmont Avenue (both sides) from North Sheridan Road to North Halsted Street.

Little Village Chamber Of Commerce.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Little Village Chamber of Commerce, in care of Jose Luis Perez, 3610 West 26th Street, for the conduct of a sidewalk sale on West 26th Street, from 3000 to 4400, for the period of June 16 through June 18, 1995, during the hours of 10:00 A.M. and 6:00 P.M., each day.

Sportmart, Inc.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Sportmart, Inc., for the conduct of a sidewalk sale in front of 620 North LaSalle Street, for the following periods:

June 30 and July 1, 1995, from 9:00 A.M. to 6:00 P.M.; and

July 2 and July 3, 1995, from 10:00 A.M. to 6:00 P.M..

PERMISSION FOR TRAFFIC CLOSURE ON PORTIONS OF SPECIFIED STREETS FOR CONDUCT OF VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration three (3) orders for traffic closures on portions of specified streets (referred to committee on June 14, 1995), begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

On motion of Alderman Giles, the said proposed orders transmitted with the foregoing committee reports were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of North Ashland Avenue.
(United Church Of Rogers Park Carnival)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the United Church of Rogers Park, 1545 West Morse Avenue, to close to traffic North Ashland Avenue, between West Farwell Avenue and West Morse Avenue, for the period of September 25 through October 1, 1995, for the conduct of a carnival.

Portions Of North Noble Street
And West Cortez Street.
(Northwestern Settlement House "Westown" Celebration)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Northwestern Settlement House, Denise Alverado, 1400 West Augusta Boulevard, to close to traffic North Noble Street, from West Augusta Boulevard to North Milwaukee Avenue and West Cortez Street, from 1411 to North Noble Street (cul-de-sac), for the purpose of the "Westown" celebration, to be held on June 2 and 3, 1995 from the hours of 12:00 Noon to 8:00 P.M..

Portion Of North State Street.
(Marshall Field's Nike Shop Grand Opening)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Stella Chang, Marshall Field's, 36 South State Street, to close to traffic North State Street, from Randolph Street to Washington Street on Friday, July 21, 1995, from the hours of 11:30 A.M. to 1:30 P.M., for purpose of the grand opening of their "Nike Shop".

AUTHORIZATION FOR WAIVER OF SPECIFIED FEES FOR PARTICIPANTS IN SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration six (6) orders for waiver of various fees (referred to committee on June 14, 1995), begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Food Vendor Permit Fees.

Rock Of Our Salvation Evangelical Free Church Harvest Fest And Carnival.

Ordered, That the Director of Revenue of the City of Chicago issue all Food Vendor Permits, free of charge, to Rock of Our Salvation Evangelical Free Church, 118 North Central Avenue, for their Harvest Fest and Carnival to be held July 17th through July 23rd, 1995.

Food Vendor And Itinerant Merchant License Fees.

Saint Jerome Croation Church Annual Feast Of Assumption Of Our Lady.

Ordered, That the Director of the City of Chicago Department of Revenue waive Food Vendor and Itinerant Merchant License fees for all participants in the Saint Jerome Croatian Church's annual Feast of Assumption of Our Lady to be held at 2823 South Princeton Avenue on August 15, 1995, from 10:00 A.M. to 11:00 P.M..

37th Annual North Dearborn Garden Walk And Heritage 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 37th Annual North Dearborn Garden Walk and Heritage Festival in conjunction with the North Dearborn Association, Sunday, July 16, 1995.

18th Street Cultural Festival.

Ordered, That the Director of the City of Chicago Department of Revenue waive the Food Vendor and Itinerant Merchant License fees for all participants in the 18th Street Cultural Festival, to be held on June 24 and 25, 1995.

Food Vendor And Itinerant Merchant Permit Fees.

East Side Chamber Of Commerce "A Taste Of The East Side".

Ordered, That the Director of the Department of Revenue of the City of Chicago waive permit fees for Food Vendors and Itinerant Merchants and

that any and all other fees also be waived for those participating in the East Side Chamber of Commerce, "A Taste of the East Side" on Friday, July 14, and Saturday, July 15, 1995, that will be conducted on the streets of 105th and 106th South Ewing Avenue.

South Chicago Chamber Of Commerce
South Chicago Fest.

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the permit fees for Food Vendors and Itinerant Merchants and that any and all other fees also be waived for those participating in the South Chicago Fest sponsored by the South Chicago Chamber of Commerce on August 12 and August 13, 1995 to be conducted on East 91st Street, from South Exchange Avenue to South Commercial Avenue.

AUTHORIZATION FOR ISSUANCE OF SPECIFIED LICENSES AND PERMITS, FREE OF CHARGE, TO PARTICIPANTS IN SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration two (2) proposed orders (referred to committee on June 14, 1995), begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) PERCY GILES,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Departmental Permits And/Or Licenses.

Saint Williams Catholic Church Carnival.

Ordered, That the Director of the City Department of Revenue, is hereby authorized and directed to issue, free of charge, all necessary departmental permits and/or licenses for Saint Williams Catholic Church carnival to be held on parish grounds, 2600 North Sayre Avenue, for the period of August 21, 1995 through August 28, 1995.

Itinerant Merchant Licenses.

Lincoln Park Chamber Of Commerce Oz Fest.

Ordered, That the Director of the City Department of Revenue issue, free of charge, Itinerant Merchant Licenses to all exhibiting artists participating in the Oz Fest sponsored by the Lincoln Park Chamber of Commerce, at the south end of the lagoon, 2000 North Cannon Drive in Lincoln Park and going north 1,500 feet within the park, for the period of Saturday, July 15, 1995, from 10:00 A.M. to 10:00 P.M.; and Sunday, July 16, 1995, from 10:00 A.M. to 8:00 P.M..

Street Closing Permits And Food Vendor And Itinerant Merchant Licenses

United Church Of Rogers Park Carnival.

Ordered, That the Director of the City Department of Revenue issue the necessary street closing permits, free of charge, and also Food Vendor and Itinerant Merchant Licenses to participants in the carnival to be sponsored by the United Church of Rogers Park, 1545 West Morse Avenue, and to be held on North Ashland Avenue, between West Farwell and West Morse Avenues, for the period of September 25 through October 1, 1995.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170 (a) OF MUNICIPAL CODE OF CHICAGO TO EXEMPT TWENTY-SECOND WARD FROM CERTAIN RESIDENTIAL PARKING RESTRICTIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 17, 1995) a proposed ordinance to amend Title 9, Chapter 64, Section 170 (a) of the Municipal Code of Chicago with regards to truck parking, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Title 9, Chapter 64, Section 170 (a) of the Municipal Code of Chicago is hereby amended by adding the language in italics, as follows:

9-64-170 Large Vehicles -- Parking Restricted.

(a) It shall be unlawful to park any truck, tractor, semitrailer, trailer, recreational vehicle more than 22 feet in length, self-contained motor home, bus, taxicab or livery vehicle on any residential street for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle, except that a driver of a bus may park the bus in a designated bus stand as authorized elsewhere in the traffic code; provided, however that in the 9th, 12th, 13th, 14th, 15th, 18th, 19th, *22nd,* 23rd, 26th, 29th, 32nd, 37th, 40th, 42nd, 46th and 50th wards this prohibition shall not apply to the owner of a pickup truck or van weighing under 4,500 pounds who has no outstanding parking violations, when such vehicle is parked at the curb adjacent to the owner's place of residence and

the vehicle bears a valid and current city vehicle tax sticker and a special parking permit issued in accordance with this subsection. In the 46th ward this prohibition also shall not apply to the owner of a taxicab who has no outstanding parking violations, when such vehicle is not in service, when the vehicle is parked at the curb adjacent to the owner's place of residence and when the vehicle bears a valid and current city vehicle tax sticker and a special permit issued in accordance with this subsection. The owner shall apply for a permit for such parking from the alderman of the ward in which he or she resides. The parking administrator shall issue a permit upon receipt of a completed application, payment of a $30.00 annual fee, and upon passage and publication of a city council order authorizing the issuance of the permit. A permit issued under this subsection shall be valid until the thirtieth of June following the date of issuance and there shall be a proration of the permit fee. The permit shall be affixed without the use of supplemental adhesives to the inside of the windshield of the vehicle, directly above the city vehicle tax sticker.

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

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 15 and May 2, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

Establishment Of Loading Zones.

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

SECTION 1. Pursuant to 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
10	South Ewing Avenue (west side) from a point 250 feet south of East 107th Street, to a point 25 feet south thereof -- handicapped loading zone (95-0471);

Ward	Location And Time
42	East Jackson Boulevard, between South Michigan Avenue and the alley next west thereof -- loading zone/tow-away zone -- at all times;
42	North Clark Street (west side) from a point 72 feet north of West Illinois Street, to a point 23 feet north thereof -- loading zone/tow-away zone -- 9:30 A.M. to 11:00 P.M. (95-0487);
42	North Franklin Street (east side) from a point 30 feet south of West Ontario Street, to a point 55 feet south thereof -- loading zone/tow-away zone (95-0630);
42	West Ontario Street (south side) from a point 30 feet east of North Franklin Street, to a point 130 feet east thereof -- 3:00 P.M. to 6:00 P.M. -- Monday through Friday -- loading zone/tow-away zone (95-0489);
43	North Halsted Street (west side) from a point 125 feet south of West Schubert Avenue, to a point 25 feet south thereof -- loading zone/tow-away zone -- 5:00 P.M. to 10:00 P.M. (95-0334);
43	North Lincoln Avenue (west side) from a point 200 feet south of West Montana Street, to a point 25 feet south thereof -- 5:00 P.M. to 1:00 A.M. (95-0636);
44	North Halsted Street (west side) from a point 20 feet north of West Wolfram Street, to a point 45 feet north thereof -- loading zone/tow-away zone -- 7:00 A.M. to 9:00 A.M. -- Monday through Saturday (95-0639).

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

Amendment Of Loading Zones.

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

SECTION 1. Amend ordinance passed April 29, 1992 (Council Journal of Proceedings, page 15429) which reads:

"North Rush Street (west side) from a point 64 feet south of East Walton Street, to a point 25 feet south thereof -- loading zone -- 7:00 A.M. to 12:00 Noon -- tow-away zone"

by striking:

"7:00 A.M. to 12:00 Noon"

and inserting in lieu thereof:

"12:00 Noon to 8:00 P.M." (42nd Ward) (95-0481).

SECTION 2. Amend ordinance which reads:

"West Buckingham Place (south side) from a point 130 feet east of North Halsted Street, to a point 40 feet east thereof -- loading zone/tow-away zone -- 10:00 A.M. to 2:00 P.M. -- Sunday and Wednesday"

by striking:

"10:00 A.M. to 2:00 P.M. -- Sunday and Wednesday"

and inserting in lieu thereof:

"8:00 A.M. to 5:00 P.M." (44th Ward) (95-0500).

SECTION 3. Amend ordinance passed October 5, 1994 (Council Journal of Proceedings, page 57755) which reads:

"North Clark Street (west side) from a point 65 feet south of West Addison Street, to a point 30 feet south thereof -- loading zone -- 11:00 A.M. to 12:00 Midnight"

by striking:

"11:00 A.M. to 12:00 Midnight"

and inserting in lieu thereof:

"11:00 A.M. to 3:00 A.M. -- tow-away zone" (44th Ward) (95-0638).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

REPEAL OF VEHICULAR TRAFFIC MOVEMENT RESTRICTION ON PORTION OF SOUTH TALMAN AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 2, 1995) a proposed ordinance to repeal vehicular traffic movement on portion of South Talman Avenue, begs leave to recommend 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Repeal ordinance passed September 19, 1957 (Council Journal of Proceedings, page 6029) which reads:

> "South Talman Avenue, from West Ogden Avenue to West Roosevelt Road -- southerly"

by striking the above (28th Ward) (95-0615).

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

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 13, 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, March 9, April 15, May 2 and 17, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

Prohibition Of Parking At All Times.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
7	East 93rd Street (south side) from South Oglesby Avenue to South Yates Boulevard -- at all times (95-0607);
36	West Grand Avenue (south side) from North Rutherford Avenue, to a point 195 feet west on North Rutherford Avenue (95-0577);
47	West Winnemac Avenue (south side) from a point 20 feet east of North Paulina Street, to a point 170 feet east thereof -- except for emergency vehicles (95-0584);
50	West Granville Avenue (both sides) from North Western Avenue to North Kedzie Avenue -- no trucks -- at all times (95-0641).

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

Prohibition Of Parking At All Times.
(Except For Handicapped)

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
3	At 4410 South Vincennes Avenue -- Handicapped Parking Permit 10873;

Ward	Location
4	At 5463 South Ingleside Avenue -- Handicapped Parking Permit 10876;
5	At 7410 South Merrill Avenue -- Handicapped Parking Permit 11111;
5	At 1455 East 69th Street -- Handicapped Parking Permit 11115;
5	At 7442 South East End Avenue -- Handicapped Parking Permit 11112;
6	At 515 East 91st Place -- Handicapped Parking Permit 11326;
6	At 7151 South St. Lawrence Avenue -- Handicapped Parking Permit 11324;
6	At 7951 South State Street -- Handicapped Parking Permit 11124;
6	At 7832 South Vernon Avenue -- Handicapped Parking Permit 10878;
7	At 7605 South Essex Avenue -- Handicapped Parking Permit 11130;
7	At 7644 South Kingston Avenue -- Handicapped Parking Permit 11129;
7	At 9337 South Saginaw Avenue -- Handicapped Parking Permit 10882;

Ward	Location
7	At 7845 South Kingston Avenue -- Handicapped Parking Permit 10759;
8	At 8405 South Maryland Avenue -- Handicapped Parking Permit 10891;
8	At 7940 South Ellis Avenue -- Handicapped Parking Permit 10890;
8	At 8419 South Maryland Avenue -- Handicapped Parking Permit 10889;
8	At 8016 South Kenwood Avenue -- Handicapped Parking Permit 10886;
8	At 8131 South Drexel Avenue -- Handicapped Parking Permit 10884;
8	At 7942 South Dorchester Avenue -- Handicapped Parking Permit 10885;
9	At 10446 South Wabash Avenue -- Handicapped Parking Permit 11335;
9	At 10445 South Indiana Avenue -- Handicapped Parking Permit 11144;
9	At 12113 South Lafayette Avenue -- Handicapped Parking Permit 10897;
9	At 10319 South Calumet Avenue -- Handicapped Parking Permit 10896;

Ward	Location
9	At 11421 South Calumet Avenue -- Handicapped Parking Permit 10892;
10	At 13304 South Brandon Avenue -- Handicapped Parking Permit 10901;
10	At 10443 South Avenue N -- Handicapped Parking Permit 10900;
10	At 8715 South Exchange Avenue -- Handicapped Parking Permit 11337;
11	At 3318 South Wallace Street -- Handicapped Parking Permit 4234;
11	At 3759 South Parnell Avenue -- Handicapped Parking Permit 8838;
11	At 1621 West 38th Place -- Handicapped Parking Permit 10908;
11	At 3336 South Hoyne Avenue -- Handicapped Parking Permit 11158;
11	At 4219 South Lowe Avenue -- Handicapped Parking Permit 11342;
11	At 3738 South Wood Street -- Handicapped Parking Permit 11340;
11	At 3322 South May Street -- Handicapped Parking Permit 11339;

Ward	Location
11	At 4429 South Campbell Avenue -- Handicapped Parking Permit 10909;
11	At 1842 West 34th Street -- Handicapped Parking Permit 11343;
12	At 4724 South Winchester Avenue -- Handicapped Parking Permit 11170;
13	At 6438 South Lorel Avenue -- Handicapped Parking Permit 10866;
13	At 6137 South Major Avenue -- Handicapped Parking Permit 10922;
13	At 7255 South Avers Avenue -- Handicapped Parking Permit 10919;
13	At 7119 South Harding Avenue -- Handicapped Parking Permit 11172;
13	At 6006 South Kildare Avenue -- Handicapped Parking Permit 11175;
13	At 3656 West 61st Street -- handicapped permit parking;
14	At 4432 South Francisco Avenue -- Handicapped Parking Permit 10926;
15	At 6628 South Hermitage Avenue -- Handicapped Parking Permit 11192;
15	At 6029 South Paulina Street -- Handicapped Parking Permit 11191;

Ward	Location
15	At 6052 South Honore Street -- Handicapped Parking Permit 11189;
16	At 6237 South Morgan Street -- Handicapped Parking Permit 11353;
17	At 7025 South Honore Street -- Handicapped Parking Permit 10931;
17	At 7317 South Emerald Avenue -- Handicapped Parking Permit 11354;
17	At 7252 South Carpenter Street -- Handicapped Parking Permit 11355;
20	At 6849 South St. Lawrence Avenue -- Handicapped Parking Permit 11361;
20	At 6710 South Wabash Avenue -- Handicapped Parking Permit 11359;
22	At 4012 West Cermak Road -- Handicapped Parking Permit 10967;
23	At 5609 South Newcastle Avenue -- Handicapped Parking Permit 10958;
23	At 5252 South Mayfield Avenue -- Handicapped Parking Permit 10949;
23	At 5126 South Monitor Avenue -- Handicapped Parking Permit 10972;

Ward	Location
25	At 2028 West 18th Street -- Handicapped Parking Permit 11243;
25	At 1930 South Racine Avenue -- Handicapped Parking Permit 10819;
28	At 327 South Whipple Street -- Handicapped Parking Permit 11253;
28	At 4833 West Monroe Street -- Handicapped Parking Permit 11247;
28	At 2419 West Grenshaw Street -- Handicapped Parking Permit 11252;
28	At 2647 West Wilcox Street -- Handicapped Parking Permit 11251;
28	At 2707 West Warren Boulevard -- Handicapped Parking Permit 10970;
28	At 735 South California Avenue -- Handicapped Parking Permit 10823;
29	At 215 North Mayfield Avenue -- Handicapped Parking Permit 11260;
29	At 108 North Waller Avenue -- Handicapped Parking Permit 11259;
30	At 2255 North Latrobe Avenue -- Handicapped Parking Permit 11264;

Ward	Location
31	At 2340 North Hamlin Avenue -- Handicapped Parking Permit 11268;
31	At 2242 North Laporte Avenue -- Handicapped Parking Permit 10983;
31	At 1350 North Lawndale Avenue -- Handicapped Parking Permit 11267;
32	At 3545 North Seeley Avenue -- Handicapped Parking Permit 11274;
35	At 4236 North Keeler Avenue -- Handicapped Parking Permit 10960;
35	At 2946 North Springfield Avenue -- Handicapped Parking Permit 11279;
35	At 3023 North Allen Avenue -- Handicapped Parking Permit 11280;
37	At 1141 North Leclaire Avenue -- Handicapped Parking Permit 10991;
38	At 5044 West Patterson Avenue -- Handicapped Parking Permit 11296;
38	At 5253 West Warwick Avenue -- Handicapped Parking Permit 11291;
38	At 4841 West Cornelia Avenue -- Handicapped Parking Permit 11372;

Ward	Location
40	At 5037 North Mozart Street -- Handicapped Parking Permit 10899;
40	At 1548 West Highland Avenue -- Handicapped Parking Permit 11006;
40	At 2637 West Summerdale Avenue -- Handicapped Parking Permit 11377;
45	At 5523 North Mango Avenue -- Handicapped Parking Permit 11313;
49	At 1660 West Juneway Terrace -- Handicapped Parking Permit 10887;
50	At 6448 North Claremont Avenue -- Handicapped Parking Permit 10740.

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

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Repeal ordinance passed February 3, 1987, which reads:

"West Draper Street (south side) from North Racine Avenue to a point 107 feet west thereof"

by striking the above (32nd Ward) (94-0569).

SECTION 2. Amend ordinance passed September 5, 1969 (Council Journal of Proceedings, page 6024) which reads:

"North Harlem Avenue (east side) from West Medill Avenue to West Altgeld Street"

by striking:

"West Altgeld Street"

and inserting in lieu thereof:

"the first east/west alley north of West Grand Avenue" (36th Ward) (94-0576).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times.
(Except For Handicapped)

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

SECTION 1. Amend ordinance by striking:

"1651 West 38th Place -- Handicapped Parking Permit 9352" (11th Ward).

SECTION 2. Amend ordinance by striking:

"3542 South Wolcott Avenue -- Handicapped Parking Permit 9467" (11th Ward).

SECTION 3. Amend ordinance by striking:

"3204 South Emerald Avenue -- Handicapped Parking Permit 5584" (11th Ward).

SECTION 4. Amend ordinance by striking:

"3610 South Winchester Avenue -- Handicapped Parking Permit 1148" (11th Ward).

SECTION 5. Amend ordinance by striking:

"216 West 33rd Street -- Handicapped Parking Permit 8838" (11th Ward).

SECTION 6. Amend ordinance by striking:

"3119 South Lowe Avenue -- Handicapped Parking Permit 4234" (11th Ward).

SECTION 7. Amend ordinance by striking:

"4353 South Mozart Street -- Handicapped Parking Permit 7960" (12th Ward).

SECTION 8. Amend ordinance by striking:

"4524 South Fairfield Avenue -- Handicapped Parking Permit 3591" (15th Ward).

SECTION 9. Amend ordinance by striking:

"6618 South Paulina Street -- Handicapped Parking Permit 6986" (15th Ward).

SECTION 10. Amend ordinance by striking:

"10905 South Millard Avenue -- Handicapped Parking Permit 7982" (19th Ward).

SECTION 11. Amend ordinance by striking:

"5518 South Rutherford Avenue -- Handicapped Permit Parking" (23rd Ward).

SECTION 12. Amend ordinance by striking:

"2932 North Keating Avenue -- Handicapped Parking Permit 5124" (31st Ward).

SECTION 13. Amend ordinance by striking:

"5043 West Parker Avenue -- Handicapped Parking Permit 5464" (31st Ward).

SECTION 14. Amend ordinance by striking:

"2152 West Fletcher Street -- Handicapped Parking Permit 9735" (32nd Ward).

SECTION 15. Amend ordinance by striking:

"2955 North Mango Avenue -- Handicapped Parking Permit 4649" (35th Ward).

SECTION 16. Amend ordinance by striking:

"2844 North Marmora Avenue -- Handicapped Parking Permit 6196" (36th Ward).

SECTION 17. Amend ordinance by striking:

"3238 West Fletcher Street -- Handicapped Parking Permit 3238" (36th Ward).

SECTION 18. Amend ordinance by striking:

"4455 North Moody Avenue -- Handicapped Parking Permit 7925" (38th Ward).

SECTION 19. Amend ordinance by striking:

"6337 West Warwick Avenue -- Handicapped Parking Permit 1212" (38th Ward).

SECTION 20. Amend ordinance by striking:

"5021 West Eddy Street -- Handicapped Parking Permit 7759" (38th Ward).

SECTION 21. Amend ordinance by striking:

"819 West Bradley Place -- Handicapped Parking Permit 8192" (46th Ward).

SECTION 22. Amend ordinance by striking:

"2618 West Rosemont Avenue -- Handicapped Parking Permit 8569" (50th Ward).

SECTION 23. 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 ways in the areas indicated, during the hours specified:

Ward	Location And Time
19	South Wood Street (east side) east of the railroad tracks, from West 95th Place to West 96th Street -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (95-0540);
19	South Wood Street (west side) west of the railroad tracks, from a point 134 feet south of West 95th Street, to a point 292 feet south thereof -- 6:00 A.M. to 10:00 A.M. -- Monday through Friday (95-0335);

Ward	Location And Time
41	North Leoti Avenue (west side) from a point 160 feet south of North Hiawatha Avenue, to a point 75 feet south thereof -- 7:30 A.M. to 4:00 P.M. (95-0580);
45	West Berwyn Avenue (south side) from North Lawler Avenue, to the first alley west of North Lawler Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (95-0583).

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. Amend ordinance passed January 12, 1995 (Council Journal of Proceedings, page 64662) which reads:

"South Winchester Avenue (both sides) from West 97th Street to West 98th Street"

by striking:

"South Winchester Avenue (east side) from West 98th Street, to a point 225 feet north thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" (19th Ward) (95-0361).

SECTION 2. Repeal ordinance passed January 12, 1995 (Council Journal of Proceedings, page 64662) which reads:

"South Wood Street (east side) from West 95th Street to West 96th Street -- 6:00 A.M. to 10:00 A.M. -- Monday through Friday" (19th Ward) (95-0541).

SECTION 3. Amend ordinance passed June 7, 1990 (Council Journal of Proceedings, page 16749) which reads:

"South Narragansett Avenue (both sides) from West Archer Avenue to the first east/west alley north thereof (east side) 4:00 P.M. to 6:00 P.M. and (west side) 7:00 A.M. to 9:00 A.M."

by striking:

"(east side) 4:00 P.M. to 6:00 P.M."

and inserting:

"(east side) 5:00 A.M. to 8:30 A.M. -- Monday through Friday" (23rd Ward) (95-0545).

SECTION 4. Amend ordinance by striking:

"North Cicero Avenue (both sides) from a point 200 feet north, to a point south of West Armitage Avenue (west side) 7:00 A.M. to 9:00 A.M. and (east side) 4:00 P.M. to 6:00 P.M. -- Monday through Friday" (31st Ward) (95-0556).

SECTION 5. Amend ordinance by striking:

"North Cicero Avenue (both sides) from a point 200 feet north, to a point 200 feet south of West Palmer Street (west side) rush hours and (east side) 4:00 P.M. to 6:00 P.M." (31st Ward) (95-0555).

SECTION 6. Amend ordinance by striking:

"North Cicero Avenue (both sides) from a point 200 feet north, to a point 200 feet south of West Fullerton Avenue (west side) 7:00 A.M. to 9:00 A.M. and (east side) 4:00 P.M. to 6:00 P.M. -- Monday through Friday" (31st Ward) (95-0554).

SECTION 7. Amend ordinance by striking:

"North Cicero Avenue (both sides) from a point 200 feet south, to a point 200 feet north of West Wrightwood Avenue (west side) 7:00 A.M. to 9:00 A.M. and (east side) 4:00 P.M. to 6:00 P.M." (31st Ward) (95-0553).

SECTION 8. Amend ordinance by striking:

"North Cicero Avenue (both sides) from a point 200 feet north, to a point 200 feet south of West Diversey Avenue (west side) 7:00 A.M. to 9:00 A.M. and (east side) 4:00 P.M. to 6:00 P.M. -- Monday through Friday" (31st Ward) (95-0549).

SECTION 9. Amend ordinance by striking:

"North Cicero Avenue (west side) from a point 200 feet north, to a point south of West Wellington Avenue (rush hours) 7:00 A.M. to 9:00 A.M. -- Monday through Friday" (31st Ward) (95-0565).

SECTION 10. 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 And Time
1	North Ogden Avenue (west side) from a point 48 feet south of West Ohio Street, to a point 66 feet south thereof -- one hour -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-0528);
29	West Lake Street (south side) from a point 20 feet east of North Waller Avenue, east leg, to a point 75 feet east thereof -- one hour -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday (95-0616);

Ward	Location And Time
30	West Diversey Avenue (south side) from a point 50 feet east of North Lavergne Avenue, to a point 35 feet east thereof -- thirty minutes -- 8:00 A.M. to 7:00 P.M. -- no exceptions (95-0548).

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

Amendment Of Parking Limitations During Specified Hours.

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

SECTION 1. Repeal ordinance passed June 24, 1964 (Council Journal of Proceedings, page 2920) which reads:

"North Elston Avenue (west side) from North Damen Avenue, to a point 460 feet northwest thereof -- one hour -- 9:00 A.M. to 6:00 P.M. -- except Saturdays, Sundays and holidays" by striking the above (32nd Ward) (95-0624).

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

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential parking zones, for the following locations:

Ward	Location
17	South Peoria Street, from West 78th Street to the first alley south thereof (Zone 77);
24	West Fillmore Street, from South Independence Boulevard to South Springfield Avenue (Zone 217);
33	North Albany Avenue, from West Argyle Street to West Carmen Avenue -- 5:00 P.M. to 5:00 A.M. -- daily (Zone 219);
33	West Argyle Street (north side) from North Albany Avenue, to a point 468 feet east thereof and (south side) from North Albany Avenue, to a point 446 feet east thereof -- daily (Zone 219);
33	West Carmen Avenue (north side) from a point 188 feet east of North Kedzie Avenue to North Albany Avenue (south side) from the first alley east of North Kedzie Avenue to North Albany Avenue -- daily (Zone 219);
33	West Henderson Street, from North Drake Avenue to North Central Park Avenue -- at all times (Zone 103);
38	North Osceola Avenue (both sides) from West Forest Preserve Drive to the first alley south of West Irving Park Road -- at all times (Zone 256);
43	West Dickens Avenue (south side) from North Orchard Street to the first alley west of North Larrabee Street -- 6:00 P.M. to 6:00 A.M. -- daily (Zone 143);

Ward	Location
44	North Fremont Street, from West Cornelia Avenue to West Addison Street -- 5:00 P.M. to 4:00 A.M. -- daily (Zone 382);
44	West Melrose Street (north side) from a point 366 feet west of North Broadway, to a point 303 feet west thereof and (south side) from a point 150 feet west of North Broadway to North Halsted Street -- 5:00 P.M. to 4:00 A.M. -- Sunday through Saturday (Zone 384);
44	North Seminary Avenue, from West Waveland Avenue to West Grace Street -- at all times (Zone 387);
44	North Wilton Avenue, from West Cornelia Avenue to West Addison Street -- 5:00 P.M. to 4:00 A.M. -- Sunday through Saturday (extension to Zone 382);
44	North Kenmore Avenue, from West Grace Street to West Byron Street (Zone 387);
44	West Cornelia Avenue, in the 1000 and 1100 blocks, between North Racine Avenue and North Clark Street -- 6:00 P.M. to 6:00 A.M. -- daily (Zone 383);
44	West Eddy Street, in the 1100 block, between North Racine Avenue and North Clark Street -- 6:00 P.M. to 6:00 A.M. -- daily (Zone 383);

Ward	Location
44	North Racine Avenue (east side) in the 3200, 3300, 3400 and 3500 blocks, between West Belmont Avenue and West Addison Street -- 6:00 P.M. to 6:00 A.M. -- daily (Zone 383);
44	North Seminary Avenue (west side) from West Cornelia Avenue to West Eddy Street -- 6:00 P.M. to 6:00 A.M. -- daily (Zone 383);
45	West Catalpa Avenue (north side) from North Central Avenue to the first alley east thereof (Zone 101);
50	North Bell Avenue, from the first alley south of North Howard Street to the dead end street south thereof (Zone 243).

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

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Amend ordinance related to 5100 block of South Harding Avenue (east side) at all times by striking:

"at all times"

and inserting in lieu thereof:

"6:00 A.M. to 6:00 P.M. -- Monday through Friday" (23rd Ward).

SECTION 2. Amend ordinance related to North Karlov Avenue, from North Kasson Avenue to West Wilson Avenue (Zone 116) by striking the above (39th Ward).

SECTION 3. Amend ordinance related to North Kasson Avenue, from North Keystone Avenue to North Keeler Avenue -- at all times (Zone 116) by striking the above (39th Ward).

SECTION 4. Amend ordinance by adding the following language:

"Residential Permit Parking Zone 5 shall not be in effect for vehicles parking on (both sides) of the streets, each Saturday between the hours of 4:30 P.M. to 6:30 P.M., and each Sunday between the hours of 7:30 A.M. and 1:00 P.M., on West Flourney Street, between South Loomis Street and South Ada Street; on South Loomis Street, between West Flourney Street and West Harrison Street; and on South Ada Street, between West Flourney Street and West Harrison Street" (42nd Ward).

SECTION 5. Amend ordinance related to West Columbia Avenue, from North Sheridan Road to the first alley west thereof (Zone 56) (49th Ward).

SECTION 6. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF SPEED LIMITATION ON PORTION OF NORTH SACRAMENTO AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 15, 1995) a proposed order to establish speed limitations, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 12, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Ward	Location
50	North Sacramento Avenue, from West North Shore Avenue to West Pratt Boulevard -- fifteen miles per hour (95-0527).

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

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 9, April 15 and May 2, 1995) proposed ordinances to establish and amend traffic lane tow-away 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

Establishment Of Traffic Lane Tow-Away Zones.

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	West Superior Street (south side) from a point 30 feet west of North Paulina Street, to a point 75 feet west thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes -- 7:00 A.M. to 9:00 A.M. and 4:30 P.M. to 6:00 P.M. -- Monday through Friday (95-0348);
14	At 4101 West 42nd Place (either side of both driveways) (with arrows) at all times;
36	North Harlem Avenue (west side) from a point 250 feet north of West Barry Avenue, to a point 25 feet north thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes -- 10:00 A.M. to 2:00 P.M. (95-0627);

Ward	Location
42	West Chicago Avenue (both sides) from North Wells Street to North Franklin Street -- 6:00 P.M. to 6:00 A.M. (95-0484).

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

Amendment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Amend ordinance passed October 5, 1994 (Council Journal of Proceedings, page 57769) which reads:

"North Central Avenue (east side) from West Ardmore Avenue, to a point 50 feet south thereof"

by striking:

"North Elston Avenue" (95-0502).

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

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 15 and May 2, 1995) proposed ordinances and orders to erect traffic warning signs , begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic signs on the following streets, of the type specified:

Ward	Type Of Sign And Location
5	"All-Way Stop" sign, at South Kenwood Avenue and East 56th Street (95-0419);
5	"All-Way Stop" sign, at South University Avenue and East 58th Street (95-0418);
6	"Two-Way Stop" sign, at South Dr. Martin Luther King, Jr. Drive and East 97th Street;
10	"Stop" sign, stopping north/ southbound traffic on South Avenue L at East 102nd Street;
11	"All-Way Stop" sign, at South Hamilton Avenue and West 34th Street (95-0591);
14	"All-Way Stop" sign, at South Spaulding Avenue and West 45th Street (95-0439);
14	"Two-Way Stop" sign, stopping South Albany Avenue for West 41st Street (95-0437);
18	"No Left Turn" sign, at West 87th Street and South Karlov Avenue 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday for eastbound traffic only (95-0610);
20	"Stop" sign, stopping South Kimbark Avenue for East 62nd Street (95-0443);
26	"All-Way Stop" sign, at North Campbell Avenue and West Bloomingdale Avenue (95-0596);

Ward	Type Of Sign And Location
31	"All-Way Stop" sign, at North Lawler Avenue and West Palmer Street (95-0451);
32	"All-Way Stop" sign, at North Hoyne Avenue and West Churchill Avenue (95-0453);
32	"All-Way Stop" sign, at North Leavitt Street and West Churchill Avenue and North Wilmot Avenue (95-0452);
30	"All-Way Stop" sign at North Nagle Avenue and West Belden Avenue (95-0601);
36	"All-Way Stop" sign at North Rutherford Avenue and West School Street (95-0456);
38	"One-Way Stop" sign, stopping West Patterson Avenue for North Mobile Avenue (95-0459);
38	"One-Way Stop" sign, stopping West Byron Street for North Nora Avenue (95-0603);
38	"Two-Way Stop" sign, stopping North Lockwood Avenue for West Newport Avenue (95-0457);
39	"One-Way Stop" sign, stopping North Spaulding Avenue for West Hollywood Avenue (95-0461);
39	"One-Way Stop" sign, stopping North Christiana Avenue for West Hollywood Avenue (95-0460);
40	"Two-Way Stop" sign, stopping North Washtenaw Avenue for West Gregory Street (95-0462);

Ward	Type Of Sign And Location
40	"All-Way Stop" sign at North Greenview Avenue and West Thome Avenue (95-0463);
40	"All-Way Stop" sign at West Rosemont Avenue and North Wayne Avenue, for westbound traffic (95-0464);
42	"All-Way Stop" sign at West Maple Street and North Clark Street;
44	"One-Way Stop" sign, stopping North Magnolia Avenue for West Grace Street (95-0605);
50	"All-Way Stop" sign at North Oakley Avenue and West Greenleaf Avenue (95-0468);
50	"All-Way Stop" sign at North Francisco Avenue and West Fitch Avenue (95-0467);
50	"All-Way Stop" sign at West Birchwood Avenue and North Washtenaw Avenue (95-0466);
50	"All-Way Stop" sign at West Glenlake Avenue and North Christiana Avenue (95-0606);

AUTHORIZATION FOR TRAFFIC CLOSURE ON PORTION OF SOUTH GRATTEN AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 14, 1995) a proposed order to establish a street closure on a portion of South Gratten Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed order 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 order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Benton House Community Settlement Day Camp, Maggie Finucane, 3034 -- 3052 South Gratten Avenue, to close to traffic South Gratten Avenue, from 3034 to 3052, for the purpose of a day camp, during the hours of 9:00 A.M. to 4:00 P.M., Monday through Friday, from July 5, 1995 to and including August 11, 1995.

REPEAL OF WEIGHT LIMITATION ON PORTION OF WEST GRANVILLE AVENUE

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 2, 1995) a proposed ordinance to repeal the allowable weight limit for trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Repeal ordinance passed December 22, 1955 (Council Journal of Proceedings, page 1953) which reads:

"West Granville Avenue, from North Kedzie Avenue to North Western Avenue -- five tons" (50th Ward) (95-0641).

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 recommendation?"* 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, July 13, 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 (January 12, February 8, March 9, April 15, May 2 and 17, 1995) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
23	Northeast corner of West 55th Street at South Pulaski Road (corner clearance). No City Council action is necessary. Appropriate sign has been installed (95-0544).

Parking Prohibited At All Times -- Handicapped:

Ward	Location
6	At 9207 South Calumet Avenue. Insufficient fire hydrant clearance;
8	At 2124 East 79th Street (alongside on South Merrill Avenue). Fails to meet building zone requirement;
8	At 9033 South Dobson Avenue. Insufficient fire hydrant clearance;

Ward	Location
14	At 3330 West 63rd Place. Insufficient fire hydrant clearance;
18	At 4413 West 81st Place. Insufficient driveway clearance;
24	At 4109 West 16th Street. Fails to meet building zone requirement;
24	At 1614 South Pulaski Road. Insufficient alleyway clearance;
27	At 1535 North Orleans Street. Fails to meet building zone requirement;
28	At 4455 West Fulton Street. Duplicate proposal;
28	At 127 North Karlov Avenue. Duplicate proposal. Passed with Permit 10170;
32	At 3545 North Seeley Avenue. Duplicate proposal;
35	At 3128 North Keating Avenue. Insufficient fire hydrant clearance;
36	At 7557 West Belmont Avenue (alongside on North Oriole Avenue). Fails to meet building zone requirement;
36	At 2901 North Mulligan Avenue. Insufficient corner clearance;
37	At 1700 North Lockwood Avenue. Insufficient corner clearance;
38	At 5659 West Warwick Avenue. Insufficient corner clearance;

Ward	Location
38	At 4153 North Menard Avenue. Applicant is deceased.

Loading Zones:

Ward	Location
9	At 11441 South Michigan Avenue -- 4:00 P.M. to 2:00 A.M. -- Sunday through Saturday. Request withdrawn (95-0159);
32	At 1242 North Ashland Avenue -- 10:00 A.M. to 10:00 P.M. -- no exceptions. Request withdrawn by requestor (95-0476);
43	At 1816 North Wells Street -- loading zone/tow-away zone (valet service) 5:00 P.M. to 11:00 P.M. -- no exceptions. Request withdrawn by requestor (95-0637).

Miscellaneous Signs:

Ward	Location
20	On East Marquette Road, from South Indiana Avenue to South Michigan Avenue. "Slow -- School Zone" signs. No City Council action necessary for warning signs. Signs will be posted (95-0512).

Single Direction:

Ward	Location
28	South Talman Avenue, from West Roosevelt Road to West Ogden Avenue -- southerly. Request withdrawn (95-0517).

Tow-Away Zone:

Ward	Location
27	At 123 North Sangamon Street -- at all times. Request withdrawn by requestor (95-0475);
36	West Medill Avenue (southwest corner) at approximately 7001 -- 7003 (from north of the driveway to the railroad crossing) at all times. No City Council action necessary for the installation of railroad "No Parking/Tow-Away Zone" signs. Signs will be installed (95-0578).

Traffic Warning Signals:

Ward	Location
4	"All-Way Stop" signs, at the intersection of East 55th Street and South Dorchester Avenue. East 55th Street is a federal aid route. Stop signs are not warranted. Unwarranted stop signs on a federal aid route could jeopardize federal funding for street improvements (95-0643);

Ward	Location
7	"Stop" sign, on South Exchange Avenue, stopping southbound traffic at the intersection of 72nd Street. South Exchange Avenue is a federal aid route. Stop signs are not warranted. Unwarranted stop signs on a federal aid route could jeopardize federal funding for street improvements (95-0427);
12	"Four-Way Stop" signs, at the intersection of West 36th Street and South California Avenue. South California Avenue is a federal aid route. Stop signs are not warranted. Unwarranted stop signs on a federal aid route could jeopardize federal funding for street improvements (95-0592);
20	"Two-Way Stop" signs, on East 68th Street, at the intersection of South Michigan Avenue. Duplicate request previously passed March 9, 1995 (Council Journal of Proceedings, page 66223). Signs are already posted (95-0442);
28	"Three-Way Stop" signs, at North Kilbourn Avenue and West Maple Avenue. No such location (95-0447);
31	"Four-Way Stop" signs, at North Kostner Avenue and West George Street. North Kostner Avenue is a federal aid route. Stop signs are not warranted. Unwarranted stop signs on a federal aid route could jeopardize federal funding for street improvements (95-0329);

Ward	Location
34	"Stop" signs, for east/westbound traffic on West 103rd Street at South Princeton Avenue. West 103rd Street is a federal aid route. Stop signs are not warranted. Unwarranted stop signs on a federal aid route could jeopardize federal funding for street improvements (95-0597);
35	"No Left Turn -- 7:00 A.M. To 9:00 A.M. And 4:00 P.M. To 6:00 P.M." signs, on North Cicero Avenue at West Belmont Avenue. This restriction would cause a hardship to the motoring public and increase traffic on surrounding residential streets (95-0272);
38	"Three-Way Stop" signs, at West Newport Avenue and North Lockwood Avenue. Duplicate proposal. Previously recommended on proposal dated April 15, 1995 (95-0458);
43	"Stop" sign, on West Concord Place at North Sheffield Avenue. North Sheffield Avenue is a federal aid route. Stop signs are not warranted. Unwarranted stop signs on a federal aid route could jeopardize federal funding for street improvements (95-0604);
44	"Three-Way Stop" signs, for north/southbound traffic on North Clark Street, at West School Street and West Aldine Avenue. North Clark Street is a federal aid route. Stop signs are not warranted. Unwarranted stop signs on a federal aid route could jeopardize federal funding for street improvements (95-0344).

Weight Limitations:

Ward	Location
38	West Sunnyside Avenue, from North Narragansett Avenue to North Austin Avenue -- five tons. Duplicate proposal. Previously passed October 30, 1957 (Council Journal of Proceedings, page 6244). Signs will be installed (95-0628).

Amend Parking Prohibited At All Times:

Ward	Location
39	At 5000 North Kimberly Avenue (east side) trucks only. Request withdrawn (95-0579).

Amend Parking Prohibited At All Times -- Handicapped:

Ward	Location
21	Removal of Handicapped Parking Permit 8223 signs, located at 419 West 95th Place.

Amend Loading Zones:

Ward	Location
44	Amend by striking the loading zone located at 745 West Buckingham Place -- 10:00 A.M. to 2:00 P.M. -- Sunday through Wednesday. Duplicate proposal. Previously recommended on proposal dated April 15, 1995. T. & S. 95-500 (95-0499).

These *Do Not 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.

AUTHORIZATION FOR EXECUTION OF SECOND AMENDMENT TO DISTRICT COOLING SYSTEM USE AGREEMENT WITH UNICOM THERMAL TECHNOLOGIES (FORMERLY NORTHWIND, INCORPORATED).

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 -- 57149 of the Council Journal of Proceedings. Said proposed amendment authorizes additional distribution facilities. This ordinance was referred to the committee on July 11, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On the 14th day of September, 1994, the City Council ("City Council") of the City of Chicago, Illinois (the "City") adopted an ordinance authorizing the City to enter into a "District Cooling Use Agreement" (the "Original Agreement") with Unicom Thermal Technologies (formerly Northwind, Inc., and referred to herein as "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, On the 17th day of May, 1995, the City Council adopted an ordinance authorizing the City to enter into a "First Amendment to District Cooling System Use Agreement" (the "First Amendment" and collectively with the Original Agreement, the "Current Agreement") which amended the Original Agreement to provide for authorization for Grantee to install certain distribution equipment, conduits, fixtures and other instrumentalities and appurtenances in the City's public ways, increased compensation to the City and reflected Grantee's name change from Northwind, Inc. to Unicom Thermal Technologies, Inc.; and

WHEREAS, The First Amendment is dated as of June 1, 1995; and

WHEREAS, Exhibit 1 to the First Amendment describes certain authorized Distribution Facilities (the "Current Distribution Facilities") for the Grantee's System; and

WHEREAS, Exhibit 2 to the Current Agreement provides the location map of Grantee's System, including the Current Distribution Facilities; and

WHEREAS, Grantee has encountered unexpected difficulties in connecting a certain customer to its First Plant (as defined in the Current Agreement), which customer had originally been intended to be connected through the Current Distribution Facilities; and

WHEREAS, Grantee desires to amend Exhibits 1 and 2 to the Current Agreement to include in the Current Distribution Facilities a portion of South LaSalle Street south from the intersection of West Jackson Boulevard to West Van Buren Street, 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 to the Current Agreement; and

WHEREAS, The City wishes to amend the Current Agreement to reflect certain City departmental procedures regarding underground facilities; 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 Second Amendment to the District Cooling System Use Agreement (the "Second Amendment") substantially in the form attached hereto as Exhibit A, subject to such changes as such officials shall approve, their signatures 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 Second Amendment to District Cooling System Use Agreement (the "Second 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, The Original Agreement was amended pursuant to a First Amendment to District Cooling System Use Agreement dated as of June 1, 1995 (the "First Amendment" and collectively with the Original Agreement, the "Current Agreement"); and

Whereas, Exhibit 1 to the Current Agreement describes the "Distribution Facilities" (the "Current Distribution Facilities") for Grantee's System; and

Whereas, Exhibit 2 to the Current Agreement provides the Location Map of the Grantee's System, including the Current Distribution Facilities; and

Whereas, The Grantee has encountered unexpected difficulties in connecting a certain customer to the First Plant (as defined in the Current Agreement) which customer has originally been intended to be connected through the Current Distribution Facilities described in said Exhibits 1 and 2 to the Current Agreement (the "Current Exhibits"); and

Whereas, Grantee desires to amend the Current Exhibits to include in the Current Distribution Facilities for its System a portion of South LaSalle Street south from the intersection of West Jackson Boulevard to West Van Buren Street and to delete prior authorization to use portions of South Financial Place from West Jackson Boulevard to West Van Buren Street, as further described in Exhibits 1 and 2 attached to this Second Amendment (the "New Exhibits"); and

Whereas, The City desires to amend the Current Agreement to reflect certain City departmental procedures regarding underground facilities; and

Whereas, The City Council of the City on _____, 1995 approved execution of a Second Amendment to the Original Agreement in substantially the form of this Second Amendment, including the New Exhibits; and

Whereas, The City and 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 Second Amendment by reference as though fully set forth therein.

Section 2. As of the Effective Date of this Second Amendment, the Current Exhibits are deemed superseded and replaced by the New Exhibits.

Section 3. As of the Effective Date, Section 7.6 of the Current Agreement is replaced in its entirety, as follows:

"Section 7.6 Underground Facilities Agreement. Grantee agrees to apply for and if accepted, enter into membership in the Chicago Utility Alert Network as established by ordinance dated November 5, 1993, as amended, and the Chicago Utility Alert Network Membership Agreement. Grantee agrees to pay its share of the costs and expenses

pursuant to the Chicago Utility Alert Nertwork Membership Agreement."

Section 4. A new Section 7.7 is added to the Current Agreement which shall read as follows:

"Section 7.7 Board of Underground. Grantee agrees to join the Board of Underground, as established by Section 2-120-300 of the Municipal Code. Grantee agrees that its work in the Public Way shall comply with the guidelines and procedures issued by the Department of Transportation for the Board of Underground, pursuant to Section 2-120-300 of the Municipal Code. Consistent with and pursuant to Section 2-120-300 of the Municipal Code, Grantee shall design its System to the extent practicable so as not to materially diminish or prevent access for repair or maintenance of underground facilities, whether owned by City or any third party. Conflicts regarding access to facilities shall be resolved pursuant to Board of Underground procedures to the extent practicable and required."

Section 5. 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 Grantee or has a personal financial or economic interest directly or indirectly in this Amendment 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 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 6. Neither Grantee nor its contractors shall be in violation of the provisions of Section 2-92-320, Chapter 2-92 of the Code. In connection herewith, Grantee has executed the applicable Certification required under the Illinois Criminal Code, 720 ILCS 5/33E-11 (1992), as amended, and under the Illinois Municipal Code, Ill. Rev. Stat., Ch. 24, § 11-42-1 (1989) (1990 Supp.).

Section 7. 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. Grantee has provided the City with a Disclosure of Ownership Interest Affidavit for the Grantee.

Section 8. Except as expressly modified in this Second Amendment, all other terms, covenants and conditions in the Current Agreement (including

exhibits and attachments) remain unchanged and all affidavits, certificates and representations in the Current Agreement (including exhibits and attachments) are deemed reaffirmed as if made as of the date hereof. Except as set forth in this Second Amendment, all defined terms in the Current Agreement are used in the Second Amendment with the same meaning that such terms have in the Current Agreement.

In Witness Whereof, The City has caused this Second 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

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 Second Amendment to the District Cooling System Use Agreement printed on page 4675 of this Journal.]

(Sub)Exhibit 1 referred to in this Second Amendment to the District Cooling System Use Agreement reads as follows:

(Sub)Exhibit 1.
(To Second 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 locations 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 West 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 VanBuren Street, from South Wacker Drive to South LaSalle Street. In South Franklin Street proceeding for 200 feet north, more or less, from the intersection of West Van Buren Street. In West Jackson Boulevard from South LaSalle Street to South Clark Street. In South LaSalle Street from West Washington Boulevard to West Van Buren 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.

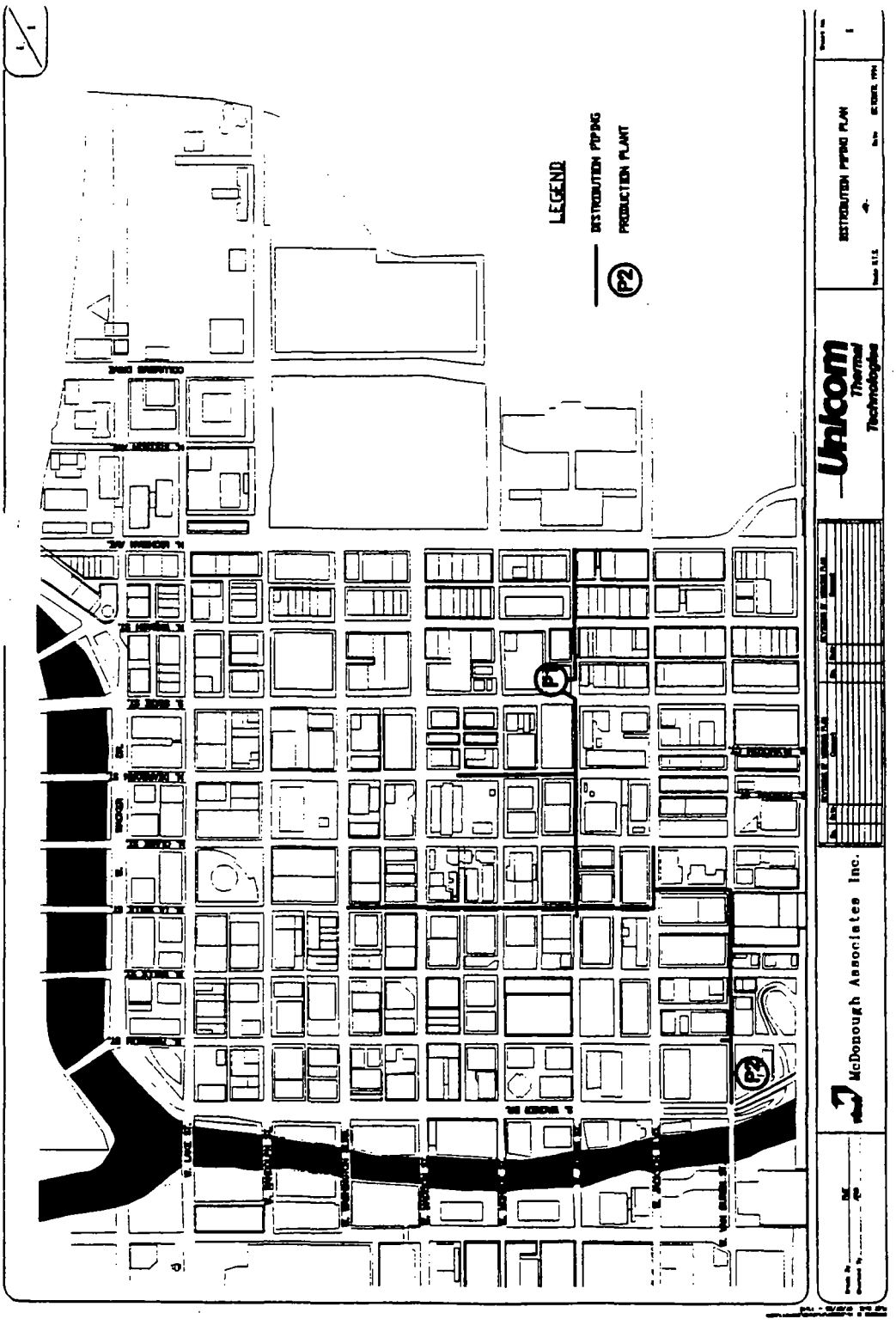
The Committee on Transportation and Public Way submitted the following report:

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* Changes marked to show changes from Amendment Number 1.

(Continued on page 4676)

(Sub)Exhibit 2.
(To Second Amendment To District Cooling System Use Agreement)



(Continued from page 4674)

CHICAGO, July 11, 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 June 14 and July 11, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

59 West Hubbard, Inc. (Doing Business As Brasserie Jo.).

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

SECTION 1. Permission and authority are hereby given and granted to 59 West Hubbard, Inc., doing business as Brasserie Jo., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a trash compactor in the alley adjacent to the premises known as 59 West Hubbard Street. Said trash compactor shall measure twelve (12) feet, eight (8) inches in length, seven (7) feet, one (1) inch in width and four (4) feet, five (5) inches in height. The location of the trash compactor will be directly behind the building at 59 West Hubbard Street and there should always be twelve (12) feet of clearance for vehicle traffic at all times. 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 Forty-one and no/100 Dollars ($741.00) 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 4680 of this Journal.]

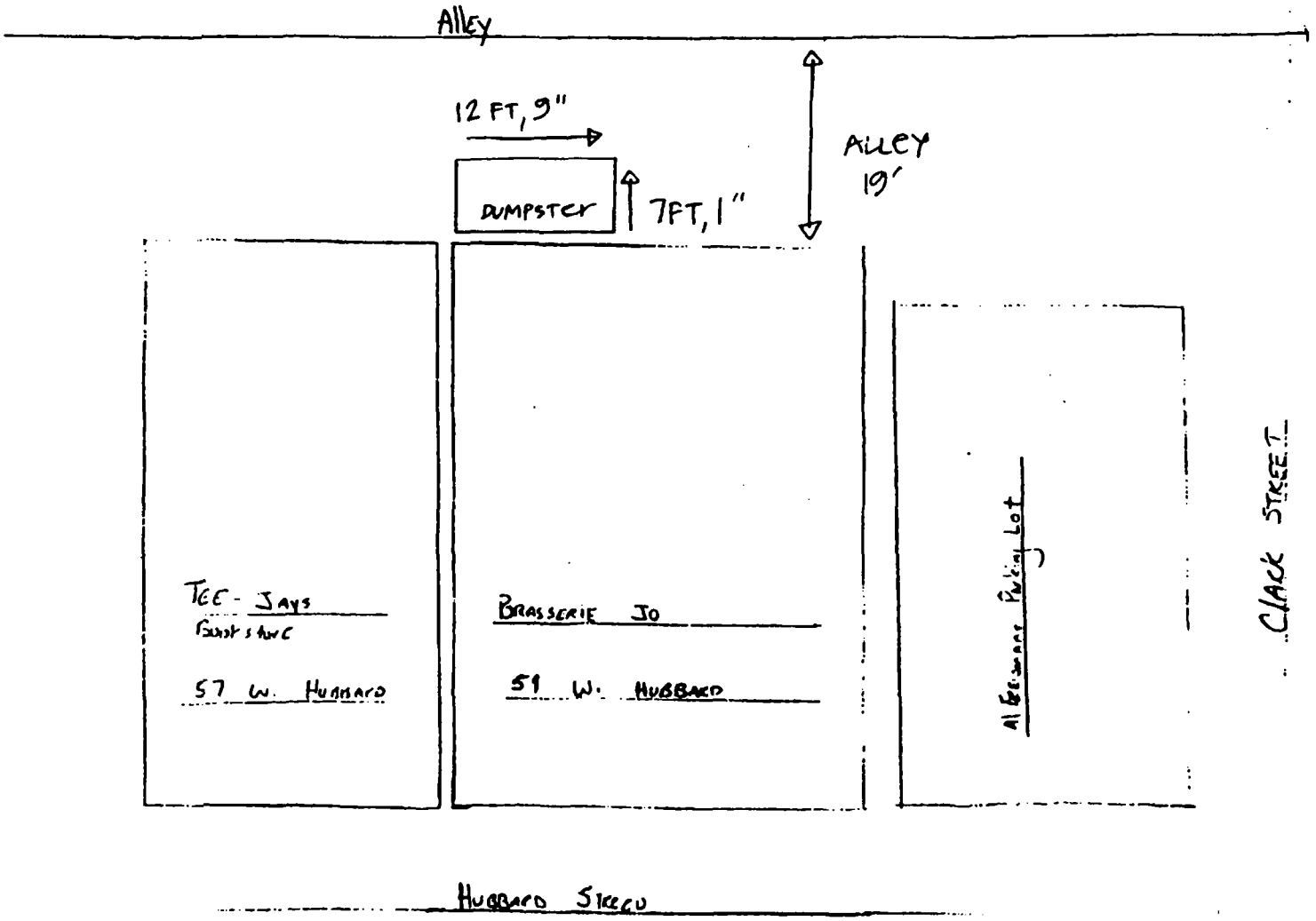
Carl Budding And Co.

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

SECTION 1. Permission and authority are hereby given and granted to Carol Budding and Co., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a meter vault in the parkway in front of the premises known as 11914 South Peoria Street, to connect a six (6) inch ductile iron water main beginning at said vault, thence running north twenty (20) feet under said parkway into the east/west alley lying south of West 110th Street, thence west in said alley two hundred sixty (260) feet, thence south enter private property at the rear of 11914 South Peoria Street, used for fire protection purposes. Authority herein given and granted for a period of five (5) years from and after June 9, 1995.

(Continued on page 4681)

Ordinance associated with this drawing printed on pages 4676 through 4679 of this Journal.



(Continued from page 4679)

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 Thirty and no/100 Dollars ($430.00) 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 4684 of this Journal.]

Chicago Mercantile Exchange.

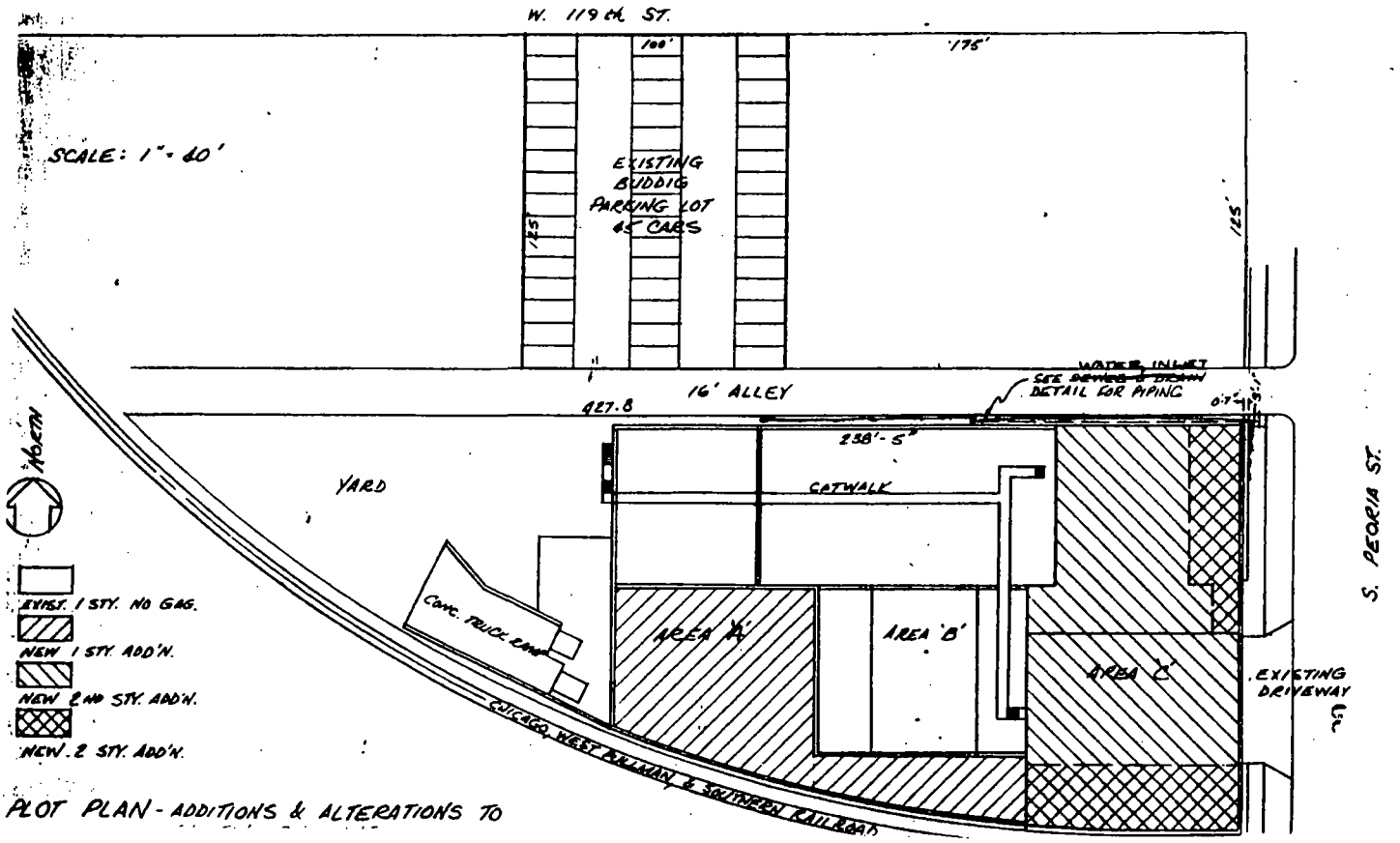
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago Mercantile Exchange, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use forty (40) granite bollards with structural steel pipe reinforcing installed along West Madison Street and West Monroe Street adjacent to the premises known as 30 South Wacker Drive. Said bollards shall be installed for security purposes two (2) feet back from the face of the curbline in accordance with plans approved by the Department of Transportation. Said bollards shall be one (1) foot, four (4) inches in length and one (1) foot, four (4) inches in width and shall be installed at a height of three (3) feet. 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 laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 4685)

Ordinance associated with this drawing printed on pages 4679 through 4683 of this Journal.



(Continued from page 4683)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Hundred Seventy-six and no/100 Dollars ($876.00) 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.

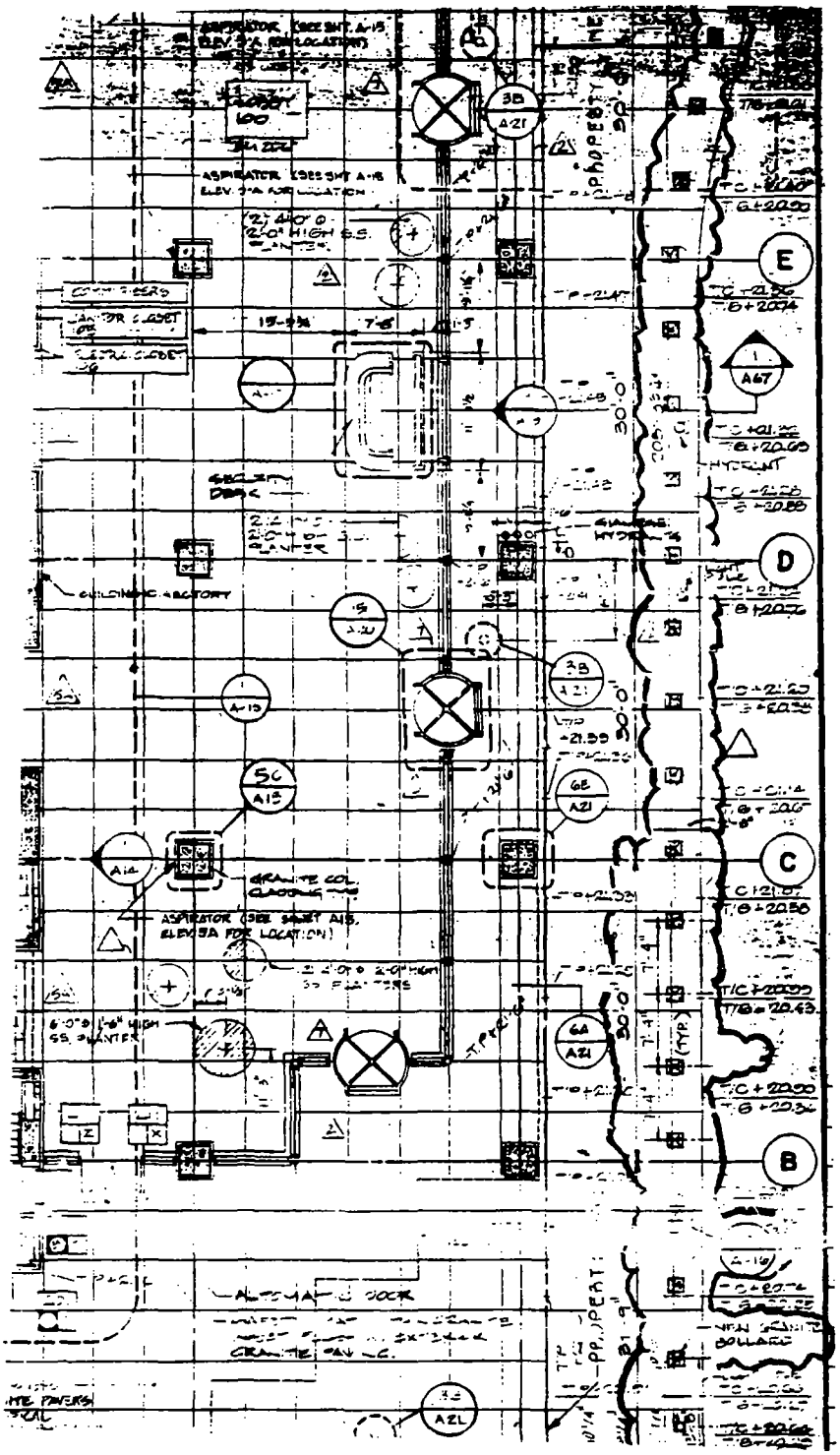
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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.

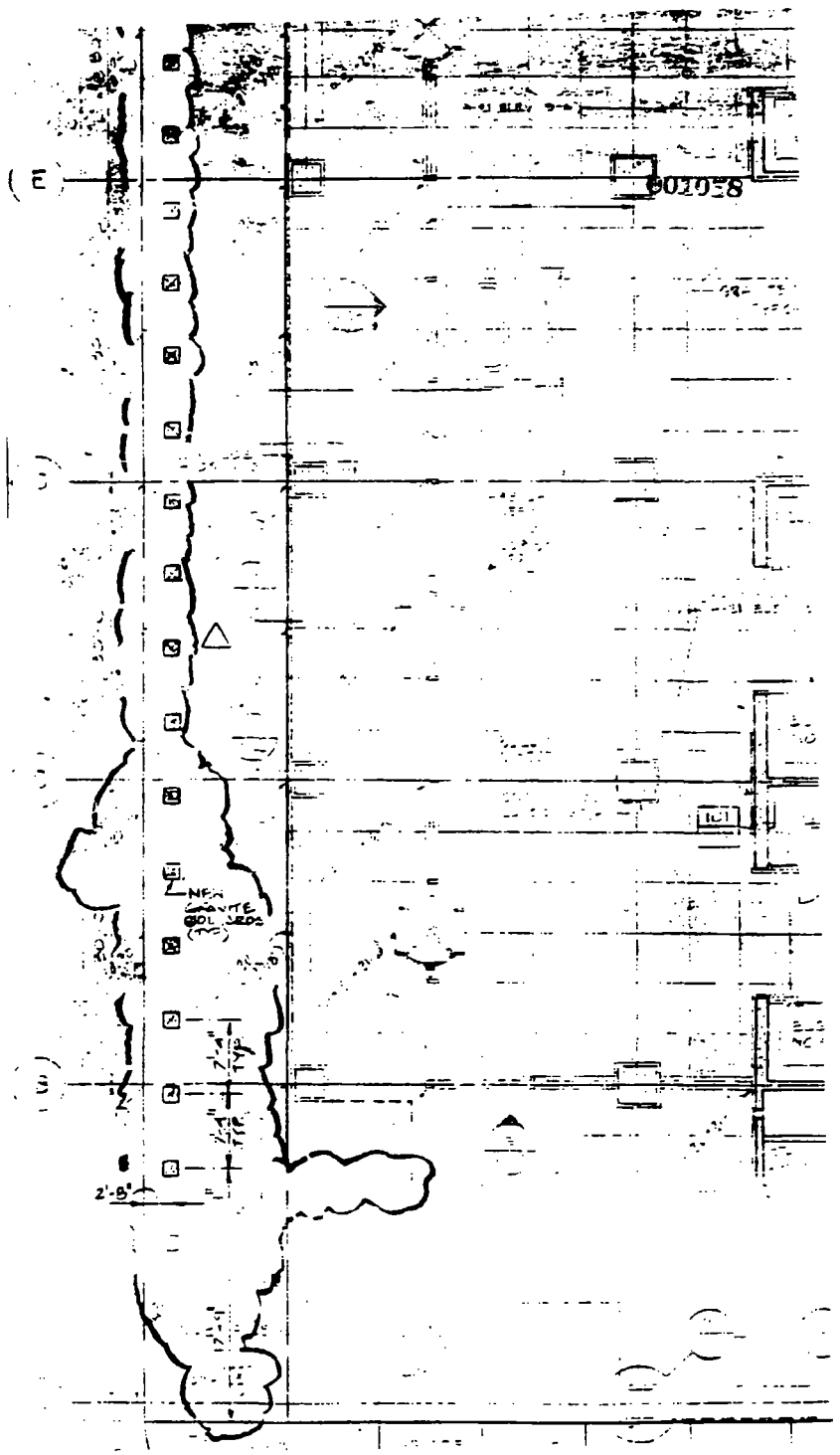
SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawings referred to in this ordinance printed on pages 4687 through 4688 of this Journal.]

Ordinance associated with this drawing printed on pages 4683 through 4686 of this Journal.



Ordinance associated with this drawing printed on pages 4683 through 4686 of this Journal.



Dyna Prop XII: Evergreen Limited Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to Dyna Prop XII: Evergreen Limited Partnership, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) balconies over the public right-of-way along West Evergreen Avenue and North North Park Avenue and attached to the building known as 1342 -- 1346 North North Park Avenue. Said balconies shall be located on floors 2, 3 and 4 (two (2) on each floor) and each balcony shall measure seven (7) feet in width and four (4) feet in depth. 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 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 4692 of this Journal.]

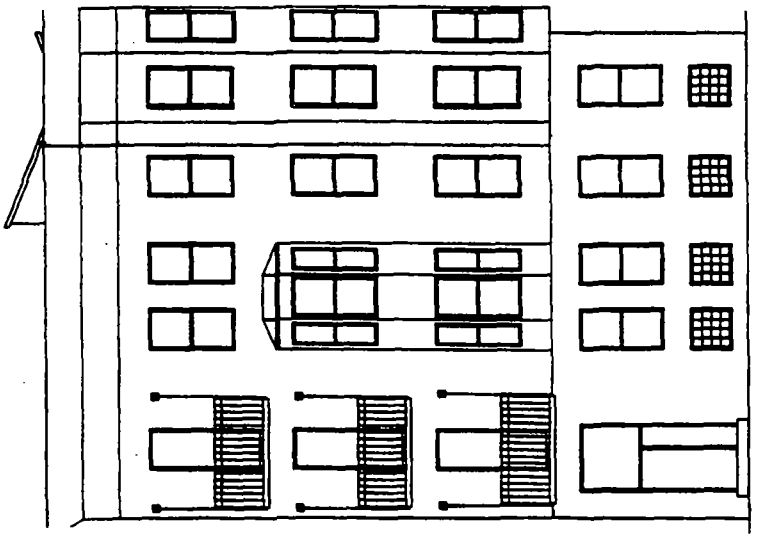
Landmark Village Development Corporation.

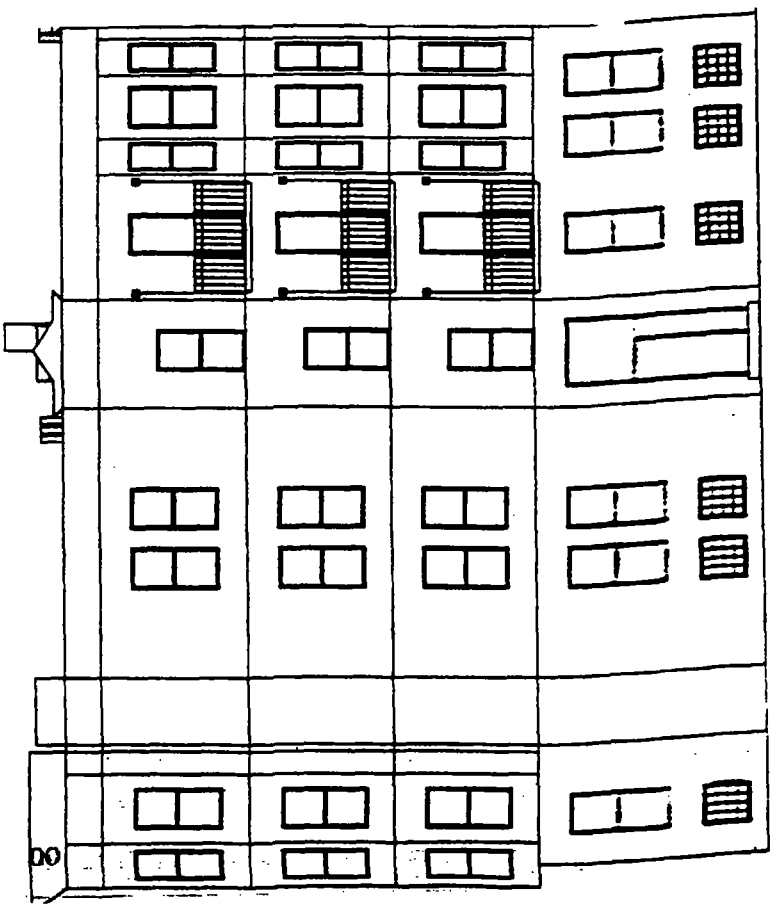
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Landmark Village Development Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the alley south of West Oakdale Avenue, between North Wolcott Avenue and North Honore Street and adjacent to the properties located at 1811 -- 1817 and 1825 -- 1847 West Oakdale Avenue. Said public alley will be utilized for ingress/egress to the residential planned development. Area to be utilized shall be three hundred eight (308) feet in length and sixteen (16) feet in width for a total of four thousand nine hundred twenty-eight (4,928) square feet 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.

(Continued on page 4693)

Ordinance associated with this drawing printed on pages 4689 through 4691 of this Journal.





(Continued from page 4691)

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 Thousand Two Hundred Seventeen and no/100 Dollars ($3,217.00) 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 4696 of this Journal.]

Mid-City National Bank Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to the Mid-City National Bank of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) underground vaults beneath the public right-of-way adjacent to the premises known as 801 West Madison Street. Said vaults are described as follows:

West Madison Street:

Vaulted area is one hundred eighteen point seventy-five (118.75) feet in length and twelve (12) feet in width for a total of one thousand four hundred twenty-five (1,425) square feet.

South Halsted Street:

Vaulted area is one hundred twenty-nine (129) feet in length and seven point twenty-five (7.25) feet in width for a total of nine hundred thirty-five point twenty-five (935.25) square feet.

(Continued on page 4697)

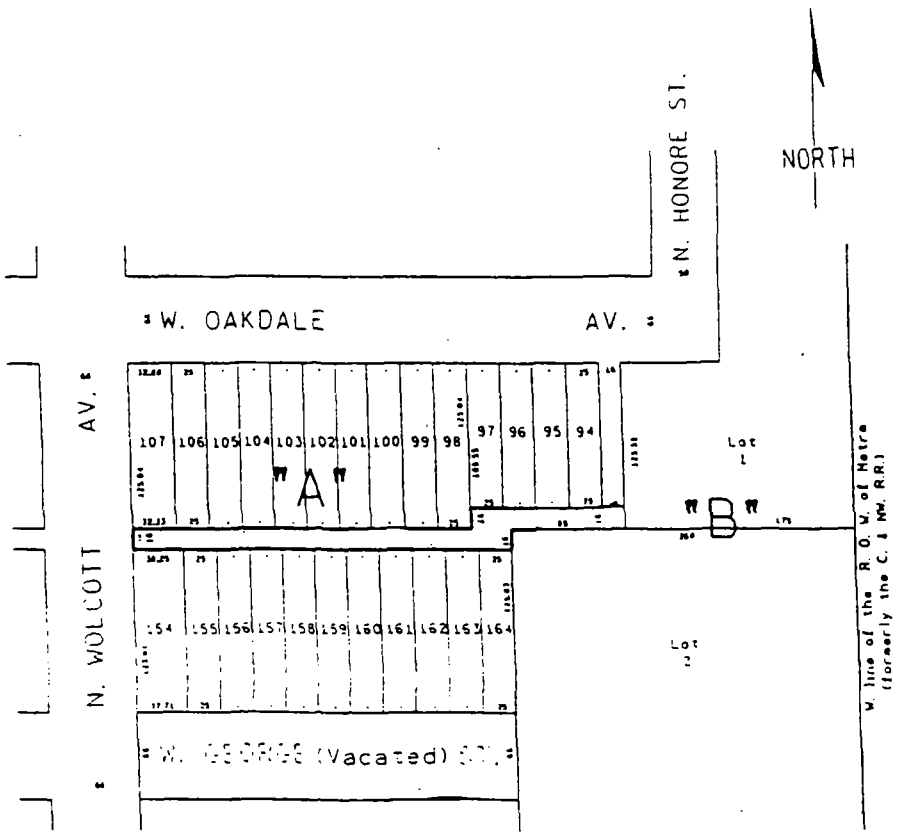
Ordinance associated with this drawing printed on pages 4691 through 4695 of this Journal.

"A"

William Deering's Diversey Avenue Sub. being a Sub. of that part of S.W. 1/4 of N.E. 1/4 of Sec. 30-40-14 lying W. of W. line of Right of Way of C. & N.W. R.R. (except 5 acres more or less in S.E. corner thereof)

"B"

Owners Plat of part of S.W. 1/4 of N.E. 1/4 of Sec. 30-40-14



(Continued from page 4695)

Vaulted areas are used for office space, storage and ventilation areas.

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 Five Hundred Fifty-eight and no/100 Dollars ($558.00) 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 4700 of this Journal.]

National Casein Company.

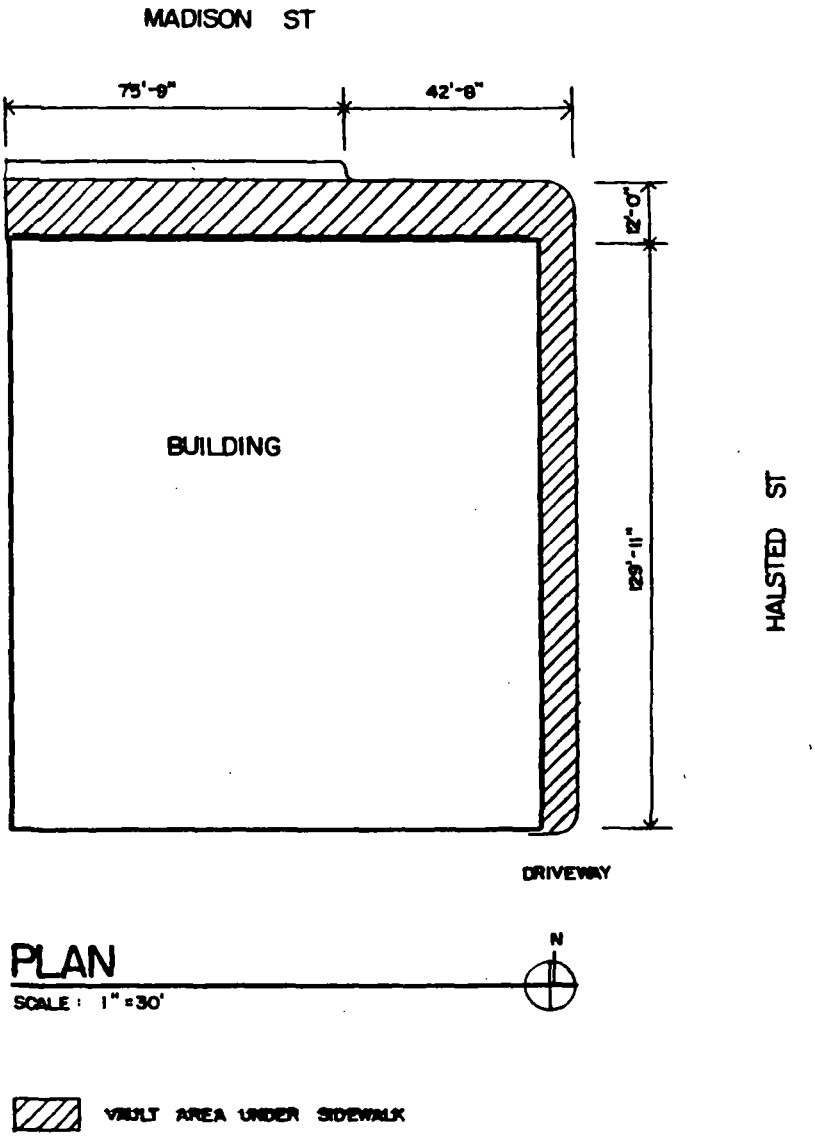
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to National Casein Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an elevated pedestrian bridge over and across the public way adjacent to their premises located at 601 -- 619 West 80th Street. Said bridge shall be twenty-five (25) feet in length and fourteen (14) feet in width at a height of seventeen (17) feet above grade. Authority herein given and granted shall be for a period of five (5) years from and after July 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.

(Continued on page 4701)

Ordinance associated with this drawing printed on pages 4695 through 4699 of this Journal.



(Continued from page 4699)

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.

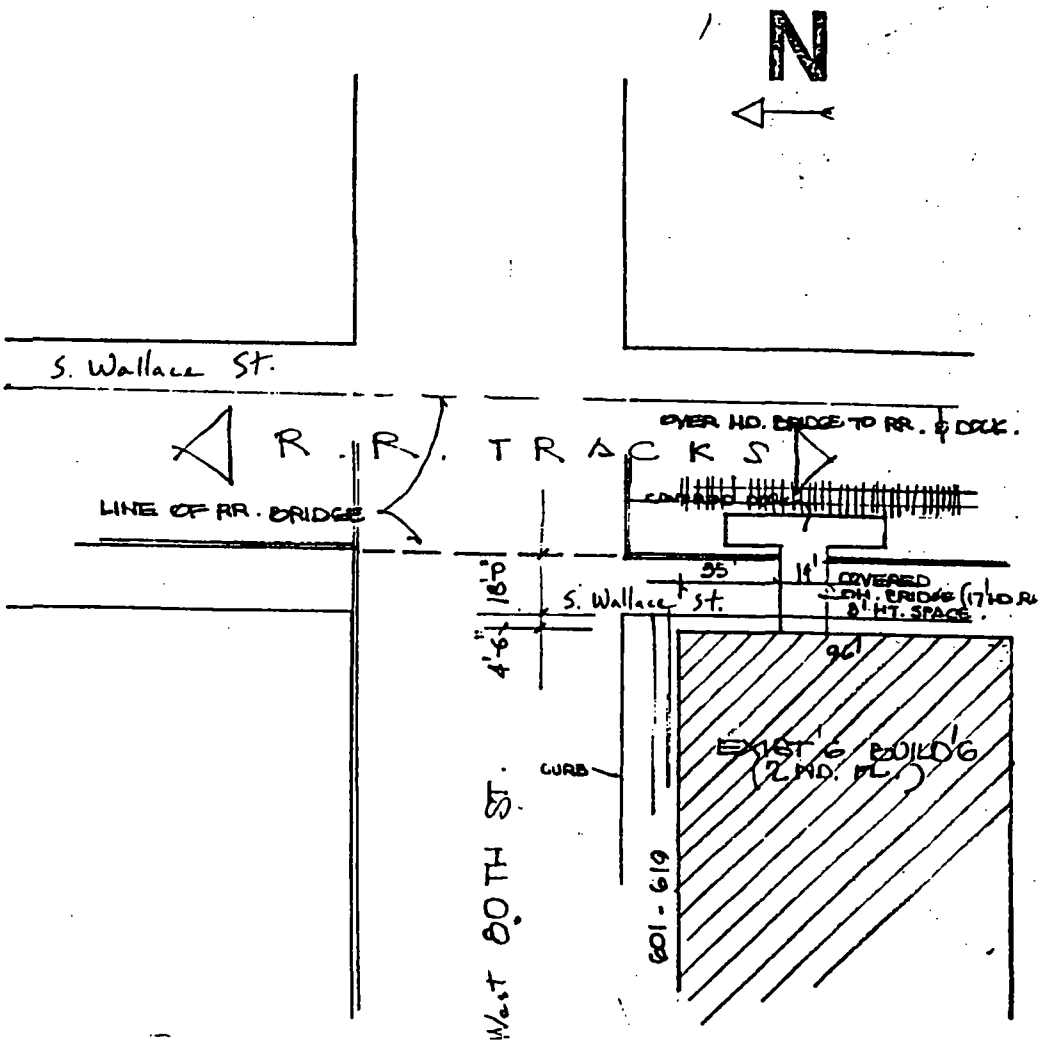
SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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 4703 of this Journal.]

Ordinance associated with this drawing printed on pages 4699 through 4702 of this Journal.

NATIONAL CASEIN
601 W. 80TH ST.
CHICAGO, ILL 60620



Northwestern Memorial Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use electrical and water service and irrigation piping, sewers and drainage structures, and a bridge pile cap adjacent to the premises known as 221 East Huron Street and described as follows:

Electrical:

East Huron Street.

Six (6) electrical conduit ducts measuring a total of three hundred eighty-three (383) feet in length and between two (2) inches and three (3) feet in width.

Water Service:

East Huron Street.

One (1) twelve (12) inch water service pipe measuring forty-two (42) feet in length and one (1) foot in width and water valves totaling three (3) feet in length and twenty-seven (27) feet in width.

One (1) four (4) inch clay drain tile measuring one hundred sixty-six (166) feet in length and four (4) inches in width.

One (1) eight (8) inch clay drain tile measuring twenty-four (24) feet in length and eight (8) inches in width.

Four (4) inch acid waste sewer measuring ten (10) feet in length and four (4) inches in width.

Ten (10) inch sanitary sewer measuring forty-six (46) feet in length and ten (10) inches in width.

Ten (10) inch storm sewer measuring fourteen (14) feet in length and ten (10) inches in width.

Twelve (12) inch storm sewer measuring fourteen (14) feet in length and one (1) foot in width.

Storm catch basins measuring two (2) feet in length and nineteen (19) feet in width.

Storm catch basins measuring five (5) feet in length and nineteen (19) feet in width.

Sanitary sewer testing chamber one (1) foot in length and eighteen (18) feet, eight (8) inches in width.

Six (6) inch acid waste sewer measuring eight (8) feet in length and six (6) inches in width.

Eight (8) inch driveway drain measuring six (6) feet in length and eight (8) inches in width.

Ten (10) inch sanitary sewer measuring ten (10) feet in length and ten (10) inches in width.

Ten (10) inch storm sewer measuring eight (8) feet in length and ten (10) inches in width.

Four (4) inch clay drain tile measuring three hundred ninety-six (396) feet in length and four (4) inches in width.

Eight (8) inch clay drain tile measuring thirty-six (36) feet in length and eight (8) inches in width.

North St. Clair Street.

Sanitary sewer testing chamber one (1) foot in length and nineteen (19) feet in width.

Irrigation Piping:

East Erie Street.

Five (5) irrigation pipes measuring a total of three hundred eighty-eight (388) feet in length and between one (1) inch and three (3) inches in width.

North Fairbanks Court.

Three (3) irrigation pipes measuring a total of seventy (70) feet in length and between one (1) inch and three (3) inches in width.

East Huron Street.

Five (5) irrigation pipes measuring a total of three hundred seventy-four (374) feet in length and between one (1) inch and three (3) inches in width.

North St. Clair Street.

Two (2) irrigation pipes measuring two hundred eighteen (218) feet in length and between one (1) inch and three (3) inches in width.

Sewers and Drainage Structures:

East Erie Street.

Storm catch basins measuring five (5) feet in length and nineteen (19) feet in width.

Sanitary sewer testing chambers measuring one (1) foot in length and nineteen (19) feet in width.

One (1) four (4) inch clay drain tile measuring three hundred thirty-two (332) feet in length and four (4) inches in width.

One (1) eight (8) inch clay drain tile measuring thirty-six (36) feet in length and eight (8) inches in width.

North Fairbanks Court.

Sanitary and sewer testing chamber measuring two (2) feet in length and nineteen (19) feet in width.

Acid neutralizing tank measuring one (1) foot in length and eighteen (18) feet, eight (8) inches in width.

Four (4) inch clay drain tile measuring one hundred thirty-four (134) feet in length and four (4) inches in width.

Eight (8) inch clay drain tile measuring twenty-four (24) feet in length and eight (8) inches in width.

Ten (10) inch sanitary sewer measuring twenty-four (24) feet in length and ten (10) inches in width.

Twelve (12) inch sanitary sewer measuring ten (10) feet in length and one (1) foot in width.

Twelve (12) inch sanitary sewer measuring ten (10) feet in length and one (1) foot in width.

Storm catch basins measuring two (2) feet in length and nineteen (19) feet in width.

Bride Pile Cap:

East Huron Street.

One (1) bridge pile cap measuring twenty-one (21) feet in length and five (5) feet in width installed for the purpose of supporting the north end of the new east bridge.

Authority herein granted for a period of five (5) years form 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 Two Thousand Nine Hundred Ninety-two and no/100 Dollars ($2,992.00) 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.

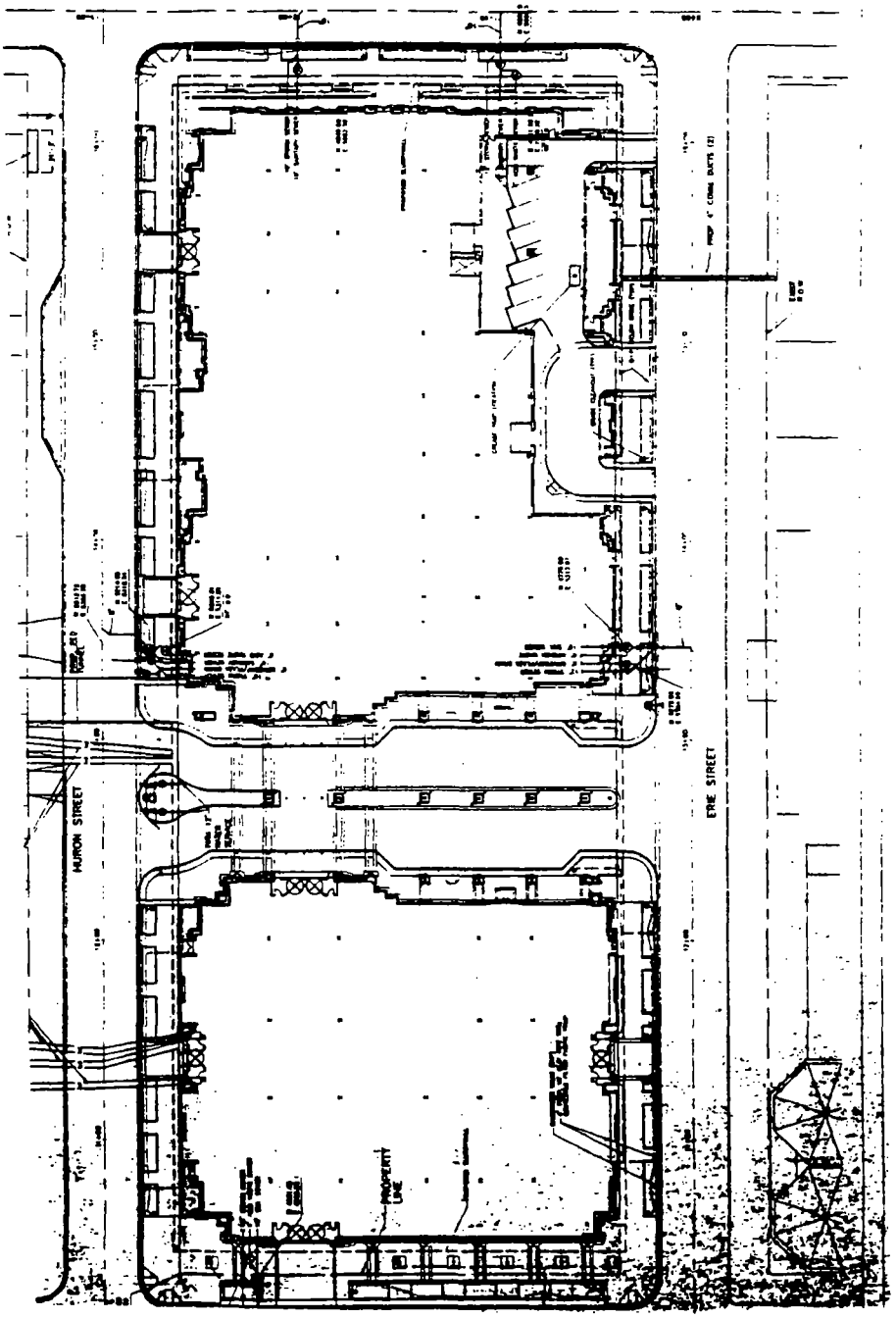
[Drawing referred to in this ordinance printed on page 4710 of this Journal.]

Randolph Office City/OCS Enterprises, Inc.

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

(Continued on page 4711)

Ordinance associated with this drawing printed on pages 4704 through 4709 of this Journal.



(Continued from page 4709)

SECTION 1. Permission and authority are hereby given and granted to Randolph Office City/OCS Enterprises, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a curb cut adjacent to the premises known as 1025 West Belmont Avenue. Curb cut shall be nineteen (19) feet, six (6) inches in length spanning a seven (7) foot wide section of city sidewalk. Curb cut shall be installed to facilitate the entrance of delivery vehicles within the already designated loading zone. 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 Fifty and no/100 Dollars ($50.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including

those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 4714 of this Journal.]

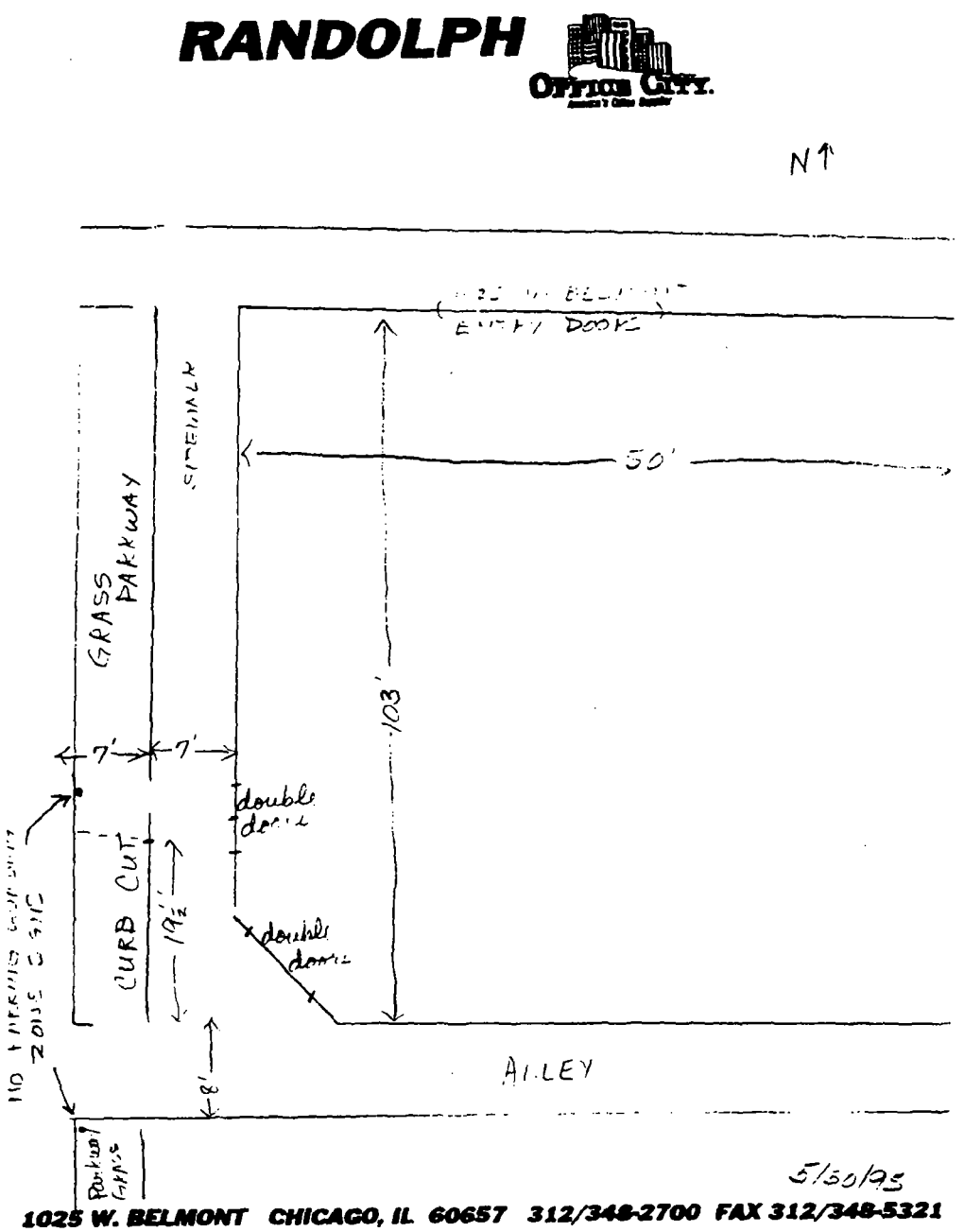
Romanek Properties, Ltd.

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

SECTION 1. Permission and authority are hereby given and granted to Romanek Properties, Ltd., upon the terms and subject to the conditions of this ordinance, to construct, maintain and use eleven (11) caisson bells that extend into the public way for a total of one hundred twenty-seven (127) square feet. Said caisson encroachments shall be located in the following areas: eight (8) along North St. Clair Street and three (3) along East Ontario Street. Said grantee shall also be permitted to construct, maintain and use one (1) bay window that encroaches upon public air rights for a total of one thousand five hundred twelve (1,512) square feet from floors four (4) through thirty (30). Said bay window shall extend two and one half ($2\frac{1}{2}$) feet beyond the property line along North St. Clair Street and the depth will be eight (8) feet. Authority herein given and granted shall be for a period of five (5) years from and after May 16, 1995.

(Continued on page 4715)

Ordinance associated with this drawing printed on pages 4709 through 4713 of this Journal.



(Continued from page 4713)

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 Thousand Three Hundred Six and no/100 Dollars ($1,306.00) 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 4718 of this Journal.]

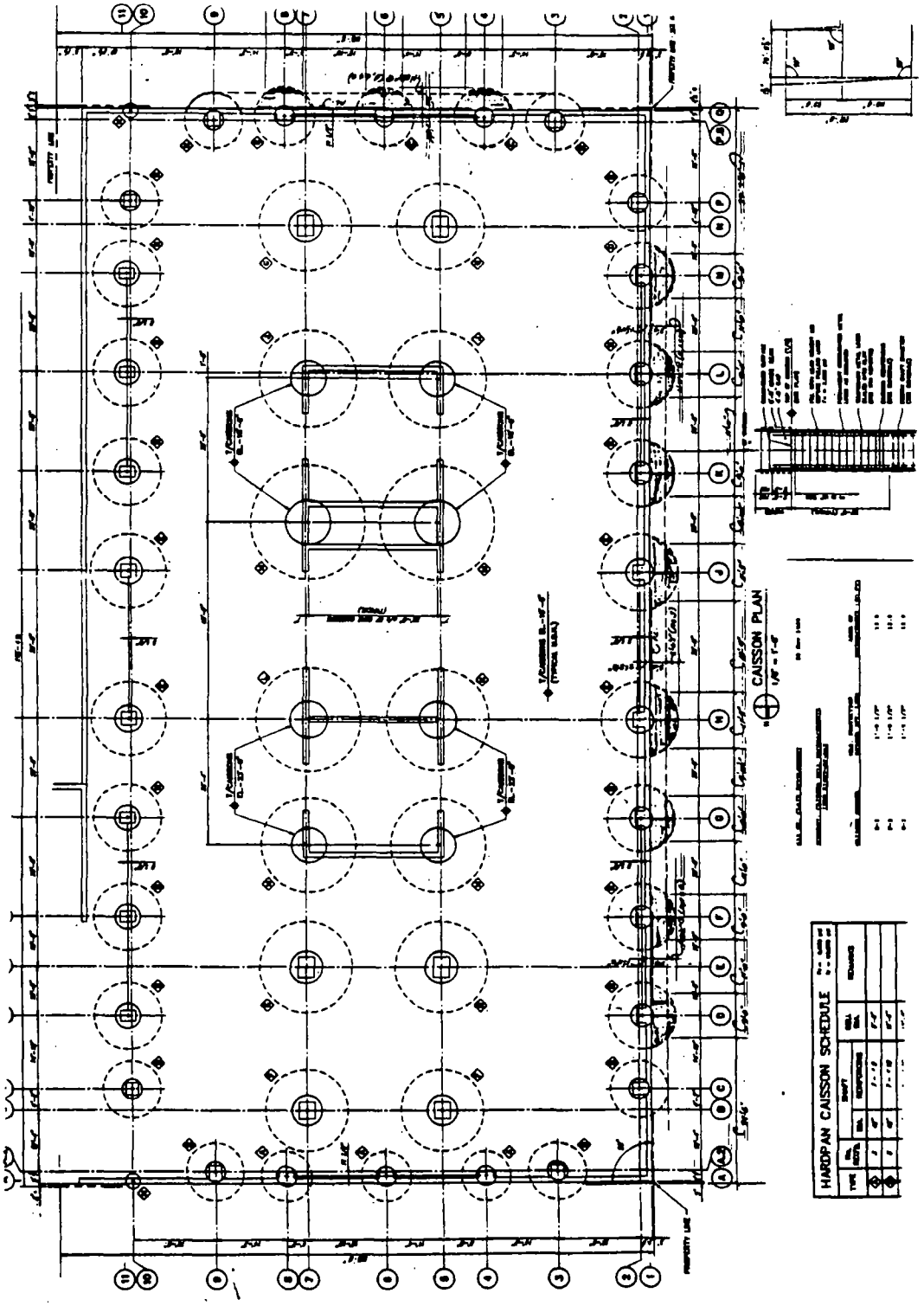
Saint Mary Of Nazareth Hospital Center, LaSalle National Bank, Trustee Under 42200 Beneficiary.

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

SECTION 1. Permission and authority are hereby given and granted to Saint Mary of Nazareth Hospital Center, LaSalle National Bank, as Trustee under 42200 Beneficiary, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use a pedestrian sky bridge adjacent to the premises known as 2233 West Division Street. Said sky bridge shall be constructed one hundred fifty-seven (157) feet in length and sixteen (16) feet in width, spanning West Division Street not lower than eighteen (18) feet, five eighths (5/8) inches above grade level. The sky bridge shall be used as a pedestrian thoroughfare to allow patients who are both ambulatory and non-ambulatory to access the hospital building and the medical office building as per plans approved by Departments of Transportation, Planning and Development, and Buildings. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 4719)

Ordinance associated with this drawing printed on pages 4713 through 4717 of this Journal.



(Continued from page 4717)

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 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 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 privileges herein granted the sum of Zero and no/100 Dollars ($0.00) 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 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 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.

[Drawings referred to in this ordinance printed on pages 4722 through 4724 of this Journal.]

Specified Plating Company.

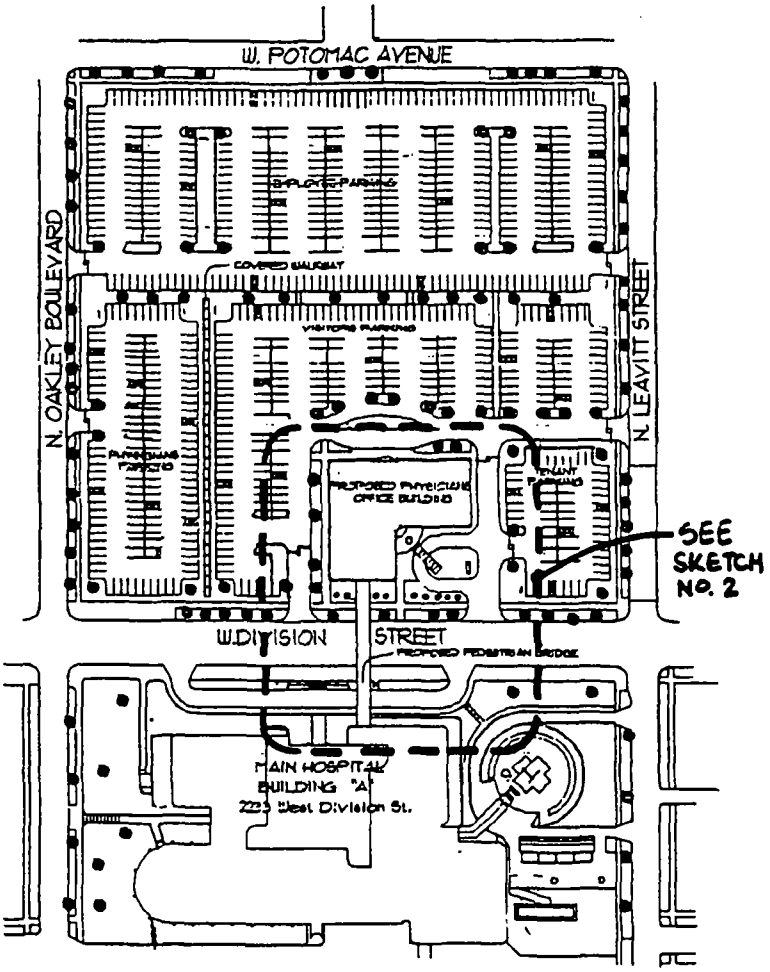
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Specified Plating 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 320 North Harding Avenue. The manhole will be four (4) feet in length, four (4) feet in width and six (6) feet in depth and shall be located on the public right-of-way on the westside of North Harding 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.

(Continued on page 4725)

Ordinance associated with this drawing printed on pages 4717 through 4721 of this Journal.



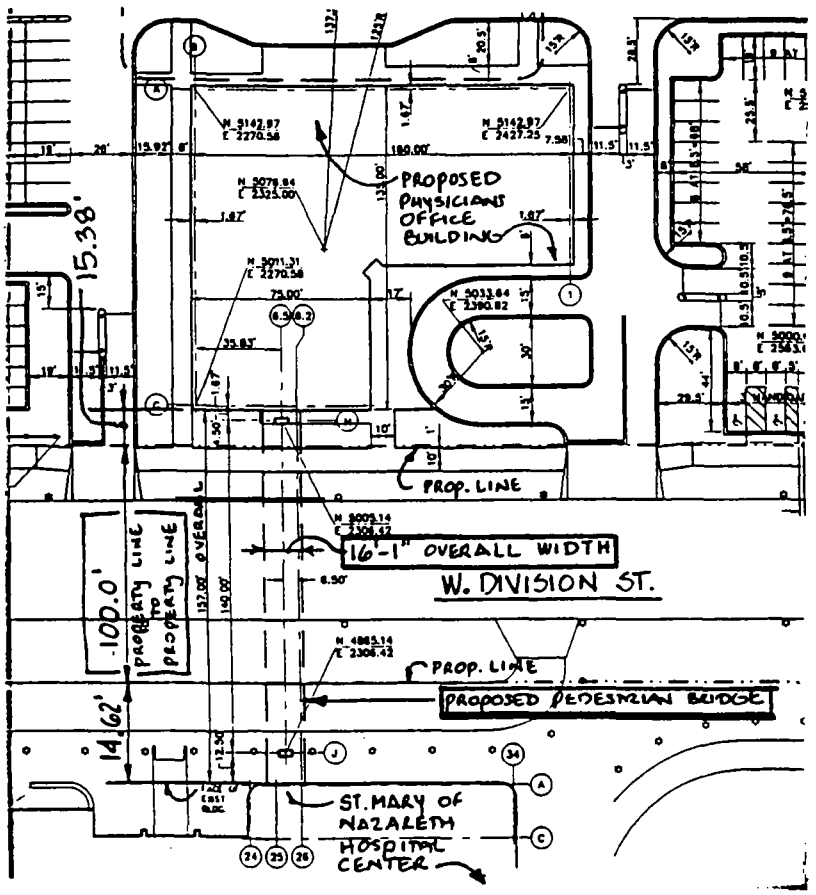
SITE PLAN (FOR REFERENCE)

0 40 80 160

THIS SKETCH FOR REFERENCE - SEE 2 & 3

REVISIONS			St. Mary of Nazareth Hospital Center PHYSICIANS OFFICE BUILDING		Anderson Mikos Architects, ltd. 1420 Kensington Road, Suite 306 Oak Brook, Illinois 60521 708.573.5149	
DRAWN TG	CHECKED TG	APPROVED DEM	DATE 8-26-94	SCALE AS NOTED	JOB NUMBER 33002.00	1 OF 3

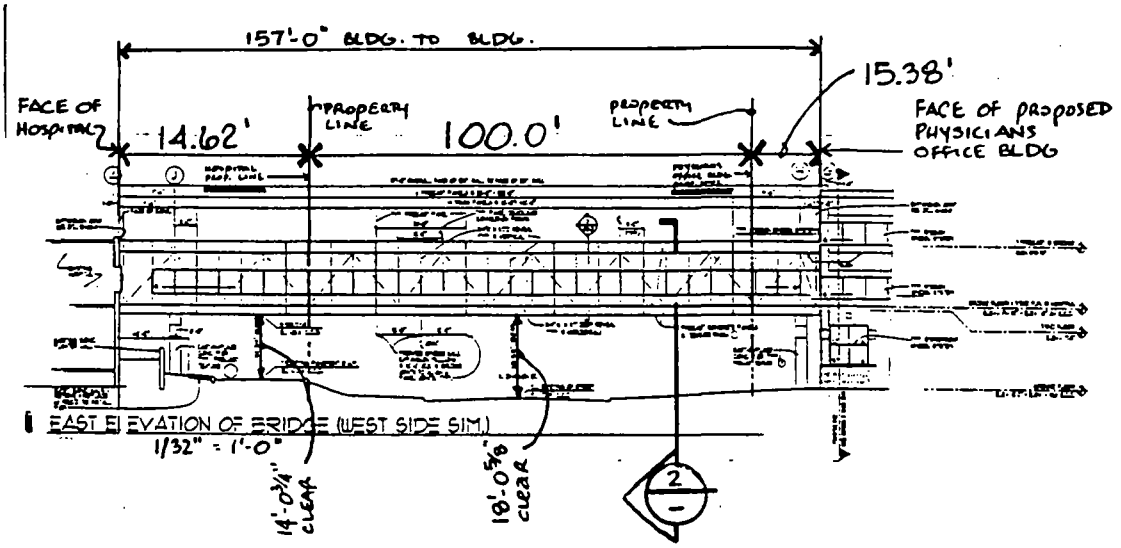
Ordinance associated with this drawing printed on pages 4717 through 4721 of this Journal.

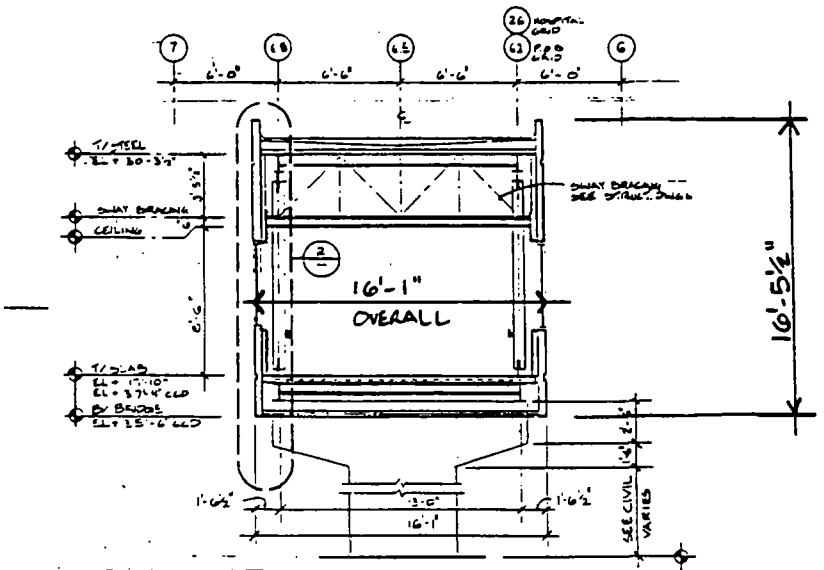


PARTIAL SITE PLAN
1"=60'-0"

REVISIONS			St. Mary of Nazareth Hospital Center PHYSICIANS OFFICE BUILDING		Anderson Mikos Architects, ltd. 1420 Kensington Road, Suite 306 Oak Brook, Illinois 60521 708.573.5149	
DRAWN TG	CHECKED TG	APPROVED DEM	DATE 8-26-94	SCALE 1"=60'-0"	JOB NUMBER 33002.00	2 OF 3

Ordinance associated with this drawing printed on pages 4717 through 4721 of this Journal.





REVISIONS			St. Mary of Nazareth Hospital Center PHYSICIANS OFFICE BUILDING		Anderson Mikos Architects, ltd. 1420 Kensington Road, Suite 306 Oak Brook, Illinois 60521 708.573.5149	
DRAWN	CHECKED	APPROVED	DATE	SCALE	JOB NUMBER	
TG	TG	DEM	8-26-94	AS NOTED	33002.00	3 OF 3

(Continued from page 4721)

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 4728 of this Journal.]

State Madison Limited Partnership.

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

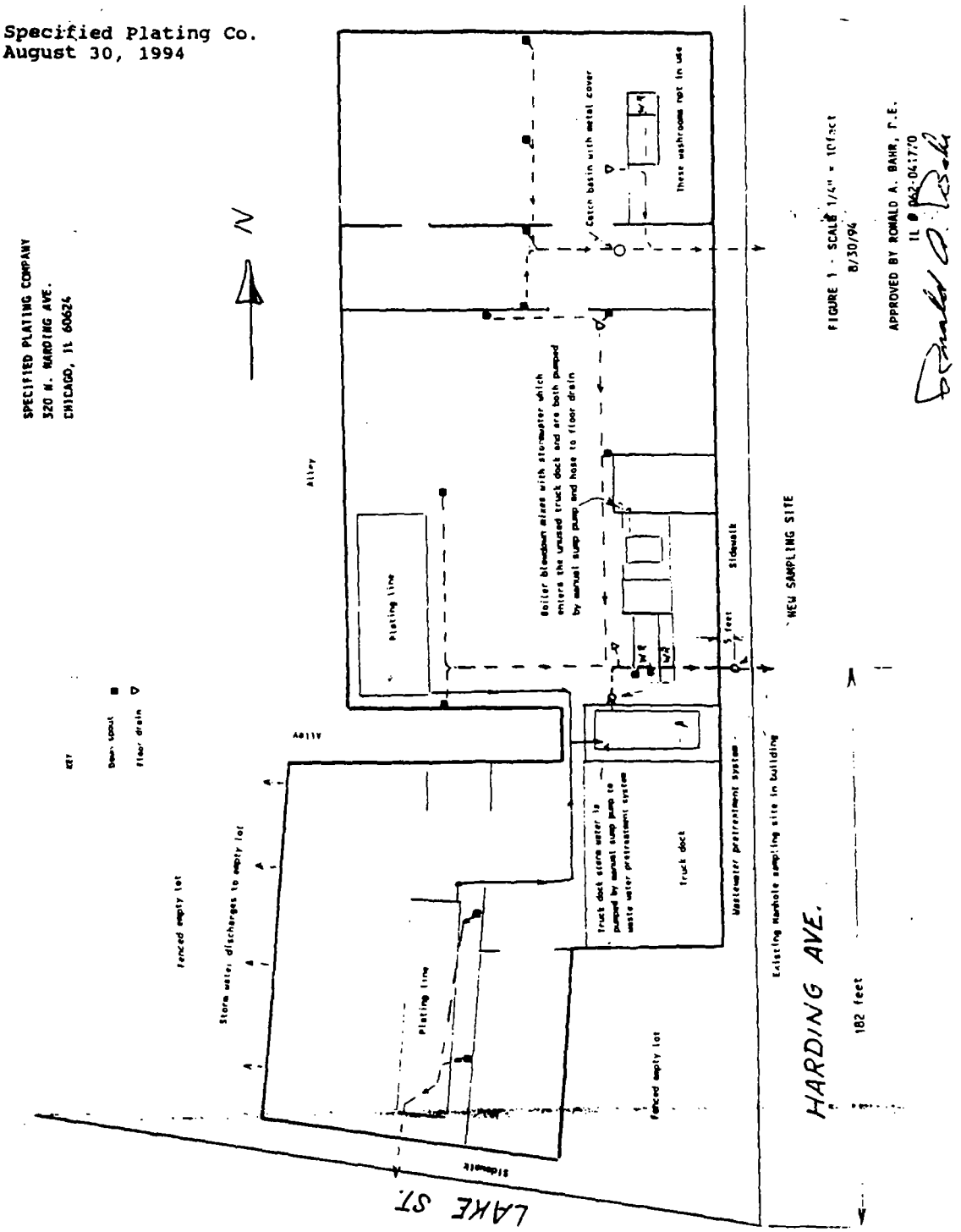
SECTION 1. Permission and authority are hereby given and granted to State Madison Limited Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vaulted space beneath the public right-of-way adjacent to the premises known as 7 West Madison Street. Said vaulted space extends two (2) levels below grade and is fifty-four (54) feet in length and fourteen (14) feet in width for a total of seven hundred fifty-six (756) square feet. Carters Jewelers is using the space as an office/records storage. 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 One Thousand Five Hundred Twelve and no/100 Dollars ($1,512.00) 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.

(Continued on page 4729)

Ordinance associated with this drawing printed on pages 4721 through 4726 of this Journal.



(Continued from page 4727)

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 omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

415 West Huron Building.

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

SECTION 1. Permission and authority are hereby given and granted to 415 West Huron Building, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use an outside control manhole for the Greater Chicago Water Reclamation District only. Their purpose will be periodic sampling of waters going into the sewer system. Said manhole will be adjacent to the premises known as 415 West Huron Street. The manhole shall be six (6) feet in length, six (6) feet in width and eight (8) feet in depth. 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 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 4734 of this Journal.]

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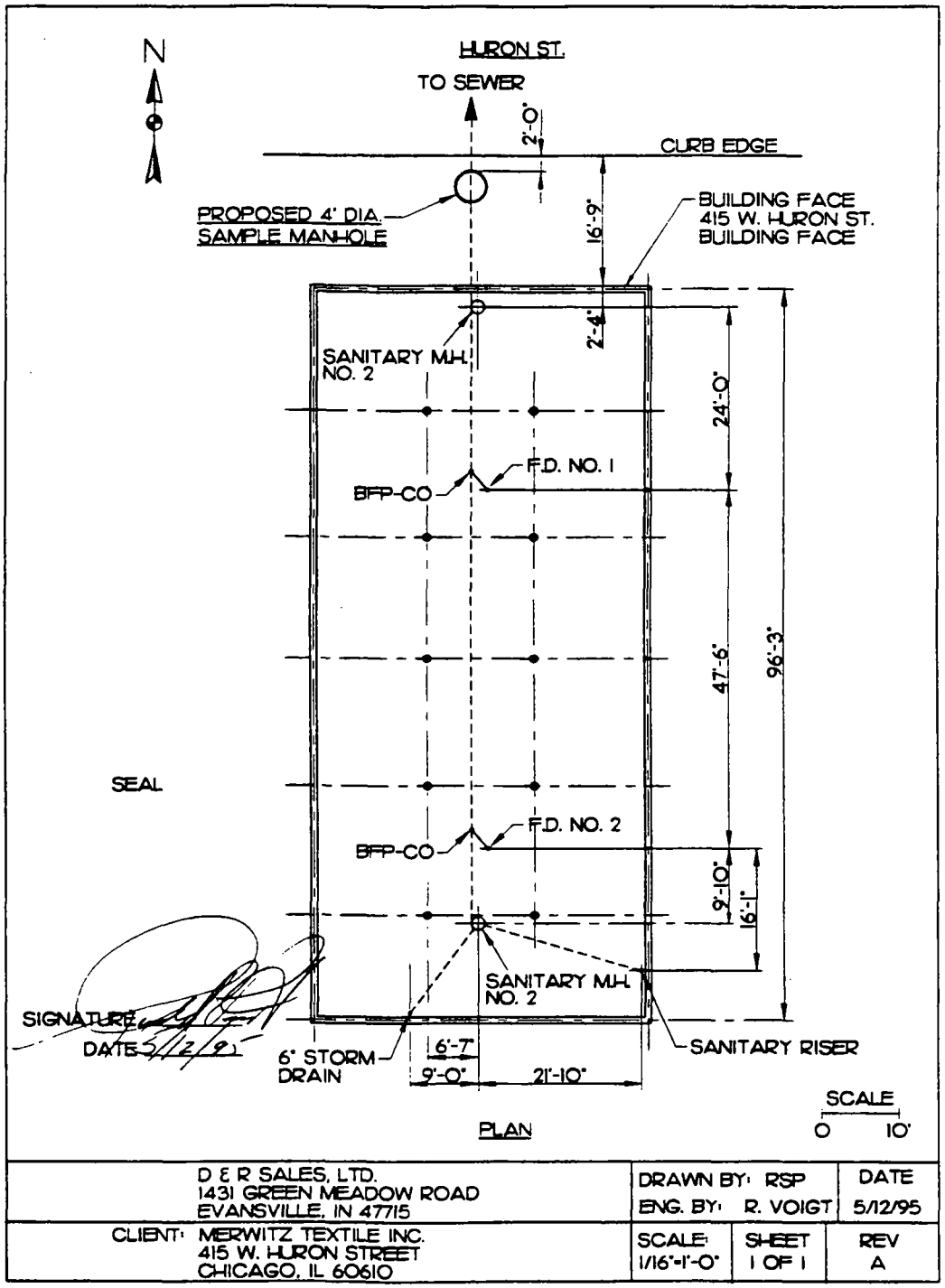
777 Condominium Association.

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

SECTION 1. Permission and authority are hereby given and granted to 777 Condominium Association, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) planters for beautification purposes adjacent to the premises known as 777 North Michigan Avenue. Planters shall be one (1) at fifteen (15) feet in length and

(Continued on page 4735)

Ordinance associated with this drawing printed on pages 4731 through 4733 of this Journal.



(Continued from page 4733)

twenty-two (22) feet in width and one (1) at thirteen (13) feet in length and six (6) feet in width. Planters shall contain shrubs and flowers and be placed along North Michigan Avenue and allow for clear and unobstructed space for pedestrian passage. Authority herein shall be given and granted for a period of five (5) years from and from 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 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 unavailable at time of printing.]

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865 North Sangamon Associates.

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

SECTION 1. Permission and authority are hereby given and granted to 865 North Sangamon Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a landscaping on the public way adjacent to the premises known as 935 West Chestnut Street. Said area is to be used as a parkway and shall be approximately thirty-two (32) feet by six (6) feet and eighteen (18) feet by sixteen (16) feet along West Chestnut Street. (Area Shall Not Be Fenced). Authority herein given and granted shall be for a period of five (5) years from and after December 20, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good

condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of 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.

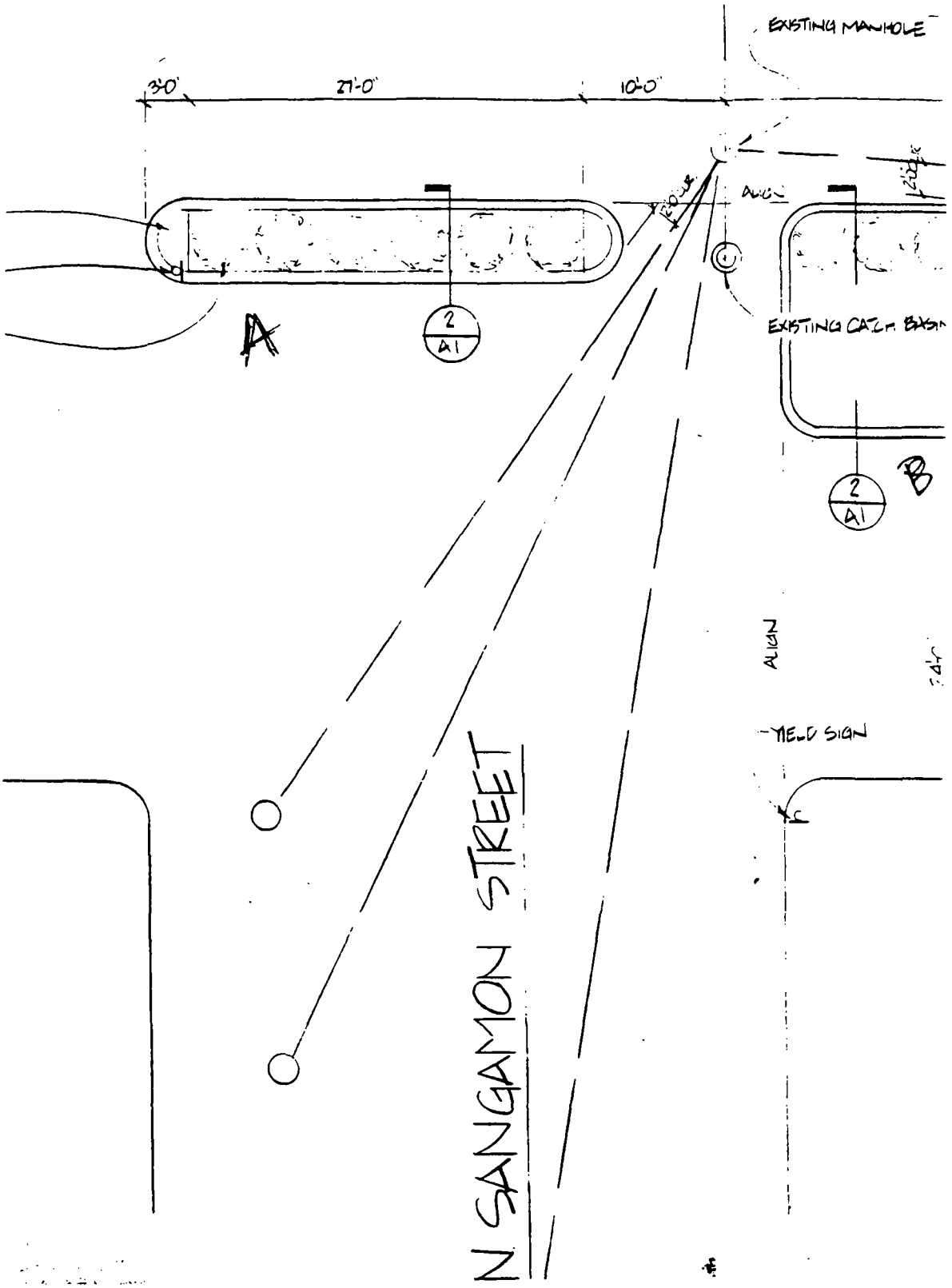
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 4740 of this Journal.]

Ordinance associated with this drawing printed on pages 4737 through 4739 of this Journal.



AUTHORIZATION FOR GRANT OF PRIVILEGE TO 200 MICHIGAN AVENUE ASSOCIATES LIMITED PARTNERSHIP TO MAINTAIN AND USE VAULTED SIDEWALK SPACE ADJACENT TO 200 SOUTH MICHIGAN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 substitute ordinance transmitted herewith (referred on June 14, 1995) for a grant of privilege in the public way to 200 Michigan Avenue Associates Limited Partnership to maintain and use as now constructed vaulted sidewalk space adjacent to the premises located at 200 South Michigan 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 substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Permission and authority are hereby given and granted to 200 Michigan Avenue Associates Limited Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed vaulted sidewalk space adjacent to its property located at 200 South Michigan Avenue, under and along South Michigan Avenue. Said vaulted space is one hundred eleven (111) feet in length and twelve (12) feet, six (6) inches in width at a depth of twelve (12) feet. Total square feet is one thousand three hundred eighty-seven point five (1,387.5) square feet. Vaulted area under and along East Adams Street is one hundred sixty (160) feet in length and fourteen (14) feet, three (3) inches in width, for a total of two thousand two hundred eighty (2,280) square feet. 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 Thousand Five Hundred Twenty-one and no/100 Dollars ($3,521.00) 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.

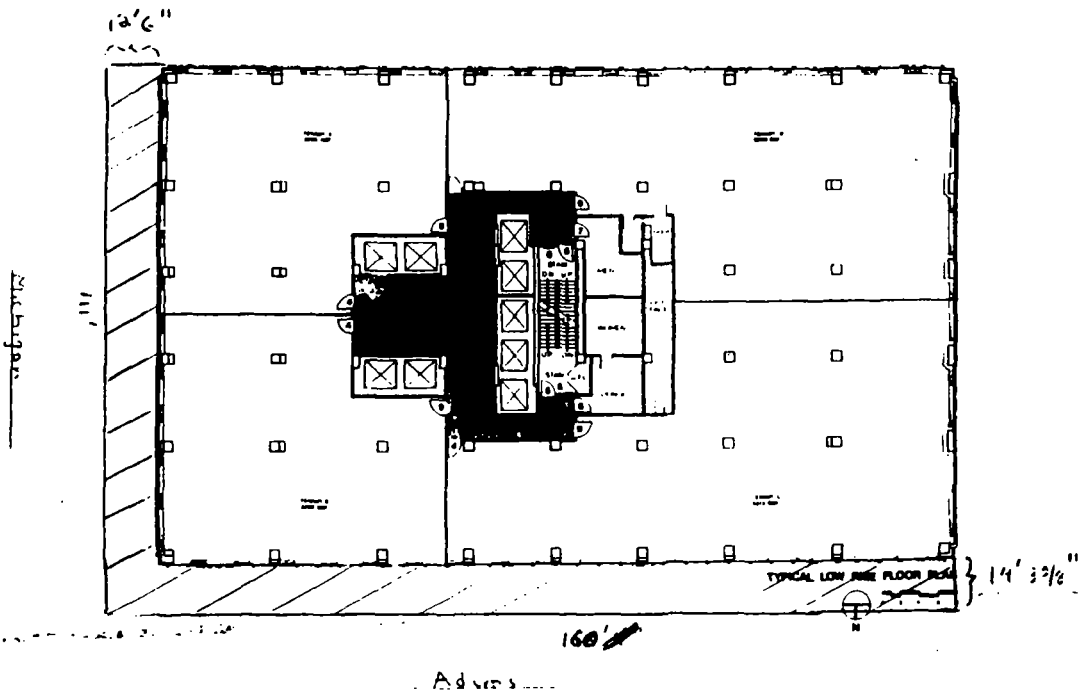
[Drawing referred to in this ordinance printed on page 4745 of this Journal.]

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO SCRIBCOR, INC. FOR BEAUTIFICATION PURPOSES.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 4746)

Ordinance associated with this drawing printed on pages 4742 through 4744 of this Journal.



(Continued from page 4744)

CHICAGO, July 11, 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 amendment to an ordinance originally passed by the City Council on June 14, 1995. Said amendment adds electrical conduits for the purpose of festive lighting to the previous grant of privilege agreed to for beautification purposes for the premises located at 400 North Michigan Avenue. This ordinance was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance introduced to the City Council of the City of Chicago for Scribcor, Inc. (grantee) on May 17, 1995, for property located at

400 North Michigan Avenue for beautification purposes is hereby amended to include the following:

In addition to the planters, Scribcor, Inc. (Grantee) shall install electrical conduits for the purpose of festive lighting. Said conduits shall extend from the premises at 400 North Michigan Avenue -- attached to the bridge structure and extending to each planter in accordance with plans and specifications approved by the Department of Transportation.

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO C.P.S. DEPARTMENT STORES, INC.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 amendment to an ordinance originally passed by the City Council on October 5, 1994, page 57819 of the Council Journal of Proceedings. Said amendment adds enclosed bridges, a rotunda, showcase windows, an entry door and loading docks to the previous grants of privilege for the premises located between 1 -- 39 South State Street, 12 -- 14 East Monroe Street and 2 -- 38 South Wabash Avenue. This ordinance was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The renewal ordinance passed by the City Council of the City of Chicago for C.P.S. Department Stores, Inc., on October 5, 1994, and printed on page 57819 of the Journal of Proceedings of the City Council of the City of Chicago, is hereby amended by adding the following:

Enclosed Bridges:

Constructed of reinforced concrete and brick and used for pedestrian traffic and sale of merchandise between 1 -- 39 South State Street, 12 -- 14 East Monroe Street and 2 -- 38 South Wabash Avenue. The lower portions of said bridges shall be not less than nineteen (19) feet above alley grade. Individual descriptions of said bridges are as follows:

Over the first north/south alley east of South State Street and north of East Monroe Street, approximately eleven (11) feet in length and fourteen (14) feet in width, located at a point approximately forty-six (46) feet north of the north line of East Monroe Street connecting 2nd, 3rd, 4th, 5th, 6th, 7th and 8th floor levels between 31 -- 35 South State Street and 12 -- 14 East Monroe Street.

Over the east/west alley, commencing at a point on the west line of the first north/south alley east of South State Street, proceeding in an easterly direction a distance of thirty-seven (37) feet; thence southerly a distance of eleven (11) feet; thence westerly ten (10) feet; thence northwesterly at an angle a distance of twenty-seven (27) feet; thence northerly a distance of six (6) feet to the point of beginning. Said bridge connects the 12th floor levels of buildings located at 12 -- 14 East Monroe Street and 1 -- 39 South State Street.

Over South Holden Court, commencing on north line of East Monroe Street, running in a northerly direction a distance of two hundred and thirty-six (236) feet and connecting 1 -- 29 South State Street, 18 -- 38 South Wabash Avenue and 12 -- 14 East Monroe Street at 2nd, 3rd, and 4th floor levels. Over South Holden Court, commencing on the north line of East Monroe Street, running in a northerly direction a distance of one hundred fifty-eight (158) feet, connecting 27 -- 35 South State Street, 28 -- 38 South Wabash Avenue and 12 -- 14 East Monroe Street at the 5th floor level. Also, at the 5th floor level, a covered bridge over South Holden Court, commencing at a point one hundred ninety-one (191) feet north of the north line of East Monroe Street and running in a northerly direction a distance of forty-five (45) feet.

Over South Holden Court, commencing on the north line of East Monroe Street running in a northerly direction a distance of one hundred fifty-seven (157) feet along the west line of South Holden Court; thence running southeasterly at an angle, a distance of approximately nineteen (19) feet; thence in a southerly direction a distance of one hundred thirty-eight (138) feet along the east line of South Holden Court; thence in a westerly direction a distance of nineteen (19) feet to the point of beginning. Said bridge connects the 6th, 7th, 8th, 9th and 10th floor levels between 27 -- 35 South State Street, 32 -- 38 South Wabash Avenue and 12 -- 14 East Monroe Street.

Over South Holden Court, commencing at a point on the west line of South Holden Court eight (8) feet north of north line of East Monroe Street; thence running in a northerly direction a distance of one hundred forty-nine (149) feet; thence in a southeasterly direction at an angle a distance of nineteen (19) feet; thence in a southerly direction a distance of one hundred thirty (130) feet to a point on the east line of South Holden Court, eight (8) feet north of north line of East Monroe Street; thence westerly a distance of nineteen (19) feet to the point of beginning. Said bridge shall connect the 11th and 12th floor levels between 27 -- 29 South State Street, 32 -- 38 South Wabash Avenue, and 12 -- 14 East Monroe Street.

Over South Holden Court, commencing at a point on the west line of South Holden Court one hundred five (105) feet north of north line of East Monroe Street; thence running in an easterly direction, at an angle a distance of nineteen (19) feet; thence in a southerly direction a distance of fifty-five (55) feet; thence running in a northwesterly direction at an angle a distance of twenty (20) feet; thence running in a westerly direction a distance of nine (9) feet; thence running in a northerly direction a distance of fifty (50) feet to the point of beginning. Said bridge shall connect the 13th floor level between 32 -- 38 South Wabash Avenue and 12 -- 14 East Monroe Street.

Over South Holden Court, commencing at a point on the west line of South Holden Court one hundred six (106) feet north of the north line of East Monroe Street; thence running in an easterly direction a distance of nineteen (19) feet; thence running in a southerly direction a distance of fifty-six (56) feet; thence running in a northwesterly direction at an angle a distance of thirty-nine (39) feet; thence running in a northerly direction a distance of twenty-three (23) feet to the point of beginning. Said bridge shall connect the 14th and 15th floor levels of 32 -- 38 South Wabash Avenue and 12 -- 14 East Monroe Street.

Over South Holden Court, nine (9) feet in width, commencing on the west line of South Holden Court one hundred five (105) feet north of north line of East Monroe Street; thence running in a southerly direction a distance of twenty-three (23) feet. Said bridge shall occupy the 16th and 17th floor levels at 12 -- 14 East Monroe Street.

Rotunda:

A one hundred fifty-five (155) square foot rotunda at the southeast corner of South State Street and East Madison Street.

Showcase Windows And Entry Door:

One (1) showcase window containing seventy-five (75) square feet of space and one (1) showcase window with an entry door containing two hundred forty-eight (248) square feet of space.

Loading Docks:

Four (4) loading docks on ground level of the public alley known as South Holden Court, east of South State Street, south of East Madison Street and north of East Monroe Street. The locations of the loading docks are as follows:

No. 1. Located adjacent to the west line of South Holden Court, commencing on the north line of the east/west public alley north of East Monroe Street, proceeding in a northerly direction a distance of forty (40) feet, three (3) inches; thence in an easterly direction a distance of seven (7) feet; thence in a southerly direction a distance of forty (40) feet, three (3) inches; thence in a westerly direction a distance of seven (7) feet to the point of beginning.

No. 2. Located adjacent to the west line of South Holden Court, commencing at a point forty (40) feet, three (3) inches north of the north line of the east/west public alley north of East Monroe Street, proceeding in a northerly direction a distance of nineteen (19) feet, nine (9) inches; thence in an easterly direction a distance of six (6) feet; thence in a southerly direction a distance of nineteen (19) feet, nine (9) inches; thence in a westerly direction a distance of six (6) feet to the point of beginning.

No. 3. Located adjacent to the west line of South Holden Court, commencing at a point approximately sixty (60) feet north of the north line of the east/west public alley north of East Monroe Street, proceeding in a northerly direction a distance of twenty-one (21) feet, five (5) inches; thence in an easterly direction a distance of nine (9) feet, six (6) inches; thence in a southerly direction a distance of twenty-one (21) feet, five (5) inches; thence in an westerly direction a distance of nine (9) feet, six (6) inches to the point of beginning.

No. 4. The fourth loading dock is two (2) feet in width and sixteen (16) feet in length, lying adjacent to the west line of South Holden Court, approximately two hundred twenty-seven (227) feet north of the north line of East Monroe Street.

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 June 14, 1995) to construct, maintain and use sundry canopies by various establishments.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

R.B.A.P. Ltd. (Doing Business As Caffe Trevi): Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to R.B.A.P. Ltd., doing business as Caffe Trevi ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 2275 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 sixteen (16) feet, two (2) inches and one

(1) at seven (7) feet, two (2) inches, respectively, in length, nor one (1) at two (2) feet and one (1) at five (5) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) 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.

Crain Communications, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Crain Communications, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 740 North Rush Street 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 canopy shall not exceed fourteen (14) feet in length, nor thirteen (13) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Fulton Green Building: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Fulton Green Building ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 219 North Green Street for a period of three (3) years from and after August 14, 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 (1) at two hundred thirty-eight (238) feet and one (1) at one hundred forty-one (141) feet, respectively, in length, nor two (2) at fifteen (15) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Four Hundred Twenty-nine and no/100 Dollars ($429.00) 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.

Grazianos Ristorante: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Grazianos Ristorante ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 605 West 31st 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 six (6) feet and one (1) at eight (8) feet, respectively, in length, nor one (1) at nine (9) feet and one (1) at two (2) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) 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.

Hill's Property Development & Management Ltd.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Hill's Property Development & Management Ltd. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 9240 -- 9244 South Stony Island Avenue for a period of three (3) years from and after July 7, 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 (1) at seventy-five (75) feet and one at seventy-three (73) feet, respectively, in length, nor two (2) at two (2) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Ninety-eight and no/100 Dollars ($198.00) 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.

Homecraft Construction, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Homecraft Construction, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 9449 South Halsted Street for a period of three (3) years from and after July 29, 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 eleven (11) feet in length, nor twelve (12) 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.

Houston's Restaurants, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Houston's Restaurants, Inc., ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 537 North Michigan Avenue for a period of three (3) years from and after

date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixty-eight (68) 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 Ninety-three and no/100 Dollars ($93.00) 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.

Italian Superior Bakery: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Italian Superior Bakery ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 931 South Western 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 two (2) feet in length, nor twenty-five (25) 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.

Al Amin S. Jessani: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Al Amin S. Jessani, ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3017 North Broadway for a period of three (3) years from and after May 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 ten (10) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of 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.

Jury Room/Reunion Grill: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Jury Room/Reunion Grill, ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2432 North Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty-eight (48) 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 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.

Musicland Group, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Musicland Group, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 61 East Randolph Street for a period of three (3) years from and after June 12, 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 six (6) feet in length, nor seven (7) 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.

Kardakh Natto: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Kardakh Natto ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 51 East Lake 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 twelve (12) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty 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.

Old St. Andrews Inn: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Old St. Andrews Inn ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5938 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 sixteen (16) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of 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.

Resort Marketing International: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Resort Marketing International ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 10 West 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 eighty-one (81) feet in length, nor nine (9) feet, one (1) inch in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Six and no/100 Dollars ($106.00) per annum, in advance. In the event the Permittee transfers title or vacates the

premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Ramon Soto: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ramon Soto ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1944 West Division Street for a period of three (3) years from and after July 7, 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 (20) feet in length, nor four point five (4.5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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.

TKO's Sports: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to TKO's Sports ("Permittee") to construct, maintain and use seven (7) canopies over the public way attached to the structure located at 3661 South Archer 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 three (3) at three (3) feet, three (3) at four (4) feet, and one (1) at ten (10) feet, respectively, in length, nor six (6) at four (4) feet and one (1) at five (5) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Fifty and no/100 Dollars ($350.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted 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.

Unique Accents: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Unique Accents ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 70 East Oak 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 seven (7) 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.

Warren Johnson Architects (Agents For Wendy's): Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Warren Johnson Architects (Agents for Wendy's) ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 203 North LaSalle Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at twelve (12) feet, respectively, in length, nor two (2) at five (5) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) 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.

F.W. Woolworth & Co.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to F.W. Woolworth & Co. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at

3401 West Diversey Avenue for a period of three (3) years from and after June 17, 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 (20) feet in length, nor twelve (12) 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.

Zemsky Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Zemsky Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2740 West Cermak Road for a period of three (3) years from and after June 17, 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 (100) 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 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 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, July 11, 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 June 11, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

Pepi Corporation (Doing Business As Alonti Deli).

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

SECTION 1. Permission and authority are hereby given and granted to Pepi Corporation, doing business as Alonti 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 1 North Franklin Street. Said sidewalk cafe area 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 six (6) feet from the face of the curb/building line along North Franklin 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: $300.00/Seating: 16.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M..

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.

Ms. Angela Mitchell (Doing Business As Artist'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 Angela Mitchell, doing business as Artist'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 412 South Michigan Avenue. Said sidewalk cafe area shall be seventy (70) feet in length and fifteen (15) feet in width, for a total of one thousand fifty (1,050) square feet and shall begin fifteen (15) feet, six (6) inches from the face of the curb/building 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 11:00 P.M.

Compensation: $1,470.00/Seating: 75.

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.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M..

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.

Cafe Croatia, Ltd.

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

SECTION 1. Permission and authority are hereby given and granted to Cafe Croatia, 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 5726 North Western 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 begin six (6) feet from the face of the curb line along North Western Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Thursday, 5:00 P.M. to 11:00 P.M.
Friday and Saturday, 5:00 P.M. to 12:00 Midnight
Sunday, 12:00 Noon to 8:00 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.

R.B.A.P. Ltd. (Doing Business As Caffe Trevi).

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.A.P. doing business as Caffe Trevi, 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 2275 North Lincoln Avenue. Said sidewalk cafe area shall be twenty-five (25) feet in length and eleven (11) feet in width, for a total of two hundred seventy-five (275) square feet and shall begin six (6) feet from the face of the curb line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 10:00 A.M. to 11:00 P.M.
Friday and Saturday, 10:00 A.M. to 12:00 Midnight

Compensation: $385.00/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 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.

Chinalite Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Chinalite 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 3457 North Southport Avenue. 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 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 Saturday, 12:00 Noon to 10:00 P.M.
Sunday, 12:00 Noon to 9:00 P.M.

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 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.

Obydon Limited (Doing Business As Executive Plaza Hotel).

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

SECTION 1. Permission and authority are hereby given and granted to Obydon Limited, doing business as Executive Plaza 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 71 East Wacker Drive. Said sidewalk cafe area shall be twenty-five (25) feet in length and twelve (12) feet in width, for a total of three hundred (300) square feet and shall begin nine (9) feet from the face of the curb line along East Wacker Drive. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: $1,164.00/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.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M..

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.

Grand And Wells Tap, Inc. (Doing Business As Grand And Wells Tap).

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

SECTION 1. Permission and authority are hereby given and granted to Grand and Wells Tap, Inc., doing business as Grand and Wells Tap, 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 531 North Wells Street. Said sidewalk cafe area shall be fifty (50) feet in length and ten (10) feet in width, for a total of four hundred thirty-two (432) square feet and shall begin eight (8) feet from the face of the curb/building 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, 11:30 A.M. to 11:00 P.M.
Saturday and Sunday, 5:00 P.M. to 11:00 P.M.

Compensation: $900.00/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.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M..

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.

Johnny Rockets Of Illinois, Inc. (Doing Business As Johnny Rockets).

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

SECTION 1. Permission and authority are hereby given and granted to Johnny Rockets Of Illinois, Inc., doing business as Johnny Rockets, 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 North Rush Street. Said sidewalk cafe areas No. 1 and No. 2 shall be forty-five (45) feet in length and eight (8) feet in width, for a total of three hundred sixty (360) square feet and shall begin fourteen (14) 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, 10:30 A.M. to 11:00 P.M.

Compensation: $648.00/Seating: 42.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curbline.

Amplification of sound is prohibited.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M..

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.

Little Bucharest Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Little Bucharest 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 3001 North Ashland Avenue. Said sidewalk cafe area shall be sixty (60) feet in length and eleven (11) feet in width, for a total of six hundred sixty (660) square feet and shall begin six (6) feet from the face of the curb/building line along North Ashland Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 4:00 P.M. to 11:00 P.M.

Compensation: $449.00/Seating: 35.

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.

Mason's.

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

SECTION 1. Permission and authority are hereby given and granted to Mason'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 1330 West Madison Street. Said sidewalk cafe area shall be thirty-one (31) feet, six (6) inches in length and eight (8) feet, six (6) inches 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/building line along West Madison 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: 14.

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.

Gastronomical Pleasures, Inc. (Doing Business As Piccolo Mondo Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Gastronomical Pleasures,, Inc., doing business as Piccolo Mondo 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 2460 North Clark 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 six (6) feet from the face of the building and two (2) feet from the face of the curb line along West Arlington 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: $300.00/Seating: 15.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted 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.

Pops For Champagne.

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

SECTION 1. Permission and authority are hereby given and granted to Pops For Champagne, 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 2934 North Sheffield Avenue. Said sidewalk cafe area shall be fifty-one (51) feet in length and fourteen (14) feet in width, for a total of six hundred fifty (650) square feet and shall begin six (6) feet from the face of the curb/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 Sunday, 4:00 P.M. to 10:00 P.M.

Compensation: $442.00/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.

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 554 West Diversey Parkway. Said sidewalk cafe area shall be twenty-four (24) feet in length and six (6) 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

Diversey Parkway. 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 10:00 P.M.
Friday and Saturday, 8:00 A.M. to 11:00 P.M.
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 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.

Ronny's III Corp.

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

SECTION 1. Permission and authority are hereby given and granted to Ronny's III Corp., 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 Wabash Avenue. Said sidewalk cafe area shall be sixty-six (66) feet in length and shall be ten (10) feet in width, for a total of six hundred sixty (660) square feet and shall begin six (6) feet from the face of the curb line along South Wabash Avenue. 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 8:00 P.M.

Compensation: $924.00/Seating: 36.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M..

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.

Salvador's Mexican Restaurant, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Salvador's Mexican Restaurant, 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 73 East Lake Street. Said sidewalk cafe area shall be thirty-three (33) feet, six (6) inches in length and nine (9) feet, four (4) inches in width, for a total of three hundred sixteen (316) square feet and shall begin six (6) feet from the face of the curb 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 Saturday, 11:00 A.M. to 11:00 P.M.
Sunday, 12:00 Noon to 10:00 P.M.

Compensation: $1,226.00/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.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M..

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).
(2525½ North Clark 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 2525½ North Clark Street. Said sidewalk cafe area shall be forty-three (43) feet in length and four (4) feet 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 Deming Place and parkway. 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 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.

Starbucks Coffee Company (Doing Business As Starbucks Coffee).
(10 South Riverside Plaza)

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 10 South Riverside Plaza. Said sidewalk cafe area shall be thirty (30) feet in length and eighteen (18) feet in width, for a total of five hundred forty (540) square feet and shall begin six (6) feet from the face of the curb/building line along West Monroe Street/Chicago River. 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: $2,095.00/Seating: 24.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M..

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.

Eating Places, Inc. (Doing Business As Starfish).

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

SECTION 1. Permission and authority are hereby given and granted to Eating Places, Inc., doing business as Starfish, 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 1856 West North Avenue. 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 six (6) feet from the face of the curb line along North Wolcott 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 12:00 Midnight

Compensation: $300.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 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 the compensation be paid to the Department of Revenue.

Streeterville Grille & Bar.

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

SECTION 1. Permission and authority are hereby given and granted to Streeterville Grille & 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 301 East North Water Street. Said sidewalk cafe area shall be twenty-four (24) feet in length and twenty-five (25) feet in width, for a total of six hundred (600) square feet and shall begin six (6) feet from the face of the curb/building line along East North Water Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:00 A.M. to 10:00 P.M.

Compensation: $1,080.00/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.

Food and beverages sold at the sidewalk cafe must be served by a waiter or waitress of the sidewalk cafe and must be consumed at the sidewalk cafe. Carry-outs are not permitted.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 10:00 P.M..

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 the compensation be paid to the Department of Revenue.

Taqueria Mamacita.

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

SECTION 1. Permission and authority are hereby given and granted to Taqueria Mamacita, 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 3324 North Broadway. Said sidewalk cafe area shall be thirty-two (32) feet in length and fourteen (14) 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/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 Thursday, 7:00 A.M. to 10:00 P.M.
Friday and Saturday, 7:00 A.M. to 11:00 P.M.
Sunday, 8:00 A.M. to 9:00 P.M.

Compensation: $305.00/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.

Tre Kronor Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Tre Kronor 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 3258 West Foster Avenue. Said sidewalk cafe area shall be forty-nine (49) feet in length and twelve (12) feet in width, for a total of five hundred fifty-eight (558) square feet and shall begin six (6) feet from the face of the curb line along North Spaulding 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 10:00 P.M.
Sunday, 9:00 A.M. to 3:00 P.M.

Compensation: $400.00/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 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.

VACATION OF PORTIONS OF SOUTH INGLESIDE AVENUE AND ALLEYS PERPENDICULAR THERETO IN AREA BOUNDED BY EAST 47TH STREET, EAST 48TH STREET, SOUTH DREXEL BOULEVARD AND SOUTH ELLIS AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 South Ingleside Avenue, lying between the south line of East 47th Street and the south line of the alley south of East 47th Street, together with the east ninety-six (96) feet of the alley running west from South Ingleside Avenue and the west ninety-six (96) feet of the alley running east from South Ingleside Avenue in the area bounded by East 47th and East 48th Streets, South Drexel Boulevard and South Ellis Avenue. This ordinance was referred to the committee on July 11, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street and part of public alleys 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 Ingleside Avenue lying east of the east line of Lot 1 in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago in the northwest quarter of Section 11, Township 38 North, Range 14 East of the Third Principal Meridian; lying east of a line drawn from the southeast corner of Lot 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid, to the northeast corner of Lot 42 in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid; lying west of the west line of Lot 1 in Block 2 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid; lying west of a line drawn from the southwest corner of Lot 1 in Block 2 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid, to the northwest corner of Lot 42 in Block 2 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid; lying north of a line drawn from the northeast corner of Lot 42 in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid, to the northwest corner of Lot 42 in Block 2 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid; and lying south of a line drawn from the northeast corner of Lot 1 in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid; to the northwest corner of Lot 1 in Block 2 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid; the last described line also being the south line of East 47th Street as widened by Order of Possession dated November 17, 1884 by County Court General No. 4857 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, April 16, 1886 as Document No. 707946;

Also

that part of the east/west 16 foot public alley lying south of the south line of Lots 1, 2, 3, 4 and 5 in Block 1 Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid; lying north and northwesterly of the north and northwesterly lines of Lot 42 in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid; lying west of a line drawn from the southeast corner of Lot 1 in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid, to the northeast corner of Lot 42 in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid, and which lies east of the northerly extension of the west line of Lot 42 in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid; said west line extended north to the south line of Lot 5 in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid;

Also

that part of the east-west 16 foot public alley lying south of the south line of Lots 1, 2, 3, 4 and 5 in Block 2 in Sherman T. Cooper's Drexel Boulevard

Addition to Chicago aforesaid; lying north and northeasterly of the north and northeasterly line of Lot 42 in Block 2 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid; lying east of a line drawn from the southwest corner of Lot 1 in Block 2 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid, to the northwest corner of Lot 42 in Block 2 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid and which lies west of the northerly extension of the east line of Lot 42 in Block 2 aforesaid in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid; said east line extended north to the south line of Lot 5 in Block 2 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago aforesaid, all in Cook County, Illinois, said part of public street and part of public alleys herein vacated being further described as South Ingleside Avenue, lying between the south line of East 47th Street as widened and the south line of the east/west 16 foot public alley south of East 47th Street, together with east 95.89 feet, more or less, of the east /west 16 foot public alley running west from South Ingleside Avenue and the west 95.89 feet, more or less, of the east/west 16 foot public alley running east from South Ingleside Avenue in the area bounded by East 47th Street, East 48th Street, South Drexel Boulevard and South Ellis 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 vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of The Peoples Gas Light and Coke Company, its successors or assigns, a nonexclusive, perpetual easement to lay, construct, reconstruct, repair, renew, replace, operate, maintain, inspect, alter, remove, change the size of or abandon in place all or any part of a gas main or service pipes and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations in, through, under, along and across the south 8 feet of South Ingleside Avenue herein vacated.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, its successors or assigns, an easement to place, operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along the south 8 feet of the streets and alleys herein vacated.

The City of Chicago hereby reserves for the benefit of Ameritech Illinois, 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 South Ingleside Avenue, except the west 18 feet of the north 80 feet as herein vacated, with the right of ingress and egress.

The City of Chicago hereby reserves the east 35 feet of that part of South Ingleside Avenue as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in the east 35 feet of that part of South Ingleside Avenue as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves the west 30 feet of the east 38 feet of South Ingleside Avenue together with the east 95.89 feet, more or less, of the east/west 16 foot public alley running west from South Ingleside Avenue as herein vacated, as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in South Ingleside Avenue and the east/west 16 foot public alley running west from South Ingleside Avenue as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on, above or below said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, the Harris Bank Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street and part of public alleys hereby vacated, the sum of _____ Dollars ($ _____), which sum in the judgment of this body will be equal to such benefits; and further, shall within 120 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to South Ingleside Avenue similar to the sidewalk and curb along the south side of East 47th Street, as widened, also, removing paving and curb returns and constructing sidewalk and curb across the east terminus of the alley hereby vacated in the block bounded by East 47th Street, as widened, East 48th Street, South Ingleside Avenue and South Ellis Avenue; and removing paving and curb returns and constructing sidewalk and curb across the west terminus of the alley hereby vacated in the block bounded by East 47th Street, as widened,

East 48th Street, South Drexel Boulevard and South Ingleside 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 vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance the Harris Bank Corporation 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 4827 of this Journal.]

AMENDMENT OF ORDINANCE WHICH AUTHORIZED VACATION OF AIR RIGHTS OVER AND ACROSS WESTERN PORTION OF WEST CALHOUN PLACE, BETWEEN NORTH WELLS STREET AND NORTH LA SALLE STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 amendment to an ordinance originally passed by the City Council on September 15, 1993, pages 38026 -- 38027 of the Council Journal of Proceedings, vacating certain air rights over and across the western portion of West Calhoun Place, between North Wells and North LaSalle Streets. Said amendment adjusts the elevation of air rights by lowering the elevation by point twenty-five (.25) feet at both the height and base of the vacated space. This ordinance was referred to the committee on July 11, 1995.

(Continued on page 4828)

Ordinance associated with this drawing printed on pages 4822 through 4826 of this Journal.

"A"

Sherman T. Cooper's Drexel Boulevard Add. to Chicago in the N.W. 1/4 of Sec. 11-38-14.

"B"

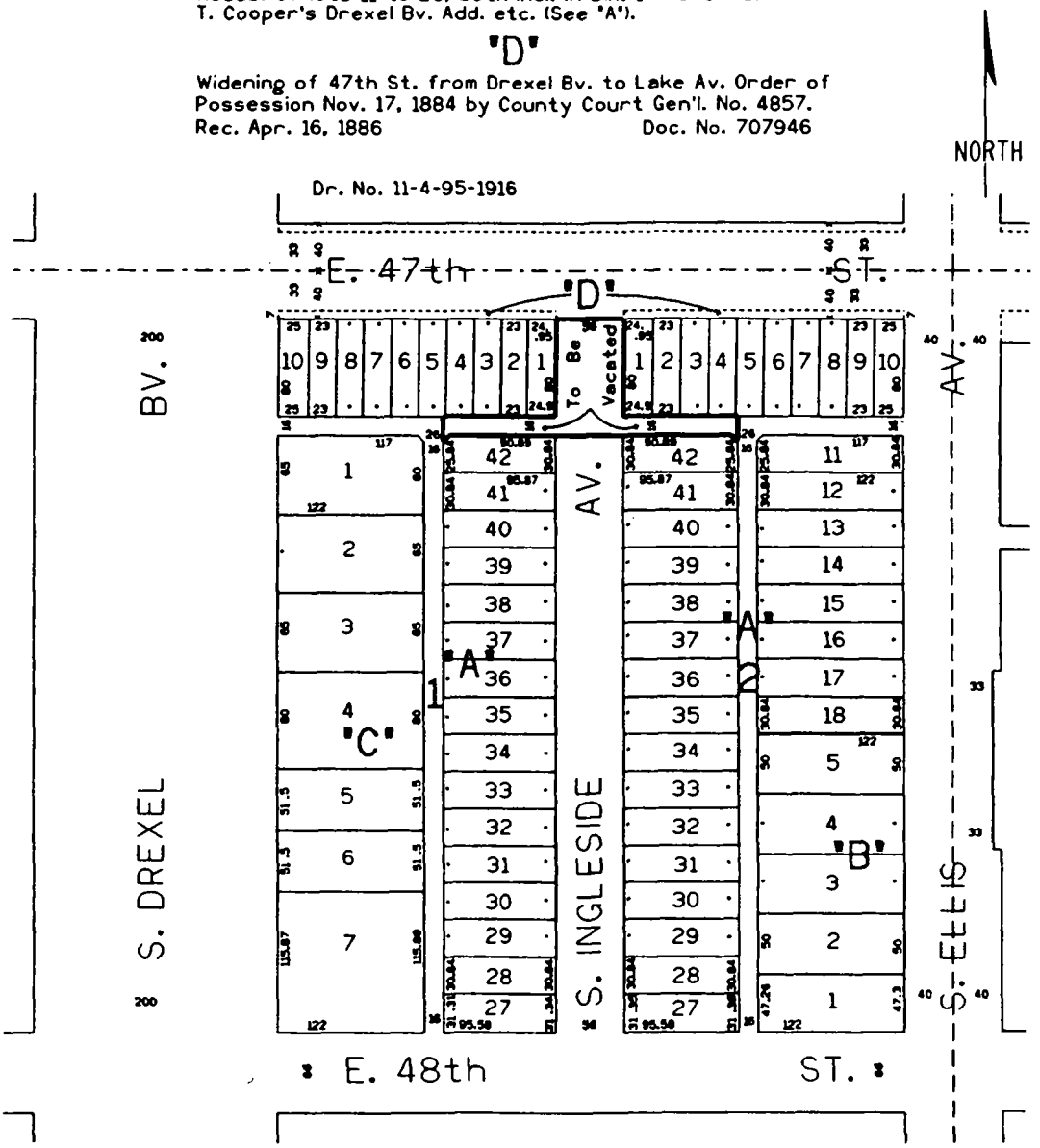
Resub. of lots 19 to 26, both incl. in Blk. 2 in Sherman T. Cooper's Drexel Bv. Add. etc. (See "A").

"C"

Resub. of lots 11 to 26, both incl. in Blk. 1 in Sherman T. Cooper's Drexel Bv. Add. etc. (See "A").

"D"

Widening of 47th St. from Drexel Bv. to Lake Av. Order of Possession Nov. 17, 1884 by County Court Gen'l. No. 4857. Rec. Apr. 16, 1886 Doc. No. 707946



(Continued from page 4826)

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance adopted on September 15, 1993 and found at pages 38026 through 38027 of the Journal of Proceedings vacating certain air rights over and across the western portion of West Calhoun Place, between North Wells Street and North LaSalle Street be and the same is hereby amended by deleting the bracketed language and inserting the language in italics, as follows:

"Section 1. That all of the air rights lying between an elevation of [28.5] *28.25* feet Chicago City Datum and an elevation of [164] *163.75* feet Chicago City Datum over and across that part of West Calhoun Place lying south of the south line of Lot 9 in Assessor's Division of Lot 4 in Block 55 in Original Town of Chicago in the southeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian; said part of public street herein vacated being further described as the air rights lying between an elevation of [28.5] *28.25* feet

Chicago City Datum and an elevation of [164] *163.75* feet Chicago City Datum over the West 64 feet of West Calhoun Place, between North Wells Street and North LaSalle Street...".

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

PROHIBITION OF PEDDLING WITHIN BOUNDARIES OF THIRTY-THIRD WARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 peddling of any merchandise, or any other article or thing whatsoever, within the boundaries of the 33rd Ward. This ordinance was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 4-244-140 of the Municipal Code of Chicago, peddling of any merchandise, or any other article or thing whatsoever, is hereby prohibited at any time within the following designated district:

beginning at the intersection of West Belmont Avenue and North Avers Avenue; thence north on North Avers Avenue to West Roscoe Street; thence east on West Roscoe Street to North Central Park Avenue; thence north on North Central Park Avenue, North Central Park Avenue extended and North Central Park Avenue to West Waveland Avenue; thence west on West Waveland Avenue to North Monticello Avenue; thence north on North Monticello Avenue to West Byron Street; thence west on West Byron Street to North Lawndale Avenue; thence north on North Lawndale Avenue to West Irving Park Road; thence east on West Irving Park Road to North Elston Avenue; thence northwest on North Elston Avenue to North Ridgeway Avenue; thence north on North Ridgeway Avenue to West Belle Plaine Avenue; thence east on West Belle Plaine Avenue to North Lawndale Avenue; thence north on North Lawndale Avenue to West Montrose Avenue; thence east on West Montrose Avenue to North Monticello Avenue; thence north on North Monticello Avenue to West Sunnyside Avenue; thence west on West Sunnyside Avenue to North Lawndale Avenue; thence north on North Lawndale Avenue to West Wilson Avenue; thence east on West Wilson Avenue to North Kedzie Avenue; thence north on North Kedzie Avenue to the centerline of the North Branch of the Chicago River; thence easterly on the centerline of the North Branch of the Chicago River to North Troy Street extended north; thence north on North Troy Street extended north and North Troy Street to West Foster Avenue; thence east on West Foster Avenue to the centerline of the North Shore Channel; thence south on the centerline of the North Shore Channel to the centerline of the North Branch of the Chicago River; thence southeast on the centerline of the North Branch of the Chicago

River to West Argyle Street; thence east on West Argyle Street to North Francisco Avenue; thence south and southeast on North Francisco Avenue to West Lawrence Avenue; thence east on West Lawrence Avenue to North Rockwell Street; thence north on North Rockwell Street to West Gunnison Street; thence east on West Gunnison Street to North Western Avenue; thence south on North Western Avenue to West Wilson Avenue; thence west on West Wilson Avenue to the centerline of the North Branch of the Chicago River; thence southerly on the centerline of the North Branch of the Chicago River to West Belmont Avenue; thence west on West Belmont Avenue to North California Avenue; thence south on North California Avenue to West Wellington Avenue; thence west on West Wellington Avenue to North Francisco Avenue; thence south on North Francisco Avenue to the centerline of the right-of-way of the Chicago Transportation Company; thence northwesterly on the centerline of the right-of-way of the Chicago Transportation Company to North Sacramento Avenue; thence south on North Sacramento Avenue to West Wellington Avenue; thence west on West Wellington Avenue to North Whipple Street; thence north on North Whipple Street to North Avondale Avenue; thence northwest on North Avondale Avenue to West Barry Avenue; thence west on West Barry Avenue to North Kedzie Avenue; thence north on North Kedzie Avenue to West Belmont Avenue; thence west on West Belmont Avenue to the place of beginning.

SECTION 2. This ordinance shall take effect ten (10) days after its passage and publication.

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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* four proposed ordinances transmitted herewith (referred April 15 and June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

East Bowen Avenue, West Of South Cottage Grove Avenue.

WHEREAS, The residents of the 700 block of East Bowen Avenue have requested that a cul-de-sac be constructed at the intersection of East Bowen Avenue and South Cottage Grove Avenue; 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 on East Bowen Avenue, just west of South Cottage Grove Avenue.

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

South Ingleside Avenue, South Of East 47th Street.

WHEREAS, The residents of the 4800 block of South Ingleside Avenue have requested that a cul-de-sac be constructed at the intersection of South Ingleside Avenue and East 47th 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 on South Ingleside Avenue, south of East 47th Street.

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

West Maypole Avenue, East Of North Pulaski Road.

WHEREAS, The residents of the 3800 block of West Maypole Avenue have requested that a cul-de-sac be constructed at the intersection of West Maypole Avenue and North Pulaski Road; 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 Maypole Avenue, east of North Pulaski Road.

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

Portions Of East 68th Street, East 70th Street, South Euclid Avenue And South Cornell Avenue.

WHEREAS, The residents of the Parkside/Jackson Park Highlands have requested that cul-de-sacs be constructed at the intersections of South

Jeffery Boulevard and East 68th Street, South Jeffery Boulevard and East 70th Street, South Euclid Avenue and East 71st Street, South Cornell Avenue and East 71st Street, and South Stony Island Avenue and East 70th Street, east of the east alley line; 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 cul-de-sacs at the following locations:

On East 68th Street, west of South Jeffery Boulevard;

On East 70th Street, west of South Jeffery Boulevard;

On South Euclid Avenue, north of East 71st Street;

On South Cornell Avenue, north of East 71st Street; and

On East 70th Street, east of South Stony Island Avenue, east of the east alley line.

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

PERMISSION FOR TRAFFIC CLOSURE ON PORTION OF NORTH NORMANDY AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 grant permission to

Saint Gregory the Illuminator Armenian Church, 6700 West Gregory Street, to close to traffic North Normandy Avenue, from West Diversey Avenue to the first alley north thereof on August 5, 1995, from 5:00 P.M. to 10:00 P.M. and August 6, 1995, from 12:00 Noon to 8:00 P.M. for recreational purposes. This order was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Saint Gregory the Illuminator Armenian Church, 6700 West Gregory Street, to close to traffic, for recreational purposes, North Normandy Avenue, from West Diversey Avenue to the first alley north thereof, for the period of August 5, 1995, from 5:00 P.M. to 10:00 P.M.; and August 6, 1995, from 12:00 Noon to 8:00 P.M..

PERMISSION FOR TRAFFIC CLOSURE OF PORTION OF WEST WRIGHTWOOD AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 grant permission to Saint William Church, 2600 North Sayre Avenue, to close to traffic West Wrightwood Avenue, from North Nordica Avenue to North Newland Avenue from 7:00 A.M. on Monday, August 21, 1995, through 12:00 Noon on Monday, August 28, 1995, in conjunction with the annual summerfest. This order was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Saint William Church, 2600 North Sayre Avenue, to close to traffic West Wrightwood Avenue, between North Nordica Avenue and North Newland Avenue from 7:00 A.M. on Monday, August 21, 1995 through 12:00 Noon on Monday, August 28, 1995, in conjunction with the annual summerfest.

CONSIDERATION FOR LEASE OF PUBLIC WAY AT 4747 AND 4748 NORTH ARTESIAN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 give consideration to cause the leasing of the public way at the premises located at 4747 and 4748 North Artesian Avenue (both sides). This order was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to cause for leasing of the public way at North Artesian Avenue, approximately at 4747 and 4748 (both sides of street).

CONSIDERATION FOR CONSTRUCTION OF DEPRESSED CURB BEHIND PREMISES AT 4244 WEST MONTROSE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 give consideration to the construction of a depressed curb for the rear of the premises located at 4244 West Montrose Avenue for the handling of three refuse dumpsters. The order was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the construction of a depressed curb for the rear of the premises known as 4244 West Montrose Avenue (alongside on North Kenneth Avenue) for handling three refuse dumpsters thrice weekly.

CONSIDERATION FOR INSTALLATION OF CURB-OFFSET FOR TRUCK MANEUVERING ON PORTION OF WEST BELDEN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 give consideration to the installation of a curb-offset on West Belden Avenue (north side) from North Harding Avenue to a point 30 feet west thereof for truck maneuvering. This order was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passe l:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of a curb-offset for truck maneuvering on West Belden Avenue (north side) from North Harding Avenue to a point 30 feet west.

COMMISSIONER OF TRANSPORTATION DIRECTED TO SECURE FUNDING FOR RECONSTRUCTION PROJECT AT WEST 40TH STREET AND SOUTH HALSTED STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 secure funding to continue reconstruction of the northbound lane, sidewalk and retaining wall of the viaduct located at West 40th and South Halsted Streets. This order was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation secure funding to continue reconstruction of the northbound lane, sidewalk and retaining wall of the viaduct located at 40th and Halsted Street.

REVOCATION OF ALL DRIVEWAY PERMITS ISSUED TO PREMISES AT 4529 WEST LAWRENCE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 revoke any and all driveway permits issued to the premises located at 4529 West Lawrence Avenue. This ordinance was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That any and all driveway permits issued to the premises commonly known as 4529 West Lawrence Avenue, are hereby revoked.

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

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, July 11, 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 June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

Chicago Abused Woman's Coalition.
(Greenhouse Shelter)

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 Chicago Abused Woman's Coalition, Greenhouse Shelter, 2147 West North Avenue, Chicago, Illinois from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 2147 West North Avenue.

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

Mr. Guillermo Morales.

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 Guillermo Morales of 2021 South Western Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 2021 South Western Avenue.

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

Pacific Global Bank.

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 Pacific Global Bank of 2323 South Wentworth Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 2323 South Wentworth Avenue

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF WEST 119TH STREET AS "ALDERMAN LEMUEL AUSTIN, JR. DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 119th Street, from South Normal Avenue to South Parnell Avenue, as "Alderman Lemuel Austin, Jr. Drive". This ordinance was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes the erection of honorary street-name signs, the Commissioner of Transportation is hereby authorized and directed to take the necessary action for the honorary designation of West 119th Street, between South Normal Avenue and South Parnell Avenue, as "Alderman Lemuel Austin, Jr. Drive".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH MAY STREET AS "THE HONORABLE JAMES P. PIRAGINE WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 May Street, from West Polk Street to West Vernon Park Place, as "The Honorable James P. Piragine Way". This ordinance was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorized the erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for the honorary designation of South May Street, between West Polk Street and West Vernon Park Place, as "The Honorable James P. Piragine Way".

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

AMENDMENT OF ORDER WHICH HONORARILY DESIGNATED PORTION OF EAST 91ST STREET AS "LILLY K. RHODES AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 amendment to an order originally passed by the City Council on February 8, 1995, page 65564 of the Council Journal of Proceedings. Said amendment changes the location of the honorary street designation of "Lilly K. Rhodes Avenue" to South Merrill Avenue, from East 87th Street to East 93rd Street. This ordinance was referred to the committee on July 11, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the following order, originally passed by the City Council of the City of Chicago on February 8, 1995, page 65564 of the Council Journal of Proceedings, is hereby amended by striking the words in brackets and inserting the words in italics, as follows:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate [East 91st Street, from South Jeffery Avenue to South Merrill Avenue] *South Merrill Avenue, from East 87th Street to East 93rd Street,* as "Lilly K. Rhodes Avenue".

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

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST CHICAGO AVENUE AS "REVEREND JAMES BASS DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 Chicago Avenue, from North Central Avenue to North Austin Avenue, as "Reverend James Bass Drive". This ordinance was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West Chicago Avenue, from North Central Avenue to North Austin Avenue, memorializing the street to "Reverend James Bass Drive".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF NORTH ROCKWELL STREET AS "ROBERT O. BUEHLER WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 North Rockwell Street, from the south side of West Irving Park Road to West Byron Street, as "Robert O. Buehler Way". This order was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate a portion of North Rockwell Street, from the south side of West Irving Park Road south to West Byron Street, memorializing the street to "Robert O. Buehler Way".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF EAST 57TH STREET AS "LORRAINE R. GREEN DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 East 57th Street, from the METRA train tracks to South Stony Island Avenue, as "Lorraine R. Green Drive". This order was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate East 57th Street, from the METRA train tracks to South Stony Island Avenue, memorializing the street to "Lorraine R. Green Drive".

AUTHORIZATION FOR INSTALLATION OF "PHILLIP A. LONTOC" HONORARY STREET SIGNS ON PORTION OF NORTH DAYTON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 11, 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 North Dayton Street, from West Montrose Avenue to West Junior Terrace, as "Phillip A. Lontoc". This order was referred to the committee on June 14, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of the Department of Transportation is authorized to take the necessary action for the installation of "Phillip A. Lontoc" honorary street signs on North Dayton Street, between West Montrose Avenue and West Junior Terrace.

COMMITTEE ON ZONING.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY CREATION OF SD-4 AND SD-5 NORTH SOUTHPORT SPECIAL DISTRICTS IN AREAS SHOWN ON MAP NUMBER 9-G AND BY ADDITION OF NEW SECTION 10A-1.4 SETTING FORTH PURPOSE AND REGULATIONS PERTAINING THERETO.

The Committee on Zoning submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 11, 1995, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of one application for the approval of an exception for property located at 2959 West 40th Street.

I beg leave to recommend the passage of four ordinances which were corrected and amended in their corrected form. They are Application Numbers 11529, 11538, A-3327 and 11483.

Also, please let the record reflect that I, Alderman William Banks, did not vote on Application Numbers A3368 a and b, under the provisions of Council Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of Application Numbers A-3330, A-3354, 11529, A-3347, 11542, A-3327, 11535, 11540 and 11483, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, North Southport is defined as the area of the City of Chicago bounded on the north by West Irving Park Road; on the east by North Clark Street; on the south by West Addison Street; and the west by North Ashland Avenue; and

WHEREAS, North Southport is a neighborhood of predominantly single-family, two-family, and three-family dwellings where larger multi-family buildings are an exception. The neighborhood is characterized by distinctive greystones along streets like Lakewood and Magnolia Avenues and generous lot sizes along Janssen and Greenview Avenues, north of Grace Street; and

WHEREAS, Special supplemental zoning requirements are needed to maintain the neighborhood's low density and the attractive scale of residential buildings and to reduce conflicts between new construction and existing development; and

WHEREAS, The Southport Neighbors Association and the Chicago Department of Planning and Development have inventoried a portion of North Southport to identify lot sizes, residential densities, building heights, building orientation, and yard sizes as the basis for supplemental zoning requirements for new construction; now, therefore,

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

SECTION 1. That the Chicago Zoning Ordinance be amended by creating a new SD-4 North Southport Special District in addition to the R4 General Residence District symbols and indications as shown on Map No. 9-G in the area bounded by:

the alley next south of and parallel to West Irving Park Road; the alley next west of and parallel to North Southport Avenue; the alley next

north of and parallel to West Byron Street; a line 60.25 feet west of and parallel to North Southport Avenue; West Byron Street; a line 50.25 feet west of and parallel to North Southport Avenue; the alley next south of and parallel to West Byron Street; a line 189.31 feet west of and parallel to North Southport Avenue; a line 156.1 feet north of and parallel to West Grace Street; North Southport Avenue; West Grace Street; the alley next west of and parallel to North Southport Avenue; West Addison Street; the alley next east of and parallel to North Ashland Avenue; West Grace Street; a line 122 feet east of and parallel to North Ashland Avenue; the alley next north of and parallel to West Grace Street; the alley next east of and parallel to North Ashland Avenue; the alley next south of and parallel to West Byron Street; the alley next east of and parallel to North Ashland Avenue; West Byron Street; a line 150 feet east of and parallel to North Ashland Avenue; the alley next north of and parallel to West Byron Street; and the alley next east of and parallel to North Ashland Avenue, to the point of beginning.

SECTION 2. That the Chicago Zoning Ordinance be amended by creating a new SD-5 North Southport Special District in addition to the R4 General Residence District symbols and indications as shown on Map No. 9-G in the area bounded by:

the alley next north of and parallel to West Byron Street; the alley next west of North Clark Street; West Byron Street; the alley next west of North Clark Street; the alley next north of and parallel to West Grace Street; North Lakewood Avenue; West Grace Street; the alley next west of North Clark Street; a line 164.15 feet south of and parallel to West Grace Street; North Racine Avenue; the alley next north of and parallel to West Waveland Avenue; the alley next west of North Clark Street; West Waveland Avenue; a line 200 feet east of and parallel to North Racine Avenue; the alley next west of North Clark Street; West Addison Street; a line 81.25 feet east of and parallel to North Southport Avenue; the alley next north of and parallel to West Addison Street; the alley next east of and parallel to North Southport Avenue; West Byron Street; and a line 100 feet east of and parallel to North Southport Avenue, to the point of beginning.

SECTION 3. That the Chicago Zoning Ordinance be amended in Article 10A-1 by adding the following language, in its entirety:

10A-1.4 North Southport Special Districts.

10A-1.4-1 Preamble.

SD-4 and SD-5 North Southport Special Districts are intended to conserve the existing low-density residential character of the North Southport neighborhood. The existing pattern of development is single-

family, two-family and three-family dwellings within two- and three-story structures. The SD-4 and SD-5 Districts seek to maintain the neighborhood's existing scale and density, by limiting construction of taller buildings. In addition, the District regulations seek to maintain the street-front orientation of existing homes by requiring this orientation for new construction and to preserve private open spaces by requiring slightly larger rear yards.

10A-1.4-2 Minimum Lot Area -- North Southport Special Districts.

In the North Southport Special Districts, there shall be provided not less than 1,200 square feet per dwelling unit.

10A-1.4-3 Height Limits -- North Southport Special Districts.

New residential construction shall not exceed 36 feet in height as measured by the vertical distance from curb level, or its equivalent, to the highest point of the roof deck in the case of a flat or mansard roof or to the top of the ceiling joists of the highest habitable room of a gable, hip, or gambrel roof. Where no curb level has been established, the height of a building may be measured from the mean elevation of the finished lot grade at the front of the building. Such measurements shall be taken at the center of the building. Chimney, heating and cooling equipment, parapets, or similar structures shall not be measured as part of the building height.

10A-1.4-4 Building Orientation -- North Southport Special Districts.

All new residential construction shall have a principal entrance or the design of a principal entrance oriented toward the public street. Such orientation or apparent orientation shall be evidenced by a principal doorway (excluding garage doors), front yard, or front porch. All parking shall be located and accessed off the alley except where the zoning lot lacks alley access or an exception or variance is granted.

10A-1.4-5 Minimum Rear Yard -- North Southport Special Districts.

A rear yard shall be a minimum of 30 percent of the lot depth, or 30 feet, whichever is greater. However, the following accessory structures may be permitted obstructions within required rear yards: parking spaces and parking garages, open terraces or patios no more than four feet above grade, accessory sheds and tool rooms, and other accessory structures as permitted by Section 5.7-5. Attached garages shall comply with the setback requirements.

10A-1.4-6 Underlying Zoning Requirements.

Except as provided by these Special Districts, all other regulations of the underlying R4 General Residence District shall apply. Any pre-existing non-conforming building, structure or use, shall have the rights and privileges authorized by Article 6 of the Chicago Zoning Ordinance.

10A-1.4-7 Exceptions.

In addition to the exceptions authorized by Section 11.7A-1, the Zoning Administrator is hereby authorized to consider and decide requests for exceptions from the requirements of the Special District in the following instances:

(1) To permit a reduction of up to 10% of the minimum lot size requirement.

(2) To permit an increase of up to 10% in the building height.

(3) To permit exceptions from the building orientation requirements for parcels lacking alley access or other circumstances demonstrating hardship conditions.

(4) To permit reductions in rear yard requirements consistent with Section 11.7A(3) of the Chicago Zoning Ordinance.

The Zoning Administrator shall make findings of fact that the granting of the exception will not be detrimental to the public welfare nor injurious to other property or improvements in the Special District.

10A-1.4-8 Variations.

In addition to the variations authorized by Section 11.7-4, the Zoning Board of Appeals is hereby authorized to consider and grant variations from the requirements of this Special District in the following instances:

(1) To permit a reduction of up to 10% of the minimum lot size requirement.

(2) To permit an increase of up to 10% in the building height.

(3) To permit exceptions from the building orientation requirements for parcels lacking alley access or other circumstances demonstrating hardship conditions.

(4) To permit reductions in rear yard requirements consistent with Section 11.7-4 of the Chicago Zoning Ordinance.

Variations shall be granted only in accordance with the standards set forth in Section 11.7-3.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

[Map of North Southport Special Conservation District associated with this ordinance printed on page 4861 of this Journal.]

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

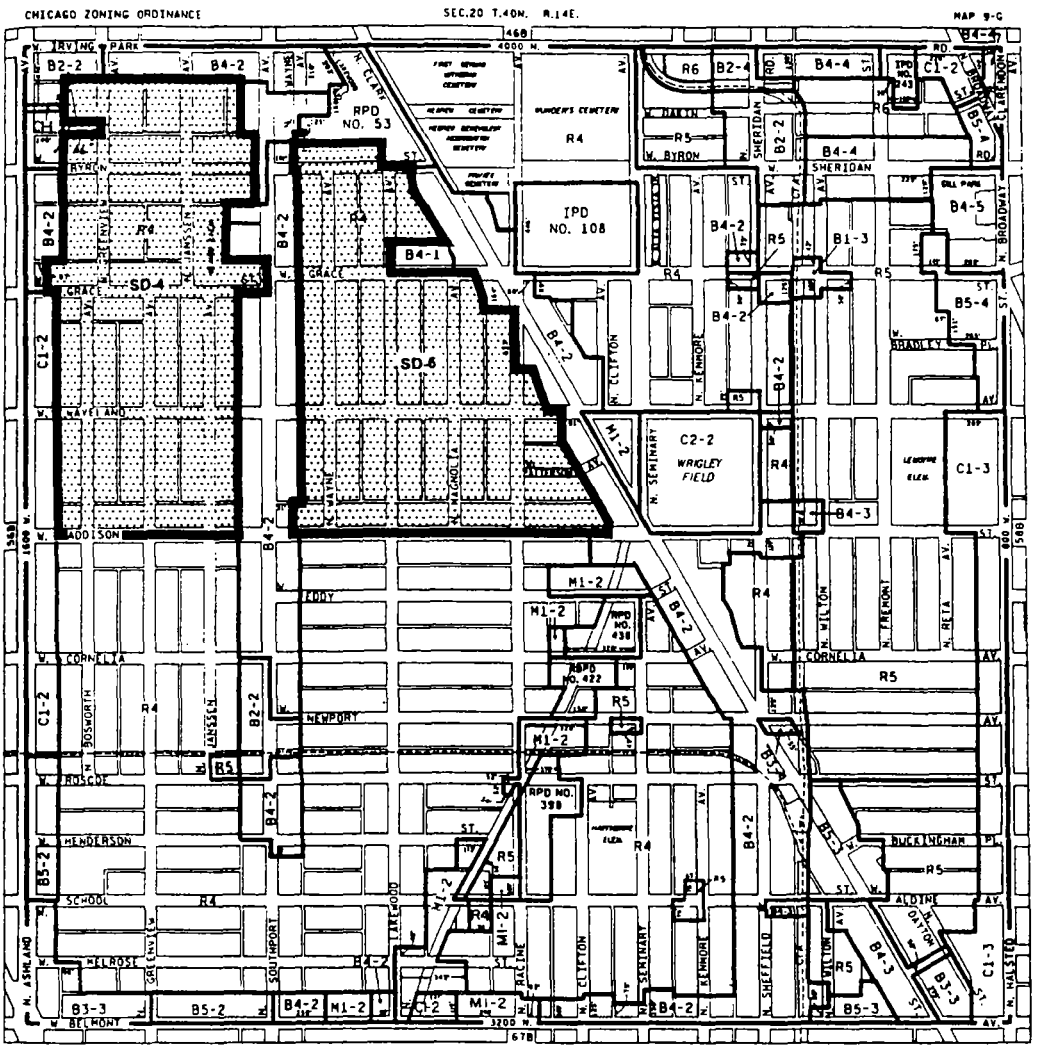
Reporting for your Committee on Zoning, for which a meeting was held on July 11, 1995, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of one application for the approval of an exception for property located at 2959 West 40th Street.

I beg leave to recommend the passage of four ordinances which were corrected and amended in their corrected form. They are Application Numbers 11529, 11538, A-3327 and 11483.

(Continued on page 4862)

North Southport Special Conservation District.



(Continued from page 4860)

Also, please let the record reflect that I, Alderman William Banks, did not vote on Application Numbers A3368 a and b, under the provisions of Council Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of Application Numbers A-3330, A-3354, 11529, A-3347, 11542, A-3327, 11535, 11540 and 11483, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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-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 C1-2 Restricted Commercial District symbols and indications as shown on Map No. 1-I in the area 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,

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 2-C.
(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 M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 2-C in the area 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,

to those of a B4-5 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-I.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 2-I in the area bounded by:

a line 280.67 feet north of West Roosevelt Road; the alley next east of and parallel to South Sacramento Avenue; a line 218.17 feet north of West Roosevelt Road; and South Sacramento Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown On Map Number 5-H.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

West St. Paul Avenue; North Winnebago Avenue; a line 105 feet southeast of West St. Paul Avenue; the public alley next southwest of and parallel to North Winnebago Avenue; West Wabansia Avenue; a line 393 feet east of and parallel to the public alley next east of and parallel to North Western Avenue; the public alley next north of and parallel to West Wabansia Avenue; and a line 77.19 feet west of the west line of North Winnebago Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown On Map Number 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-I in the area 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,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-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 B2-2 Restricted Retail District symbols and indications as shown on Map No. 9-J in the area 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,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 10-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 10-F in the area 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,

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-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 12-L in the area bounded by:

a line 77.16 feet north of and parallel to West 54th Street; a line 226 feet west of and parallel to South Lockwood Avenue; West 54th Street; and a line 251 feet west of and parallel to South Lockwood Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Action Deferred -- APPROVAL OF ZONING EXCEPTION FOR CHANGE OF LICENSEE AND CONTINUED OPERATION OF TAVERN AT 2959 WEST 40TH STREET.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 11, 1995, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of one application for the approval of an exception for property located at 2959 West 40th Street.

I beg leave to recommend the passage of four ordinances which were corrected and amended in their corrected form. They are Application Numbers 11529, 11538, A-3327 and 11483.

Also, please let the record reflect that I, Alderman William Banks, did not vote on Application Numbers A3368 a and b, under the provisions of Council Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and ordered published with the exception of Application Numbers A-3330, A-3354, 11529, A-3347, 11542, A-3327, 11535, 11540 and 11483, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, Chateau Liquor and Gormet Food, Inc., Maria Ramirez, President, Romon Ramirez, Vice President, as licensee, filed on November 24, 1994, an application for an exception pursuant to Article 11.7A-3 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern in a two-story building, in an R3 General Residence District, on the premises at 2959 West 40th Street; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered November 24, 1994 reads:

> "Application not approved. Requested certification does not conform with the applicable provisions of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, specifically, Articles 7.3-4 and 11.7A 1-1."

; and

WHEREAS, The district maps show that the premises is located in an R3 General Residence District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact: the said use is located in an R3 General Residence District; that the subject site is improved with a two-story building containing an existing tavern; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of license of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing tavern will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern in a two-story building, on premises at 2959 West 40th Street, and that all applicable ordinances of the City of Chicago shall be complied with before a license is issued; and

Be It Further Resolved, That the granting of this exception shall run only with the applicant, Chateau Liquor and Gormet Food, Inc., Maria Ramirez, President, Romon Ramirez, Vice President, and that a change of licensee shall terminate the exception granted herein; and

Be It Further Resolved, That the tavern in the subject building is, and shall continue to be, subject to all applicable provisions of Article 6 of the Chicago Zoning Ordinance.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 11, 1995, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of one application for the approval of an exception for property located at 2959 West 40th Street.

I beg leave to recommend the passage of four ordinances which were corrected and amended in their corrected form. They are Application Numbers 11529, 11538, A-3327 and 11483.

Also, please let the record reflect that I, Alderman William Banks, did not vote on Application Numbers A3368 a and b, under the provisions of Council Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of Application Numbers A-3330, A-3354, 11529, A-3347, 11542, A-3327, 11535, 11540 and 11483, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 1-G in the area bounded by:

> West Huron Street; a line 93.11 feet east of and parallel to North Carpenter Street; a line 179.66 feet south of and parallel to West Huron Street (or the public alley next south of and parallel to West Huron Street); and North Carpenter Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-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 R5 General Residence District and B4-2 Restricted Service District symbols and indications as shown on Map No. 1-G in the area bounded by:

> West Race Avenue; North Ogden Avenue; West Grant Avenue; and North Elizabeth Street,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R8 General Residence District symbols and indications as shown on Map No. 3-E in the area bounded by:

> a line 108.02 feet north of and parallel to East Delaware Place; a line 50 feet west of and parallel to North Mies van der Rohe Way; East Delaware Place; and a line 150 feet west of and parallel to North Mies van der Rohe Way,

to those of a B6-6 Restricted Central Business District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 4-E in the area bounded by:

> 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,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by:

> North Clybourn Avenue; West Concord Place; a line 321 feet east of North Sheffield Avenue; the alley next southwesterly of and parallel to North Clybourn Avenue; and North Sheffield Avenue,

to those of a B1-2 Local Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. Further, that the zoning be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by:

> the alley next southwesterly of and parallel to North Clybourn Avenue; a line 321 feet east of North Sheffield Avenue; West Concord Place; and North Sheffield Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial and B4-1 Restricted Service District symbols and indications as shown on Map No. 5-K in the area bounded by:

> West Fullerton Avenue; North Kedvale Avenue; the alley next south of and parallel to West Fullerton Avenue; and North Kilbourn Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 6-J in the area 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,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 7-H in the area 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,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-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 C2-1 General Commercial District symbols and indications as shown on Map No. 7-N in the area 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,

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 8-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-G in the area bounded by:

> West 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,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 8-H in the area 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,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 9-N in the area 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,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 11-G in the area 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,

to those of a B2-3 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 12-K in the area 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,

to those of an R2 Single-Family 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 254 feet north of and parallel to West 52nd Street; South Neenah Avenue; a line 189 feet north of and parallel to West 52nd Street; and the alley next west of South Neenah Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 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 R4 General Residence District symbols and indications as shown on Map No. 12-N in the area bounded by:

> a line 332 feet north of and parallel to West 54th Street; South Nagle Avenue; a line 281 feet north of and parallel to West 54th Street; and the alley next west of South Nagle Avenue,

to those of an R2 Single-Family 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 R3 General Residence District symbols and indications as shown on Map No. 13-H in the area 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,

to those of a B1-1 Local Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-M in the area bounded by:

> a line 121.96 feet south of and parallel to West 58th Street; South Meade Avenue; a line 181.96 feet south of and parallel to West 58th Street; and the alley next west of South Meade Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-M in the area bounded by:

> a line 30 feet north of West 61st Street; the alley next east of and parallel to South McVicker Avenue; West 61st Street; and South McVicker Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-M in the area bounded by:

> a line 63 feet south of West 61st Street; the alley next east of and parallel to South Meade Avenue; a line 123 feet south of West 61st Street; and South Meade Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-N in the area bounded by:

> a line 224 feet south of West Archer Avenue; South Nagle Avenue; a line 300 feet south of West Archer Avenue; and the alley next west of and parallel to South Nagle Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-N in the area bounded by:

> the alley next south of and parallel to West 55th Street; South Oak Park Avenue; a line 34 feet south of the alley next south of and parallel to West 55th Street; and the alley next west of and parallel to South Oak Park Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-N in the area bounded by:

> a line 60 feet south of West 56th Street; South Natoma Avenue; a line 118 feet south of West 56th Street; and a line 134 feet west of and parallel to South Natoma Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 14-N in the area bounded by:

> a line 365 feet north of West 56th Street; the alley next east of and parallel to South Natoma Avenue; a line 290 feet north of West 56th Street; and South Natoma Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 14-N in the area bounded by:

a line 59.05 feet south of and parallel to West 56th Street; the alley next east of and parallel to South Sayre Avenue; a line 118.10 feet south of West 56th Street; and South Sayre Avenue,

to those of an R2 Single-Family 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.

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON AVIATION.

COMMISSIONER OF DEPARTMENT OF AVIATION AUTHORIZED TO RESOLVE DISPUTE WITH GREAT LAKES TRADING, INC. REGARDING AMOUNTS DUE TO CITY UNDER CONCESSION LICENSE AGREEMENT.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Aviation, submitted the following report:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Joint Committee on Finance and Aviation, having had under consideration an ordinance authorizing the Commissioner of the Department of Aviation to take actions as are necessary to resolve a dispute between the City of Chicago and Great Lakes Trading, Inc. regarding amounts previously due, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) PATRICK J. LEVAR,
Committee on Aviation,
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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

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"), a duly constituted and existing home rule municipality pursuant to Article VII of the 1970 Constitution of

the State of Illinois, owns and operates Chicago O'Hare International Airport (the "Airport"), and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The City entered into a Concession License Agreement (the "Agreement") with Great Lakes Trading, Incorporated which is now known as CBR, Inc., doing business as Great Lakes Trading (the "Licensee") authorized by the City Council on July 15, 1987 (Council Journal of Proceedings, pages 2221 -- 2242); and

WHEREAS, The Commissioner of the Department of Aviation (the "Commissioner") and the Licensee had a dispute regarding amounts previously due to the City under the Agreement; and

WHEREAS, The Commissioner and the Licensee have reached an agreement regarding the dispute; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The Commissioner is hereby authorized to take such actions as are necessary to accept Two Hundred Eighty-eight Thousand Eight Hundred Nine and 63/100 Dollars ($288,809.63) from the Licensee as settlement of the disputed amount of Three Hundred Forty-two Thousand Four Hundred Fifty and 29/100 Dollars ($342,450.29).

SECTION 3. This ordinance shall take effect upon passage and approval.

Action Deferred -- AUTHORIZATION FOR LEASE EXTENSION AND AGREEMENT WITH HOST INTERNATIONAL, INC. FOR FOOD AND BEVERAGE SERVICES AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

Your Joint Committee on Finance and Aviation submitted the following report which was, on motion of Alderman Steele and Alderman Shaw, *Deferred* and ordered published:

CHICAGO, July 13, 1995.

To the President and Members of the City Council:

Your Joint Committee on Finance and Aviation, having had under consideration an ordinance authorizing extending the lease of Host International, Inc. at the O'Hare International Airport, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) PATRICK J. LEVAR,
Committee on Aviation,
Chairman.

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

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), having a population in excess of 25,000, and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"), and possesses the power and authority to grant a lease for the use of premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, Host International, Inc. ("Host/Marriott") has been providing food and beverage services at the Airport under the lease and agreement dated as of August 1, 1961, authorized by the City Council July 28, 1961 (Council Journal of Proceedings, pages 5379 -- 5394), as amended on March 6, 1981; and

WHEREAS, The City hereby determines that continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago; and

WHEREAS, On the basis of the desire of the City to provide uninterrupted food and beverage service at the Airport on an interim basis (until the Department of Aviation completes its comprehensive long-term concession management plan), the City is willing to grant a lease extension for the period from August 1, 1994 through April 30, 1996 (with options to (i) terminate in whole or in part six (6) months early and (ii) renew for one six (6) month period) for the use of the premises to Host/Marriott and grant rights and privileges with respect to the premises, upon the terms and conditions of the Lease Extension and Agreement authorized herein; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The Mayor or his proxy is hereby authorized to enter into and execute, subject to the recommendation of the Commissioner of the Department of Aviation (the "Commissioner") and the Comptroller of the City and the approval of the Corporation Counsel as to form and legality, an Agreement with Host/Marriott (the "Agreement") in substantially the form attached hereto as Exhibit A.

SECTION 3. The Commissioner is authorized to take such actions, including the promulgation of standards, rules and regulations, for the use of the premises, as may be reasonably necessary to implement this ordinance.

SECTION 4. 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 in full force and effect from and after the date of its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Lease Extension And Agreement

Between

City Of Chicago, A Municipal Corporation Of Illinois (Through Its Department Of Aviation), Lessor

And

Host International, Inc., A Delaware Corporation, Lessee.

This Lease Extension And Agreement is made this _____ day of _____, 1995, by and between the City of Chicago, a municipal corporation and home rule unit of local government under the constitution of the State of Illinois, acting through its Department of Aviation (hereinafter called "Lessor"), and Host International, Inc., a Delaware corporation authorized to do business in the State of Illinois (hereinafter called "Lessee").

Recitals.

Whereas, Lessor owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"), and possesses the power and authority to grant a lease for the use of premises and facilities and to grant other rights and privileges with respect thereto; and

Whereas, Lessor desires to enter into a lease and agreement with an entity for the lease and use of certain space at the Airport (the "Demised Premises") for the purpose of providing food and beverage services to the Airport; and

Whereas, Lessor had determined that continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago; and

Whereas, Lessor and Lessee have heretofore entered into a lease and agreement under date of August 1, 1961, authorized by the City Council July 28, 1961 (Council Journal of Proceedings, pages 5379 -- 5394), as amended on March 6, 1981 (the "1961 Lease"), in and by which Lessor among other provisions, granted to Lessee certain privileges on premises to be occupied and used for such food and beverage services at the Airport; and

Whereas, On the basis of the desire of Lessor to provide uninterrupted food and beverage service at the Airport, Lessor is willing to grant a lease extension for the period from August 1, 1994 through April 30, 1996 for the use of the premises to Lessee and grant rights and privileges with respect to the premises, upon the terms and conditions of this Lease Extension and Agreement; and

Whereas, Lessee represents that it is ready, willing and able to comply with the terms of this Lease;

Now, Therefore, In consideration of the mutual promises contained in this Lease, Lessor and Lessee agree that the above recitals are hereby incorporated by reference as if fully set forth herein and agree as follows:

Witnesseth That:

1. Demise. Lessor, for and in consideration of the covenants and agreements hereinafter contained, does hereby demise and lease to Lessee the space and areas hereinafter referred to as "demised premises" in the buildings referred to in Section 2 hereof at the Chicago O'Hare International Airport (hereinafter sometimes called "O'Hare Airport"), for the rent and upon the terms herein set forth.

2. Demised Premises; License of Delivery and Storage Areas. (a) Initial demised premises. The demised premises consists of all the present space and areas currently occupied and used by Lessee for restaurant operations, as hereinafter defined, including but not limited to the area shown on (Sub)Exhibit A hereto. Should the Lessor require any of Lessee's demised premises for airport development purposes during the term of this Lease Extension and Agreement, Lessor shall so notify Lessee in writing six (6) months in advance and shall provide substitute equal and comparable space at Lessor's expense.

(b) Common delivery and storage areas. Subject to the provisions of this Lease and the reasonable conditions the Commissioner of Aviation shall impose from time to time, Lessor does hereby grant to Lessee a license for the use of certain areas in the Airport, as designated from time to time by the Commissioner, solely for Lessee's delivery and storage needs related to the obligations of Lessee under this Lease.

3. Term. (a) Initial term; option. The term of this Lease Extension and Agreement shall be for the period from August 1, 1994 through April 30, 1996, with an option to extend the term for one six (6) month period, at the option of the Commissioner of Aviation by notice given prior to the expiration of the term.

(b) Holdover. In the event Lessee shall, with the consent of the Commissioner of Aviation, hold over and remain in possession of the demised premises after the expiration of the term of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create an occupancy from month-to-month on the same terms, conditions and covenants, including consideration, herein contained. In the event Lessee shall hold over without the consent of the Commissioner, Lessee shall indemnify Lessor against all damages arising out of such retention of occupancy.

4. Use. (a) Permitted Uses. The demised premises shall be occupied and used by Lessee in the locations and to the extent and manner contemplated by the (Sub)Exhibits attached to this Lease for Restaurant Operations as hereinafter defined and for such other purposes as hereinafter or hereafter may be authorized, from time to time in writing by the Commissioner of Aviation, but for no other purposes.

(b) "Restaurant Operations" defined. The term "Restaurant Operations" as used in this Lease Extension and Agreement shall mean and shall be limited to:

(1) the operation of restaurants or dining rooms for the service of food and alcoholic beverages;

(2) the operation of snack bars to serve sandwiches, hamburgers, coffee, milk, soft drinks and other items customarily sold in snack bars;

(3) the operation of cocktail lounges or fast bars for the sale and consumption of alcoholic beverages, soft drinks and food (wherever used in this Lease "fast bar" means a bar designed for quick service of alcoholic beverages, soft drinks and food);

(4) the sale of tobacco products, miscellaneous sundry food items and packaged alcoholic beverages for consumption off of the premises;

(5) the sale of boxed meals;

(6) the sale of any and all items customarily sold at retail in restaurants.

(c) Lawful Use. Lessee agrees that in its use of the demised premises Lessee will comply with all present and future valid laws, ordinances and regulations of the Federal Government, State of Illinois, County of Cook, City of Chicago and agencies thereof relating to the occupancy or use of the demised premises (including but not limited to those relating to safety and fire prevention) and that it will not use the demised premises or allow them to be used for any illegal, unsafe or immoral purposes.

5. Rent. Lessee, in consideration of the leasing of the demised premises and the performance by Lessor of the covenants and agreement herein provided to be performed by it, hereby covenants and agrees to pay rent to Lessor at the office of the City Comptroller of the City of Chicago in accordance with the following provisions:

(a) Fixed Rent. For the period from August 1, 1994 through October 31, 1994, Lessee shall pay to Lessor the following Fixed Rent:

(1) for August, $1,116,666.67;

(2) for September, $1,116,666.67; and

(3) for October, $1,116,666.67.

(b) Percentage Rent. For the period from November 1, 1994 through the end of the term of this Lease Extension and Agreement Lessee shall pay to Lessor a sum of money (hereinafter called "Percentage Rent") equal to eighteen percent (18%) of Lessee's and its Sublessees' Gross Receipts from Sales during each calendar year or fractional calendar year.

For any fractional calendar year after November 1, 1994 during the term Lessee shall pay to Lessor a Percentage Rent computed as above provided upon Gross Receipts from Sales during such fractional calendar year.

(c) Rent When Premises Untenantable. Lessee shall not be obligated to operate the demised premises during any time when all of the demised premises shall be untenantable through no fault or negligence of Lessee, its employees and agents. In the event the demised premises are partially untenantable through no fault or negligence of Lessee, its employees and agents the Lessee shall not be obligated to operate such part of the demised premises.

(d) Gross Receipts. The term "Gross Receipts from Sales" shall mean the sales price of all food, miscellaneous sundry food items, non-alcoholic and alcoholic beverages, tobacco, tobacco products, and other commercial items sold, and the charges made for all services performed for which a charge is made, by Lessee, or its Sublessees in or upon any part of the demised premises, including sales, if any, by vending machines owned, controlled or operated by Lessee or its Sublessees and located within the Airport on or off the demised premises, whether for cash or on credit (whether collected or not). There shall be excluded or deducted, as the case may be from "Gross Receipts from Sales" the following:

(1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales, privilege or retailer's occupation taxes now or hereafter imposed and collected by

Lessee or its Sublessees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; (but this provision shall not excuse Lessee or its Sublessees from paying to governmental agencies all taxes for which it may be liable to them);

(2) receipts from the sale of grease or other scrap material resulting from the operation of Lessee's business conducted from or at the demised premises;

(3) receipts from the sale or trade in value of any equipment used on the demised premises and owned by Lessee;

(4) payments made to Lessee by Sublessees for the right to sublease; (but this provision shall not relieve Lessee from its full obligation to pay to Lessor the agreed Percentage Rent on all Gross Receipts from Sales of Sublessees);

(5) Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers;

(6) The cost or value of free meals given to persons for public relations reasons, or to employees of Lessee, employed at or serving the demised premises. No free meals will be furnished for public relations reasons, however, except in the manner and in keeping with the customs and practices of first-class and properly run restaurants. Whenever free meals are furnished for public relations reasons Lessee agrees to and will supply a full accounting thereof to the Lessor at the time each monthly report is made. In the event Lessor shall give notice to Lessee, within twenty (20) days after receipt of such accounting, the the Lessor considers the Lessee to have rendered improper or an excessive amount of free meals for public relations reasons, then and in that event, Lessee agrees to abide by the judgment of the Lessor to the end that such portion of the free meals for public relations reasons which the Lessor considers to be improper or excessive will be determined and added to the Gross Receipts from Sales of the Lessee and for which payment will be due to the Lessor under the appropriate provisions hereof;

(7) The amount of any cash or quantity discounts received from sellers, suppliers or manufacturers;

(8) The amount of any tips paid or given by patrons or customers to employees of Lessee.

(e) Rent Payments. The Percentage Rent required to be paid hereunder shall be paid monthly and shall be due and payable on the fifteenth (15th) day of the calendar month succeeding the month for which such rental

installment is applicable. The payment of Rent hereunder is independent of each and every other covenant and agreement contained in this Lease.

(f) Monthly Periods. In computing the Percentage Rent to be paid by Lessee, the monthly period shall be coextensive with the calendar month. In determining the Percentage Rent to be paid monthly by Lessee the amount thereof shall be computed on the basis of Gross Receipts from Sales accumulated from the next preceding January 1st, or in the case of the first fractional calendar year, November 1, 1994. The last monthly period, however shall commence on the first (1st) day of the last calendar month of the term and shall end on the last day of such term.

(g) License Fees. In addition to the rents above specified, Lessee shall obtain all permits and licenses required by any and all laws of any federal, state or other governmental agency and the ordinances of the City of Chicago and pay all fees therefor.

6. Books, Records and Audits. (a) Books and Records. Lessee agrees to keep full, accurate books and records in accordance with generally accepted accounting principles concerning all Gross Receipts from Sales as herein defined and to keep and preserve in the City of Chicago or at Lessee's corporate headquarters for a period of three (3) years following the end of each lease year full, complete and true records thereof. All books and records maintained by Lessee relating to Gross Receipts from Sales shall be available at all reasonable hours to the inspection of Lessor and its agents. The books and records to be kept by Lessee shall include, without limitation, true copies of all federal, state and local tax returns and reports, records of inventories and receipts of merchandise, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the premises by Lessee and any other persons conducting business in or from the premises. Pertinent original sales records shall include, without limitation: (i) cash register tapes, including tapes from temporary registers, (ii) serially pre-numbered sales slips, (iii) the original records of all mail and telephone orders at and to the premises, (iv) settlement report sheets of transactions with sublessees, (v) original records indicating that merchandise returned by customers was purchased at the premises by such customers, (vi) detailed original records of any exclusions or deductions from Gross Receipts from Sales, (vii) sales tax records, (viii) monthly bank statements, (ix) rental statements originated from Lessee, (x) Lessee's Weekly Distribution Summaries of Gross Receipts from Sales, and (xi) such other records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Lessee's sales. Lessee shall, or shall cause each sublessee to, record at the time of each sale or other transaction, in the presence of the customer, all receipts from such sale or other transaction, whether for cash, credit or otherwise, in a cash register or cash registers having a cumulative total which shall be non-resettable.

The acceptance by the Commissioner of payments of Rent shall be without prejudice to the Commissioner's right to an examination of Lessee's and sublessee's books and records of Gross Receipts from Sales and inventories of merchandise at the premises, in order to verify the amount of Gross Receipts from Sales made in and from the premises. Lessee shall require all of its sublessees and any other persons doing business in or from the premises to comply with the provisions of this Section 6.

(b) Reports. On or before the fifteenth (15th) day of each calendar month of the term, Lessee shall deliver to the City Comptroller and to the Commissioner of Aviation of the City of Chicago a statement in writing, certified by an officer of the Lessee to be correct, showing Gross Receipts from Sales during the preceding month. On or before the ninetieth (90th) day after the end of each lease year and within forty-five (45) days after the expiration or termination of this Lease, Lessee shall deliver to the City Comptroller and to the Commissioner of Aviation a certified statement prepared by Lessee's independent certified public accountants, showing Gross Receipts from Sales for the preceding lease year. Said annual statement shall include a breakdown of Gross Receipts from Sales and an opinion of an independent certified public accountant which shall include the following language, or language of similar purport:

"We, a firm of independent certified public accounts, have examined the accompanying statement reported to the City of Chicago of Host International, Inc., for the year ended _____ relating to its operations at O'Hare International Airport pursuant to a Lease dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of _____ Dollars presents accurately and fairly the amount of Gross Receipts from Sales, as defined in the Lease, for the year ended _____."

All such reports and statements shall be prepared on a form approved by the Commissioner and shall, among other things, provide a breakdown of the Gross Receipts from Sales by category of merchandise or type of service rendered and by location and an analysis of the Percentage Rent due and payable to Lessor with respect to the period in question; provided, however, that the audited annual statement is not required to provide a breakdown of the Gross Receipts from Sales by location. Lessee shall require all of its sublessees and any other persons doing business in or from the premises to furnish similar statements. Lessee shall also provide the Commissioner with such other financial or statistical reports and

information concerning the premises, including a rent roll, in such form as may be required from time to time by the Commissioner.

(c) Finality of Reports. Unless notice of dissatisfaction shall be served by Lessor on Lessee within three (3) years after the receipt of any statement submitted by Lessee as herein provided, such statement shall be deemed final and binding upon the parties.

(d) Lessor's Right to Audit. In the event Lessee or any sublessee shall fail to timely furnish to the Commissioner any monthly or annual statement required under this Lease or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner shall have the right (but shall not be obligated) without notice, to conduct an audit of Lessee's books and records and to prepare such statements at Lessee's expense. Moreover, in the event Lessee or any sublessee fails to timely furnish any monthly or annual statement or fails to make available its books and records, the Commissioner shall have the right to estimate the Gross Receipts from Sales from the premises.

After providing Lessee or sublessee, as the case may be, at least twenty-four (24) hours prior verbal notice, the Commissioner may inspect the books and records of Lessee and any such sublessee. Further, at its option, the Commissioner may at any reasonable time, upon not less than ten (10) days prior written notice to Lessee or any sublessee, as the case may be, cause a complete audit to be made of Lessee's or sublessee's entire records relating to the premises for the period covered by any statement issued by Lessee. If such audit shall disclose that Lessee's statement of Gross Receipts from Sales is understated to the extent of three percent (3%) or more, Lessee shall promptly pay to Lessor the cost of said audit in addition to the deficiency (and interest thereon at the rate of eight percent (8%) of per annum) which deficiency shall be payable in any event. In addition to the foregoing, and in addition to all other remedies available to Lessor, in the event that Lessee or Lessor's auditor shall schedule a date for an audit of Lessee's records and Lessee shall fail to be available or otherwise fail to comply with the reasonable requirements for such audit, Lessee shall pay all reasonable costs and expenses associated with the scheduled audit.

(e) Computerized Record Keeping and Monthly Sales Report Transmission. Notwithstanding the provisions of Section 6(a) and Section 6(b), Lessor agrees that it will not unreasonably refuse to allow Lessee to transmit its monthly (but not annual) sales reports electronically, and to maintain its books and records in computerized form, provided that:

(1) Reports of Gross Receipts from Sales. As to reports of Gross Receipts from Sales (i) monthly reports are transmitted by disc or modem transmission to Lessor's data center, in either case in a manner compatible with Lessor's computer system and approved in writing by Lessor, and (ii) print copies of such sales reports are furnished to Lessor within thirty (30) days after request (which request may be made at any

time within one (1) year after the electronic reports are furnished by Lessee to Lessor); and

(2) Books and Records. As to books and records (i) Lessee's computerized books and records provide the same level of information as the print books and records described above, are retained for the full three-year record retention period provided for herein, and are made accessible for Lessor's inspection on request, and (ii) print copies of any of such books and records are made available to Lessor's agents who are engaged in inspecting Lessee's books and records, as provided herein, promptly upon request.

Consent by Lessor to either electronic transmission of Gross Receipts from Sales reports or computerized record keepin, once given, may be revoked by Lessor on not less than thirty (30) days' prior written notice to Lessee if Lessee fails to comply with the foregoing requirements.

(f) Material Underpayment or Late Payment. Without waiving any other remedies available to Lessor, if: (i) Lessee made underpayments in any calendar year which exceeded five percent (5%) of the amount due in said year, or (ii) the Lessee fails to make any payments within ten (10) days of the date due, the Lessee shall pay, in addition to the amount due the Lessor, interest on the amount of underpayment or late payment at the rate of eight percent (8%) per annum. Interest on the entire sum originally due shall accrue from the date on which the original payment was due until paid in full. The provision for said payment of interest shall not constitute an authorization by Lessor of said underpayments or late payments.

7. Ownership. Lessor is the sole owner of the demised premises and the permanent and leasehold improvements therein, including, without limitation, built-in freezer and refrigeration rooms, sinks, counters and bars.

(b) Permanent and Leasehold Improvements. Any future permanent and leasehold improvements made to the demised premises shall become the sole property of the Lessor progressively as built.

8. Fixtures and Decoration. Lessee shall, at its expense, furnish the equipment and fixtures and all personal property necessary or convenient for the operation of restaurants, bars, and the other businesses to be conducted by Lessee from or at the demised premises. Equipment, fixtures and personal property to be furnished by Lessee shall include but not be limited to: stoves, refrigerators, freezers, dish washers, cooking utensils, silverware, linens, dishes, dining room tables, chairs, coffee makers, meat slicers, cream dispensers, toasters, deep fryers, coffee warmers, malted milk machines, roll warmers, store room equipment, scales, office equipment, draperies, carpets, and other interior furnishings.

Lessee shall not suffer or permit any mechanic's liens to be filed against the demised premises or the leasehold estate hereby created, or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee or any Sublessee or suffer or permit any other lien to attach to the demised premises or any part thereof or the leasehold estate hereby created.

The Lessee shall have the right at any time and from time to time during the term of this Lease to remove any fixtures, equipment or personal property it may erect or install or use in the demised premises pursuant to this Section 8 subject, however, to any valid lien which Lessor may have thereon; and provided, that upon removal of any fixtures, equipment or other personal property, the Lessee shall restore the premises to a condition satisfactory to the Commissioner of Aviation and provided further, the Lessee shall at all times at its expense maintain adequate and first-class fixtures and equipment and other personal property installed and in operation in the demised premises to fully service the needs of the traveling public and to comply with all the other provisions of this Lease.

9. Possession. Subject to the terms and conditions of this Lease, the demised premises are now and shall remain in the exclusive possession of Lessee.

10. Opening for Business. Lessee has commenced its restaurant operations in the demised premises.

11. Sale of Food and Beverages. (a) Restaurant Operations. Lessor hereby confers upon the Lessee the non-exclusive right to sell from the demised premises all of the food and alcoholic and non-alcoholic beverages hereinbefore specified in Section 4 of this Lease Extension and Agreement.

The foregoing covenants of this Section 11 are subject to the following exceptions and limitations:

(i) The provisions of Section 32 of this Lease concerning subordination and compliance.

(ii) The provisions of Section 11(b) concerning vending machines to the extent hereinafter set forth.

(iii) Nothing in this Lease Extension and Agreement shall be construed as conferring any exclusive rights to Lessee, other than the exclusive right to use the demised premises as described in Section 11(c).

(b) Vending Machines. Lessor and Lessee acknowledge that during the term of this Lease Extension and Agreement Lessor reserves the right to operate, or grant to any person other than Lessee the right to operate vending machines in any area outside the demised premises in its sole discretion for any purpose.

Lessee shall not have the right to operate any vending machines whatsoever, whether food or otherwise, within the demised premises or elsewhere at O'Hare Airport; provided, however, Lessee agrees that it will furnish and operate vending machines for food only in any and all locations and in such numbers as the Commissioner of Aviation may designate in writing from time to time during the term of this Lease.

(c) Exclusive Possession. Lessor agrees that Lessee, performing its obligations hereunder, shall to the extent provided under this Lease be entitled to and shall have the exclusive possession and enjoyment of the premises, but solely for the purpose of carrying out the operations permitted under this Lease, to the extent of and subject to the provisions of this Lease.

12. Services to be Offered by Lessee. (a) Hours of Service. Subject to the provisions of this Section 12, Lessee agrees to keep open to the public and operate at all times during the term of this Lease restaurant operations in each of the facilities shown on the attached exhibits and any additional restaurant operations authorized by the Commissioner of Aviation under this Lease. Lessee shall provide reasonable and adequate service of food and non-alcoholic beverages, during twenty-four (24) hours each day and during the hours from time to time permitted by law shall provide reasonable and adequate service of alcoholic beverages. In addition, Lessee shall comply with the performance standards set forth in (Sub)Exhibit B hereto. Notwithstanding anything to the contrary which may be contained in this section, Lessee agrees to keep open at all times during the term of this Lease on a twenty-four (24) hour-a-day basis the coffee shop on the upper level of Building No. 6. Lessee agrees that the restaurant operations shall be open and operated during such number of hours and on such days of the week as may be specified from time to time in writing by the Commissioner of Aviation in his sole discretion in order to fully and completely satisfy the requirements and convenience of the public. Lessee shall be excused from operating in the demised premises at any time during the term of this Lease when Lessee is so prevented by strikes, fires, labor troubles, needed repairs, the default of Lessor, inability to procure food, or other causes beyond the reasonable control of Lessee.

(b) Prices. (1) The prices to be charged by Lessee from time to time for food, beverages, including alcoholic beverages, tobacco and tobacco products, miscellaneous sundry food items and merchandise shall be fixed solely by Lessee, provided, however, such prices and quality of service may vary in the various facilities to be operated by Lessee but in each case the

prices shall be reasonable and quality of service shall be commensurate with the quality of services furnished in first-class major airports in the United States.

13. Public Access to Facilities. Lessor and Lessee each covenants and agrees that at all times the public shall have easy, convenient, and unobstructed access to the demised premises and the use of all facilities of Lessee provided for by this Lease Extension and Agreement.

14. Display of Merchandise. Lessee shall have the right to display merchandise and to install display advertising in the demised premises subject to the approval from time to time of the Commissioner of Aviation.

15. Utility Services. At all times during the term of this Lease Extension and Agreement, Lessor shall furnish in and to the demised premises, at no cost to Lessee, heat, ventilation and air conditioning at levels comparable to those provided during 1994 in the demised premises. Any supplemental heating, ventilation and air conditioning as may be required by Lessee shall be the responsibility and expense of Lessee.

Lessee shall pay for all energy in the form of hot water and for water which it may use and pay Lessor therefor at the same rates charged by Lessor to other comparable tenants at the Airport. All bills for utility services furnished to Lessee by Lessor, if any, shall be paid promptly by Lessee. Lessee also agrees to pay when due all bills for utility services furnished directly to Lessee by utility companies and used by Lessee for Lessee's purposes on or about the demised premises. The obligation of Lessor to furnish utility service, which Lessor may from time to time have agreed to furnish to Lessee, shall be excused during any period when Lessor shall be prevented from furnishing such service by strikes, fires, labor troubles, accidents, inability to procure fuel or other cause beyond the reasonable control of Lessor and while Lessor shall in good faith be in the process of making necessary repairs to apparatus or equipment necessary for the furnishing of such service. Lessor shall not be liable to Lessee in damages or for abatement of rent (except insofar as Percentage Rent may be affected) on account of the failure to supply utility services so long as Lessor shall promptly and in good faith commence and proceed with the restoration of such services. If during the term of this Lease Extension and Agreement the Lessor shall establish fees or charges for the use of the airport sewage system, such fees or charges shall be acceptable to the Lessee at the same rates or charges established for other comparable airport users.

Lessee agrees that it shall not assert against Lessor, its officers, officials, agents and employees, any claim, suit or request for reimbursement for damages arising out of or in any way relating to Lessor's provision of utility service under the 1961 Lease or under this Lease, including without limitation, heat, ventilation, air conditioning, energy, water and sewage.

16. Maintenance. (a) By Lessor. Lessor shall at all times maintain in good order and repair all central heating, ventilating and air conditioning equipment, pipes and conduits, both inside and outside the demised premises. Lessor shall at all times maintain in good order and repair all trunk sewers in so far as such sewers are outside of the demised premises to the points of entry into the demised premises.

(b) By Lessee. The Lessee agrees to provide the necessary management and labor, and continuously maintain the demised premises, including all operating equipment, utility services and connections on the demised premises, janitorial and custodian services, trash and garbage removal services and any and all other related services necessary to maintain the demised premises in good, safe, sanitary condition and repair throughout the term of this Lease Extension and Agreement, ordinary wear and tear excepted. Lessee shall be responsible for painting and decorating the interior of the demised premises and maintaining its equipment and fixtures, furnishings and other property in good condition and repair. In the event that said premises and all of said property shall not be kept by Lessee as herein required, Lessor may enter said premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of the demised premises by Lessee) and may cure the default of Lessee. Should such event occur, Lessee agrees to pay Lessor in addition to the rent hereby reserved all reasonable costs and expenses incurred by Lessor in curing such default. Such maintenance shall be at the Lessee's sole expense and will be subject to general inspection by the Lessor to insure a continuing quality of maintenance and appearance and physical condition of the demised premises commensurate with maintenance, health, and safety standards established by the Lessor for airport tenants.

17. Repairs. (a) By Lessor. Lessor, at Lessor's expense, shall make all exterior and structural repairs (not made necessary by the fault of Lessee) to the demised premises, all central heating, ventilating and air conditioning equipment serving the demised premises and the building of which such premises are a part and in addition the necessary repairs to all wires, pipes, conduits and other equipment or facilities for supplying heat, light, power, hot and cold water services to the premises all drainage and waste pipes or facilities leading from the premises, and those portions of all utility lines supplying said premises which are located outside premises unless such utility lines are maintained or repaired by utility companies. The provisions of this paragraph shall be complied with by Lessor when necessary from time to time, but Lessor shall not be liable to Lessee for damages or for abatement in rent on account of Lessor's failure to perform the work required of Lessor hereunder unless and until Lessee shall have notified Lessor (such notice to be confirmed in writing) of the necessity of the performance of such work, and Lessor shall have had a reasonable time to so perform.

(b) By Lessee. Lessee shall keep all equipment and fixtures, furnishings and other property installed by it in good condition and repair, ordinary wear and tear excepted.

18. Alterations. Lessee shall have the right to make such alterations to the demised premises as Lessee shall elect, provided that Lessee shall not make structural alterations without the prior written consent of the Commissioner of Aviation, and provided further that all alterations to the demised premises as Lessee shall elect to make shall be in conformity with the general architectural criteria established by the Lessor for the said airport and shall be in keeping with the design criteria of the buildings in which such alterations may be made.

19. Insurance. The Lessee shall procure and maintain at all times, at Lessee's own expense, during the term of this Lease, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Lease:

The kinds and amounts of insurance required are as follows:

(a) Workers' Compensation and Occupational Disease Insurance. Workers' Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this Lease. Employer's liability coverage with limits of not less than $100,000 each accident or illness shall be included.

(b) Commercial Liability Insurance (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Premises/operations, products/completed operations, independent contractors, contractual liability and broad form property damage coverages are to be included. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising from this work.

(c) Automobile Liability Insurance. When any motor vehicles (non-owned and hired) are used in connection with work to be performed, Lessee shall provide Automobile Liability Insurance with limits of not less than $2,000,000 per an additional insured on a primary, noncontributory basis.

(d) Dram Shop. When any alcoholic beverage is served at the premises, Lessee shall supply Dram Shop Insurance with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence, combined single limit, or such higher limits as may be required by law. The City of Chicago is to be named as

an additional insured on a primary, noncontributory basis. (No alcoholic beverages may be served unless all required permits have been obtained).

(e) All Risk Property Insurance. Lessee shall maintain all risk property insurance coverage for the demised premises, leased space, and improvements and betterments, and Lessee's material, equipment, fixtures and contents in the amount of the full replacement cost thereof. Lessee shall be responsible for any loss or damage to any personal property of Lessee incurred during the term of this Lease. The City of Chicago is to be named as an additional insured and loss payee with respect to the insurance covering the improvements and betterments.

(f) General. (i) Lessee will furnish the City of Chicago, Department of Purchases, Contracts and Supplies, Aviation Unit, AMF-O'Hare, CFO-Building F, P.O. Box 66551, Chicago, Illinois 60666, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease. Lessee shall submit evidence of insurance on the ACORD Certificate of Insurance prior to execution hereof. The failure of the Lessor to obtain such evidence from Lessee before permitting Lessee to commence work shall not be deemed to be a waiver by Lessor, and Lessee shall remain under continuing obligation to maintain the insurance coverage.

(ii) The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of this Lease is satisfactorily completed. Failure to carry or keep such insurance in force may constitute a violation of this Lease, and Lessor maintains the right to stop work until proper evidence of insurance is provided.

(iii) The insurance shall provide for sixty (60) days prior written notice to be given to Lessor in the event coverage is substantially changed, canceled or non-renewed during the term of this Lease.

(iv) The Lessee shall require all sublessees and subcontractors to carry the insurance required herein, or Lessee may provide the coverage for any or all sublessees and subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

(v) Any and all deductibles on referenced insurance coverages shall be borne by Lessee and its sublessees and contractors.

(vi) Lessee expressly understands and agrees that any insurance coverages and limits furnished by Lessee shall in no way limit Lessee's liabilities and responsibilities specified within this Lease or by law. Lessee shall advise all insurers of the Lease provisions regarding insurance. Failure of Lessee to notify insurers shall not relieve Lessee from its obligations under this Lease.

(vii) Lessee expressly understands and agrees that any insurance or self-insurance programs maintained by Lessor shall apply in excess of and not contribute with insurance provided by Lessee under this Lease. Lessee's insurance shall contain cross liability and apply separately to Lessor.

(viii) If Lessee, or its sublessees or subcontractors desire additional coverage, higher limits or liability, or other modifications for its own protection, Lessee and its sublessees or subcontractors, shall be responsible for the acquisition and cost of such additional protection.

(ix) Lessor maintains the right to modify, delete, alter or change the requirements of this section, with Lessee's approval, which shall not be unreasonably withheld.

20. Fire or Other Casualty; Eminent Domain. (a) Fire or Other Casualty. In the event the demised premises or the building of which the demised premises are a part shall be damaged or destroyed by fire or other casualty, Lessor shall not be obligated to repair or rebuild same nor to repair or rebuild any fixtures, equipment and other property installed or located in the demised premises by Lessee.

In the event of any damage or destruction by fire or other casualty to the demised premises Lessee shall immediately at its expense replace and repair any and all fixtures, equipment and other property installed by it pursuant to the 1961 Lease or this Lease.

(b) Eminent Domain. If the whole or any part of any of the Airport or the premises shall be taken by federal, state, county, or other authority for public use, or under any statute, or by right of eminent domain, Lessee shall not be entitled to any part of any award that may be made for such taking nor to any damages and shall assign any award which it receives to Lessor. If all of the Airport or a substantial part thereof, including the entire premises, shall be taken, the term of this Lease shall end upon the earlier of the date when possession shall be required by the condemning authority or the effective date of the taking. If any eminent domain

proceeding shall be instituted in which it is sought to take any part of the Airport or the premises (other than a taking described in the prior sentence), Lessor shall have the right to terminate this Lease upon not less than thirty (30) days written notice to Lessee prior to the date of termination designated in said notice. In the event of termination of this Lease pursuant to either of the preceding sentences, the Rent accrued to the termination date shall be payable to the date of termination.

21. Taxes. (a) Real Estate Taxes. Lessor shall pay any and all taxes or special assessments which may be levied or assessed upon the demised premises leased hereunder; provided, however, that the foregoing shall not apply to any taxes on any personal property or leasehold of Lessee located on or pertaining to such demised premises. Lessee shall pay all taxes on its own personal property and leasehold.

(b) Licenses and Permit Fees. The cost of necessary licenses and permits shall be paid by Lessee.

22. Signs. Lessee shall not attach, affix or permit to be attached or affixed upon the inside or outside of the demised premises, without the consent in writing of the Commissioner of Aviation of the City of Chicago, first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae or fixtures.

23. Removal; Lessor Options. (a) For purposes of this Section 23, "Equipment" means: all equipment and fixtures and personal property installed or located within the demised premises by Lessee (but not (i) pipes, conduit and wiring which Lessee may have installed and which may be affixed to or imbedded in walls, ceilings or floors and (ii) permanent and leasehold improvements owned by Lessor), and whether or not such equipment shall be deemed real or personal property.

(b) Lessor shall have the option from time to time, by notice in writing from the Commissioner of Aviation to Lessee of at least sixty (60) days (which notice may be given at any time during the term of this Agreement), to terminate this Lease with respect to any one or more self-contained restaurant, food or beverage facilities (each a "Location"); provided, however, that no such termination date shall be prior to November 1, 1995.

(c) Upon the termination of this Lease or any Location in whole or part by lapse of time or otherwise, including Lessee's default, Lessor (or its designee) shall have the option, by notice in writing from the Commissioner of Aviation to Lessee of at least thirty (30) days prior to the termination date or prior to the Lease expiration date, as the case may be (except that no advance notice is required in the case of termination due to

Lessee's default), to purchase any one or more pieces of Equipment (except for Equipment that Lessee is prohibited by license or franchise agreements from selling) at a price equal to the fair market value* of such Equipment. The price shall be paid to Lessee on the later to occur of the following: (i) the date that Lessee relinquishes the ownership of such Equipment free of all liens, security interests and encumbrances; (ii) the date this Lease expires with respect to the corresponding location; or (iii) forty-five (45) days after the price has been determined.

(d) Lessee shall remove all Equipment that Lessor has not opted to purchase pursuant to Section 23(c) within fifteen (15) days following termination or expiration, unless (i) the Commissioner of Aviation agrees in writing to allow Lessee to abandon such Equipment (which allowance may be as to all or part of the Equipment); or (ii) Lessee has sold such Equipment to a successor concessionaire(s).

24. Assignment and Subletting. (a) Lessee shall not assign or otherwise transfer this Lease and its rights hereunder, in whole, except with the prior written consent of Lessor, or in part, except with the prior written consent of the Commissioner of Aviation, which may be withheld in his or her sole discretion; provided, however, the foregoing shall not prevent the assignment of this Lease and of Lessee's rights hereunder to any corporation into or with which Lessee may merge or consolidate, or which may succeed to the business and assets of Lessee provided that no such assignment shall release Lessee from its obligations in this Lease Extension and Agreement contained. Before any such assignment shall become effective, the assignee shall, by written instrument, assume and agree to be bound by the terms and conditions of this Lease during the remainder of the term hereof. Lessee shall not sublease all or any part of the demised premises or permit any other persons to use or occupy the demised premises without the Commissioner's approval, which may be withheld in its sole discretion. Lessee shall cause all subleases to contain a provision stating that the sublease is subject to the provisions of this Lease, that the Sublessee shall comply with the provisions hereof and that the sublease shall be coterminous with this Lease unless Lessor otherwise elects.

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* In the event of a dispute regarding the fair market value of the equipment, fixtures and personal property to be transferred from Lessee upon termination pursuant to the proceeding paragraph, Lessee and Lessor (or its designee) shall each hire independent appraisers at their own expense. If such appraisers do not agree as to the fair market value of the equipment, fixtures and personal property to be transferred, then Lessor shall appoint a third appraiser whose determination shall be binding upon the parties.

(b) Existing Subleases. Lessor hereby consents to Lessee's existing sublessees set forth in (Sub)Exhibit C hereto. As provided in Section 24(a), any replacement of a sublessee or change in the character of said sublessee's business is subject to the prior approval of the Commissioner of Aviation.

25. Defaults. In any of the following events Lessor, at any time hereafter, shall have the right at Lessor's election immediately to terminate this Lease Extension and Agreement:

(a) Failure to pay rent. In the event Lessee shall fail to pay the rent in the amounts and at the times and in the manner herein provided and such failure shall continue for fifteen (15) or more days after written notice thereof shall have been given to Lessee;

(b) Violation of Covenant. In the event Lessee shall fail to keep and perform or shall violate the terms, covenants and conditions of this Lease Extension and Agreement on its part to be kept and performed, and Lessee shall not have cured or corrected such failure or violation within thirty (30) days after written notice thereof shall have been given to Lessee (except that Lessee shall have such additional time to cure or correct such failure or violation as any act described in Section 30 hereof may require);

(c) Insolvency. If Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of Lessee under this Lease shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of Lessee; or in the event that a Receiver or Trustee shall be appointed for Lessee or the interest of Lessee under this Lease;

(d) Abandonment. In the event Lessee shall vacate or abandon all or any part of said premises, or shall permit the same to remain vacant or unoccupied without the consent of Lessor first had and obtained.

26. Remedies. (a) Repossession by Lessor. Upon the occurrence of any one or more of the events of default specified in Section 25 hereof Lessee's right to possession of the demised premises (or at Lessor's option the part of the premises associated with the default) shall terminate and Lessee shall surrender possession thereof immediately. In such event Lessee hereby grants to Lessor or its designee full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Lessee or any other person who may be occupying the said premises, or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and said other person as may reasonably be necessary; and Lessor may repossess itself of the said premises as of its former estate, but said entry of

said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue hereof, nor a waiver of any covenant, agreement or promise in said lease contained, to be performed by Lessee. Lessee shall make no claim of any kind against Lessor, its agents and representatives by reason of such termination or any act incident thereto.

(b) Damages. (1) General. In addition to terminating this Lease Extension and Agreement Lessor may sue for and recover all damages and rent accrued or accruing under this Lease Extension and Agreement or arising out of any breach thereof. For purposes of calculating the amount of damages payable on account of Percentage Rent, the amount shall be pro rata based on average daily Gross Receipts from Sales for the previous full calendar year for each affected location. Damages include without limitation, costs, charges and expenses incurred by Lessor in the enforcement of its rights and remedies under this Lease or as the direct or indirect result of the breach of the provisions of this Lease, including without limitation (i) court costs, (ii) attorney's fees and (iii) costs associated with the transition to a new operator or operators of the premises (for example, repairs, alterations, additions, equipment and leasing brokers).

(2) Liquidated Damages. Lessee further acknowledges that failure on its part to comply with the provisions of this Lease would cause Lessor substantial damages, a portion of which may be ascertainable but another portion of which relative to loss of services to Airport visitors and loss of good will as a result of interferences with the delivery of the services, the provision of which is one of the key purposes of this Lease, might be difficult or impossible to prove or quantify. Accordingly, the parties have agreed that (i) if any portion of the premises is not being operated during the term of this Lease in accordance with Section 12(a) of this Lease, (ii) such failure has a material adverse impact on the level of performance at any or all locations of the premises and (iii) after receipt by Lessee of notice of such failure from Lessor, Lessee shall not have cured or corrected such failure within the time periods described in Section 25(b), then, in addition to all other remedies that the Lessor or the Commissioner of Aviation may have at law or in equity, Lessee shall pay Lessor, as liquidated damages in connection with said loss of services and good will, an amount equal to $0.55 per square foot of affected space per day. The term "affected space", as used in the previous sentence, shall be limited to the square footage of the individually concepted food and beverage operation. For example, a failure of Lessee to open and operate a "Starbucks Kiosk" shall cause Lessee to be subject to liquidated damages only with respect to the Starbucks Kiosk. Such liquidated damage payment shall continue from the date of receipt of such notice until the earlier of (i) the date such breach is cured, (ii) the date the affected portion of the premises are deleted from this Lease, or (iii) the date of termination of this Lease. Said liquidated damages shall be paid monthly.

(c) Other Remedies. Lessor may, if it so elects, pursue any other remedies provided by law for the breach of this Lease Extension and Agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to Lessor or Lessee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

(d) Removal of Property. Any and all property which Lessee fails to remove or which may be removed from the demised premises by Lessor pursuant to the provisions of this Lease or of law, may be handled, removed or stored by Lessor at the sole risk, cost and expense of Lessee, and Lessor shall in no event be responsible for the value, preservation or safekeeping thereof. Lessee shall pay to Lessor upon demand any and all expenses incurred in the removal of said property and all storage charges against such property together with interest at the rate of eight percent (8%) per annum, as long as the same shall be in Lessor's possession or control.

(e) Access. Lessee shall allow Lessor, its officers, agents or employees free access to the demised premises for the purpose of examining the same to ascertain if they are in a safe, sanitary and sightly condition and good repair, to make repairs, renewals or restorations to the extent required to be made by Lessor under other sections of this Lease Extension and Agreement or otherwise desired by Lessor and at all times to exhibit the same to prospective tenants, and for the last mentioned purposes, to place in and upon said premises notices of "For Rent" ninety (90) days prior to the final expiration of the term of this Lease or any extension thereof.

27. Waiver of Default. The acceptance of rent by Lessor, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of Lessor's right to act or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this Lease.

28. Effect of Demands. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated by the service of any five (5) day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the demised premises.

Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

29. Addresses. (a) Lessor. In every case where under the provisions of this Lease it shall be necessary or desirable for Lessee to give to or serve upon Lessor any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by registered mail, postage prepaid, addressed as follows:

Commissioner of Aviation
Chicago O'Hare International Airport
P.O. Box 66142
Chicago, Illinois 60666

With Copy Of Said Notice Or Demand To:

City Comptroller
City of Chicago
City Hall, Room 501
Chicago, Illinois 60602

(b) Lessee. In every case where under the provisions of this Lease it shall be necessary or desirable for Lessor to give to or serve upon Lessee any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by registered mail, postage prepaid, addressed as follows:

Host International, Inc.
10400 Fernwood Road
Washington, D.C. 20058
Attention: Association General Counsel
Host/Marriott Operating Group
Department 72/923.00

30. Force Majeure. The performance of all covenants herein contained (except for the payment of rent which shall be paid as and when provided in Section 5 of this Lease), and particularly those contained in Sections 12 and 15 hereof, shall be postponed and suspended during such period as the performance thereof is prevented by acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts and other labor troubles, riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising

therefrom, the exercise of paramount power by the federal government, either through the taking of the demised premises or the imposition of regulations restricting the conduct of business therein, acts of enemies, sabotage, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the reasonable control of Lessor or Lessee.

31. Miscellaneous. (a) Not Joint Venture. It is mutually understood and agreed that nothing contained in this Lease Extension and Agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

(b) Duty of Impartiality. The Lessee shall observe, and shall require all its employees and agents to observe, a strict impartiality as to quantities and services, and in all circumstances Lessee shall exercise, and shall require its employee and agents to exercise, courtesy and consideration in their relations with the public.

(c) Rules and Regulations. Lessee shall observe and obey all rules and regulations applicable to comparable Airport users, which may from time to time during the term of this Lease be promulgated by the Commissioner of Aviation or other lawful authority for the care, operation, maintenance and protection of the Airport.

(d) Right of Access. Lessor hereby grants to Lessee the right of access and ingress to and egress from the demised premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress are at all times exercised in conformance with any and all regulations promulgated by the Commissioner of Aviation, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public and applicable to all users of said Airport.

(e) Development of Business. Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this Lease Extension and Agreement and increase same, and not to divert or cause, or allow to be diverted any business from said Airport.

(f) Risks. The Lessee shall assume all risks incident to or in connection with its business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Airport, and shall indemnify, defend and save harmless the Lessor, its authorized agents and representatives, from any penalties for violation of any law, ordinance or

regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence, or improper conduct of the Lessee or any of its agents or employees.

(g) Right of Inspection. Operations to be conducted by the Lessee under this Lease shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services commensurate with the standards provided for in this Lease.

(h) Definition of "Persons". The term "persons" as used in this Lease Extension and Agreement includes individuals, partnerships, corporations and any other legal entity.

(i) Definition of "Commissioner of Aviation". The "Commissioner of Aviation" shall mean the Commissioner of Aviation of the City of Chicago (or if at any time the present jurisdiction of the Commissioner of Aviation over maintenance and operations at the O'Hare Airport shall be transferred to some other department or office, then the head of such department or office) and his duly authorized assistants.

(j) Cooperation. During any transition from the operation of all or part of the premises by Lessee to the operation thereof by Lessor or its designee, Lessor shall perform such acts and execute and deliver such further documents and instruments, including bills of sale, which may be necessary or appropriate, and to generally cooperate to fully effect the termination of the relationship of the parties as set forth in this Lease and to assure a successful transition of the restaurant operations. Lessee acknowledges the necessity and importance of a smooth and efficient transition in order to assure that at all times services at least equivalent to those provided by Lessee are available at the Airport.

(k) (Sub)Exhibits. All (Sub)Exhibits attached hereto are incorporated herein by reference.

32. Subordination; Compliance. (a) Subordination to federal and state Agreements with City. This Lease Extension and Agreement shall be subject and subordinate, to (1) any existing or future federal or state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois relative to the development, construction, operation, or maintenance of O'Hare Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development, construction, operation, or maintenance of said Airport;

(2) any lease and agreement heretofore or hereafter executed by Lessor with Air Lines operating at O'Hare Airport;

(3) Lessee shall have no rights under Section 11 or otherwise in any landing areas, aircraft taxiways and aircraft parking aprons or ramps;

(4) the provisions of a Deed from the United States to the City of Chicago appearing as Document No. 13747964 in Book of Records 40999, Pages 58 -- 63 recorded on March 22, 1946, in the Office of the Recorder of Deeds, Cook County, Illinois, a Release executed by the United States in favor of the City of Chicago recorded on July 15, 1958, as Document No. 17260008, Book of Records 56345, Page 1 in the Office of the Recorder of Deeds, Cook County, Illinois, and other existing agreements and leases between Lessor and the United States and any and all future releases, deeds, leases, and agreements hereafter granted or entered into by and between the United States and the City of Chicago with reference to the conveyance by the United States to the City of Chicago of any real or personal property under any existing or future federal statutes authorizing the conveyance of such property by the federal government to the City for airport purposes.

(b) Non-Discrimination. (1) Federal Requirements. It shall be an unlawful employment practice for the Lessee: (1) to fail or refuse to hire or to discharge any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Lessee shall comply with the Civil Rights Act of 1964, 42 U.S.C. sec. 2000, et seq. 1981, as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. secs. 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. secs. 793 -- 794 (1981); Americans with Disabilities Act, P.L. 101 -- 596; and 41 C.F.R. Part 60, et seq. (1990).

(2) State Requirements. The Lessee shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause 5 Ill. Admin. Code §750 Appendix A. Furthermore, Lessee shall comply with the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq., as amended.

(3) City Requirements. Lessee shall comply with the Chicago Human Rights Ordinance, Section 2-160-010, et seq. of the Code. Further, Lessee shall furnish or shall cause each of its subcontractor(s) to furnish such

reports and information as requested by the Chicago Commission on Human Relations.

(4) Subcontractors. The Lessee agrees that all of the above provisions, (1), (2) and (3), will be incorporated in all agreements entered into with any suppliers of materials, furnisher of services, contractors and subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Agreement.

(5) Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, page 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, page 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; and Part 23; 45 FR 21172, March 30, 1980 as supplemented by FR 45281, July 3, 1980; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881 -- 887, inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4, inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856, inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24, inclusive (all 1977); and to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, page 3877, Municipal Code of the City of Chicago, Ch. 198. 7A.

(6) To demonstrate compliance, Lessee and its contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

(c) Disadvantaged Business Enterprises. Lessor is committed to enhancing the opportunities of disadvantaged business enterprises. Accordingly, the Additional Special Conditions Regarding Disadvantaged anything contained herein to the contrary, the D.B.E. Concession Goal for this Agreement is the continual operation of the locations currently occupied by the D.B.E.s described in (Sub)Exhibit C by D.B.E.s, and the Specific Concession Agreement D.B.E. Goal is sixteen percent (16%) of purchases of goods and services Lessee may require for its restaurant operations. Lessee commits to satisfy these goals and shall indicate all D.B.E.'s identified at this time in the appropriate schedules included in (Sub)Exhibit D. The performance of Lessee regarding the Specific Concession Agreement D.B.E. Goal shall be reviewed by the parties on or about May 1, 1995. This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 23, Subpart F. Lessee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with

the award or performance of an concessions agreement covered by 49 C.F.R. Part 23, Subpart F. Lessee agrees to include the above statements in any subsequent contracts that it enters into with sublessees and contractors and cause those businesses to similarly include the statements in further agreements.

(d) Department of Transportation. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which services the public. Lessee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Lessee shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

(e) Airport Security Act. This Lease is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101 -- 604) ("Airport Security Act"), the provisions of which are hereby incorporated by reference, including without limitation Sections 105, 109 and 110, and all rules and regulations promulgated thereunder. In the event that the Lessee, any individual employed by the Lessee, or its subcontractors, in the performance of this Lease, has: (i) unescorted access to secured areas located on or at the Airport; or (ii) capability to allow others to have unescorted access to such secured areas, the Lessee shall be subject to, and further shall conduct with respect to its subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner or the F.A.A. may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Act, the Lessee shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation and by the City. The Lessee shall, notwithstanding anything contained herein to the contrary, at no additional cost to the City, perform the Lease in compliance with those guidelines developed by the City and the F.A.A. with the objective of maximum security enhancement. The drawings, plans and specifications provided by the Lessee under the Lease shall comply with those guidelines for airport security developed by the City and the F.A.A. and in effect at the time of the submittal thereof.

(f) Notice of Potential Violations of Laws. Lessee shall immediately advise the Lessor in writing of: (1) any notices received by the Lessee from

any federal, state or local governmental agency or regional office thereof of the violation or potential violation or (2) any inquiry regarding any such potential violation by the Lessee of any applicable laws.

(g) Environmental Requirements. (1) Definitions. For the purposes of this subsection, "Hazardous Materials" shall mean substances defined as "hazardous substances", "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended 42 U.S.C. 9601, et seq.; Hazardous Materials Transportation Act, 49 U.S.C. 1802; Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq. and Toxic Substance Control Act of 1976, as amended, 15 U.S.C. 2601, et seq., and all other applicable federal, state and local laws and ordinances and any regulations adopted or promulgated pursuant thereto. "Hazardous Materials" also shall include petroleum fuels, lubricants, asbestos, PCBs, or ureafoam insulation which have been discarded, spilled or otherwise released into the environment, and waste materials which contain such.

(2) Lessee Compliance. Lessee hereby represents, warrants and covenants to Lessor that no Hazardous Materials shall be introduced into the Airport or the premises by Lessee or its sublessees, contractors, employees or invitees other than those normally utilized in restaurant operations including, but not limited to, Hazardous Materials which may be contained in cleaning solutions or products, but only so long as such materials are utilized, stored or present in accordance with applicable federal, state and local laws, ordinances and regulations. Lessee further covenants that, to the extent it is subject to the reporting requirements of the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001, et seq., it shall not introduce Hazardous Materials into the Airport or onto the premises in such quantities or of such nature as to require reporting under that Act. Lessee further covenants that it shall not generate hazardous waste in such quantities as to exceed the maximum permissible quantities allowed a small quantity generator under the Federal Resource Conservation and Recovery Act, as amended, and any hazardous waste will be removed in accordance with applicable law.

(3) Records. Lessee shall maintain for the entire term of this Lease one copy of every record required by any applicable environmental law, agency or permit, regardless of any shorter period of time such law, agency, or permit may require for the maintenance or retention of such records, and shall have the right to require production of such records upon 24 hours notice at the premises to inspect, and at Lessor's expense, to make copies of such records.

(4) Notice. Lessee shall notify Lessor immediately upon the receipt of notice of any violation, citation, or enforcement action involving Lessee's operations on the premises or the Airport under any applicable environmental law, and Lessee shall also notify Lessor immediately upon the occurrence of any spill, accident, or injury involving Hazardous

Materials on the premises or the Airport which would have any Adverse Environmental Impact on the premises. For purposes of this Article, an "Adverse Environmental Impact on the premises" shall have occurred to the extent that: (i) the premises or any part thereof would be in current violation of any applicable environmental law; (ii) there is a release or threat of release of Hazardous Materials; (iii) liability could be imposed upon Lessor or Lessee by any governmental authority or other third party as a result of the presence of Hazardous Materials which were brought onto the Airport and/or the premises by Lessee or its sublessees, contractors, employees, or invitees; or (iv) reporting, investigative or corrective action may be required by any governmental authority to be undertaken at the premises.

(5) Audit. Lessor may request Lessee to cause to be prepared a report by a nationally-recognized environmental consulting firm mutually approved by the parties, based on an environmental audit of the premises conducted by such consulting firm to determine whether Lessee is in compliance with this subsection. If such audit shows that Lessee is not in substantial compliance with this section, the cost of such audit shall be borne entirely by Lessee. Otherwise, the cost of such audit shall be borne entirely by Lessor.

(6) Liability. Lessee hereby agrees to indemnify, defend and hold harmless Lessor, its officials, employees, and contractors against any claims, actions, administrative proceedings, judgments, damages, penalties, and liabilities, including, but not limited to, reasonable attorneys' fees and consultant fees resulting from the breach of representations, warranties and covenants under this subsection or from the presence of Hazardous Materials which are brought into the Airport or the premises (or any part thereof) by Lessee or its sublessees, contractors, employees, or invitees in any manner or quantity which would have an Adverse Environmental Impact on the premises, which indemnity shall survive the termination hereof.

33. No Liability of Lessor. Lessor shall not be liable to Lessee, or to Lessee's agents, representatives or employees for any injury to, or death of any of them or of any other person or for any damage to any of Lessee's property or loss of revenue, caused by any third persons in the maintenance, construction, or operation of said O'Hare Airport, its appurtenances, facilities and equipment, or caused by any third persons using said Airport or its appurtenances, facilities and equipment, or navigating any aircraft on or over said Airport, whether such injury, death or damage is due to negligence or otherwise. Third persons as used herein shall include the United States of America, State of Illinois or any of their agencies and all persons other than the City of Chicago.

34. Lessor Authority. Except as to the demised premises the Lessor reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter said O'Hare Airport and any

portion thereof, including the buildings in which the Demised Premises are located, in such manner as Lessor sees fit, regardless of the desires or views of the Lessee.

35. Inurement. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. This paragraph shall not be deemed to authorize Lessee to make an assignment of its interest in this Lease except as hereinabove expressly provided for.

36. Headings. The descriptive headings appearing upon this Lease and Agreement are for convenience only, and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.

37. Execution. The execution of this Lease on behalf of Lessor is authorized by an ordinance passed by the City Council of the City of Chicago on _____, 1995, Council Journal of Proceedings, pages _____ and on behalf of Lessee by a resolution of its Board of Directors at a duly called meeting at which a quorum was present and assented to its passage.

38. Entire Agreement. Except as specifically otherwise provided in Section 15, the Lease Extension and Agreement contains all the terms, covenants, conditions and agreements between Lessor and Lessee relating in any manner to the use and occupancy of the Demised Premises on and after August 1, 1995. No prior or other agreement or understanding pertaining to the same, including specifically the 1961 Lease, shall be invalid or of any force and effect for the term hereof. No representations, inducements, understanding or anything of any nature whatsoever made, stated or represented by Lessor or anyone acting for or on Lessor's behalf, either orally or in writing, have induced Lessee to enter into this Lease and Lessee acknowledges, represents and warrants that Lessee has entered into this Lease under and by virtue of Lessee's own independent investigation.

In Witness Whereof, The City of Chicago has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and Host International, Inc. has caused this Agreement to be executed on its behalf by its _____ and its corporate seal to be hereunto affixed and attested by its _____, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

Attest:

City of Chicago

_____
City Clerk

By: _____
Mayor

Approved:

By: _____
City Comptroller

By: _____
Commissioner of Aviation

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel
City of Chicago

By: _____

Title: Host International, Inc.

Host International, Inc.,
a Delaware corporation

By: _____

Title: _____

Attest:

By: _____

Title: _____

[(Sub)Exhibit "A" referred to in this Lease Extension and Agreement printed on page 4942 of this Journal.]

(Sub)Exhibits "B", "C" and "D" referred to in this Lease Extension and Agreement read as follows:

(Sub)Exhibit "B".
(To Lease Extension And Agreement)

Standards Of Performance (Section 12).

Performance Standards shall be as follows during the term of the Lease Extension and Agreement:

1. Lessee shall provide an adequate number of employees on each shift to assure high standards of public service and satisfactory operation and maintenance of Demised Premises at all times. In light of the heavy peak period operations in the afternoons at the Airport, Lessee's staffing levels during this period shall be disclosed on a continuing basis to the Lessor, with the goal of assuring speed of delivery of service, efficiency of operations, and avoiding long lines. Lessee shall notify the Lessor of changes to its staffing levels to accommodate changes in peak periods of passenger activity. Lessee agrees to provide employees that are trained, speak the English language (if the employee will have contact with the public, and are qualified for the jobs which they are to perform. Host shall add an appropriate number of employees for relocation of airline gates.

2. Lessee shall require its employees to display courtesy and consideration in dealing with the public.

3. Lessee shall prohibit and restrain its agents, servants and employees from loud, noisy and persistent announcements of its service on or about the Demised Premises.

4. All employees of Lessee who come in contact with the public, when on duty, are required to wear professional uniforms and identification badges subject to the reasonable approval by the Department of Aviation, which clearly state Lessee's company name and the individual employee's name. Branded or trade franchisor/Licensor's uniforms.

5. Lessee shall meet with Lessor at least once every two (2) months to discuss Lessees performance at the Demised Premises, and shall establish action plans to improve areas of performance. Failure of Lessee to implement mutually agreed action plans shall be a default pursuant to the Lease and Extension Agreement.

6. In no event shall the level and quality of performance by Lessee (both overall and for each location) fall below that of 1994.

(Sub)Exhibit "C".
(To Lease Extension And Agreement)

D.B.E. Locations (Sections 24 And 32).

1. O'Hare Venture Limited Partnership.
2. Gourmet Muffins, Inc.
3. Effie's Canteen, Inc.

(Sub)Exhibit "D".
(To Lease Extension And Agreement)

D.B.E. Special Conditions.

Special Condition Regarding Disadvantaged

Business Enterprise Commitment

(F.A.A. Funded Professional Services Contracts)

In connection With Airport Business Opportunities.

I.

Commitment.

In accordance with the requirements of 49 C.F.R. Part 23, it is the City's policy that disadvantaged business enterprises ("D.B.E."), as defined below, shall have the maximum opportunity practicable to participate in the operation of concessions (the "Concessionaire") under any concession license agreement entered into with the City in connection with its airports ("D.B.E. Concession Goal"). The City's goal is fifteen point eight percent (15.8%), which means the City wants at least fifteen point eight percent (15.8%) of gross receipts from concession operations at the airports to be those of D.B.E. Concessionaires. While there is no specific goal for this Concession License Agreement unless specified in this Agreement, the maximum D.B.E. participation in the operation of this concession is desired to compensate for instances when such participation cannot be obtained.

In addition to encouraging D.B.E. participation in operating concessions, the City has the further goal of encouraging D.B.E.s to participate in providing the goods, work and services the Concessionaire may require in order to operate the concession ("Specific Concession Agreement D.B.E. Goal"). The Specific Concession Agreement D.B.E. Goal shall be thirty percent (30%) of gross receipts of each concession, unless these goals are modified: (i) elsewhere in this concession license agreement; (ii) in applicable federal regulations; or (iii) any relevant regulations promulgated by the City under the ordinance.

II.

General Provisions.

A. Definitions.

1. "Disadvantaged Business Enterprise" or "D.B.E." means a small business concern awarded certification as a business owned and controlled by socially and economically disadvantaged individuals

in accordance with 49 C.F.R. Part 23 and City of Chicago Regulations regarding certification of D.B.E.s.

(Copies of the Regulations Governing Certification are available from the Department of Purchases, Room 401, 121 North LaSalle Street, Chicago, Illinois 60602).

2. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans (as defined below) or women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. The Purchasing Agent shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. The Purchasing Agent also may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

   a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

   b. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race;

   c. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

   d. "Asian-Pacific Americans", which includes person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, and the Northern Marinas, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu and Nauru;

   e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands and Nepal;

   f. "Women".

3. "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of a certain sum over the previous three fiscal years, as adjusted periodically by the Secretary of Transportation for inflation.

4. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises" "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Department of Purchases. The Directory identifies firms that have been certified as D.B.E.s, and includes both the date of their last certification and the area of specialty in which they have been certified. Concessionaires are responsible for verifying the current certification status of all proposed D.B.E. firms.

   (Copies of the Directory of Certified D.B.E./M.B.E./W.B.E. Businesses are available in the Bid and Bond Room, Room 401, 121 North LaSalle Street, Chicago, Illinois 60602).

5. "Area of Speciality" means the description of a D.B.E. firm's business which has been determined by the Purchasing Agent to be most reflective of the D.B.E. firm's claimed specialty or expertise. Each D.B.E. letter of certification contains a description of their Area of Specialty. This information is also contained in the Directory. Credit toward this contract's D.B.E. participation goal shall be limited to the participation of firms performing within their Area of Specialty.

   Notice: The Department of Purchases does not make any representation concerning the ability of any D.B.E. to perform work within its Area of Specialty. It is the responsibility of all Concessionaires to determine the capability and capacity of D.B.E. firms to satisfactorily perform the work proposed.

6. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by D.B.E.s in contract work. A joint venture seeking to be credited for D.B.E. participation may be formed among D.B.E. firms or between D.B.E. firm(s) and non-D.B.E. firm(s).

A joint venture is eligible for D.B.E. credit if the D.B.E. venturer(s) shares in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the D.B.E. ownership percentage.

7. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

B. Third Party Challenges To Eligibility Of D.B.E. Firm.

Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the City as a D.B.E. The challenge shall be made in writing to the City, and shall include all information available to the challenging party relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged. The City will notify the challenged party of the statements and identity of the challenging party and may permit them to respond to the allegations, and will notify both parties in writing of the outcome. If the City determines first that there was not reasonable grounds presented in the challenge sufficient to justify an inquiry, then the City will notify the challenger that the proceedings are now terminated. During the pendency of any challenge, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect.

C. Joint Ventures.

Bidders/Proposers may develop joint venture agreements as an instrument to provide participation by D.B.E.s in contract work or airport business opportunities. A joint venture seeking to be credited for D.B.E. participation may be formed among D.B.E. firms or between a D.B.E. firm and a non-D.B.E. firm.

A Joint Venture Is Eligible To Be Counted Toward D.B.E. Goals If, And Only If, All Of The Following Requirements Are Satisfied:

1. the D.B.E. venturer(s) shares in the (1) ownership, (2) control, (3) management responsibilities, (4) risks and (5) profits of the joint venture in proportion with the D.B.E. ownership percentage;

2. the D.B.E. venturer(s) is responsible for a clearly defined portion of work to be performed or the business to be operated, in proportion with the D.B.E. ownership percentage;

3. in the case of work, the D.B.E. venturer(s) actually performs (with its own forces and using its own equipment) work equal to at least fifty percent (50%) of the value of its ownership of the joint venturer. For example, if the D.B.E. is proposed as a twenty-five percent (25%) venturer on a $1,000,000 contract (or subcontract) for work, the D.B.E. must, in addition to its other joint venture responsibilities, perform work equal to at least $125,000 (or fifty percent (50%) of twenty-five percent (25%) of $1,000,000); and

4. in the case of the operation of a business such as a concession, the D.B.E. venturer(s) actually performs the services or operates the business (with its own forces and its own supervising staff) to an extent commensurate with the value of its ownership of the joint venture. for example, if the D.B.E. is proposed as a twenty-five percent (25%) venture in a concession business, the D.B.E. must, in addition to its other joint venture responsibilities, operate at least that much of the business as would constitute twenty-five percent (25%) of the business' gross revenues.

The Purchasing Agent will evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. In addition, the Purchasing Agent shall consider the record of the joint venturers as joint venturers on City of Chicago contracts. The decision of the Purchasing Agent regarding the eligibility of the joint venture shall be final.

Note: Credit for participation by D.B.E.s in a joint venture with non-D.B.E.s does not require a minimum participation of fifty-one percent (51%) in venture ownership and control on the part of the D.B.E.. A junior ownership interest in the venture by the D.B.E. can be credited toward the Specific Concession Agreement D.B.E. Goal in a pro rata fashion, but not the D.B.E. Concession Goal.

D.B.E./non-D.B.E. joint ventures are creditable on either the prime or the subcontractor level and are otherwise subject to federal, state and City contract limitations restricting second tier subcontracting.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venturer must separately sign the proposal to the City.

III.

Measuring D.B.E. Participation.

A. Counting D.B.E. Participation For The D.B.E. Concession Goal.

D.B.E. participation shall be counted toward the D.B.E. Concession Goal as follows: where a D.B.E. is a Concessionaire, once the D.B.E. is determined to be eligible under these rules, the total gross receipts generated by the D.B.E. from the concession counts towards the D.B.E. Concession Goal.

In the event of a joint venture or subconcession arrangement between a non-D.B.E. and a D.B.E. for the operation of a concession, only the portion of the gross receipts contributed by the commercially useful efforts of the D.B.E. joint venturer(s) or subconcessionaire(s) count towards the D.B.E. Concession Goal, but in no case may the percentage contribution attributable to a D.B.E. joint venture exceed the D.B.E.'s percentage interest in the joint venture. Where the Purchasing Agent has reason to doubt the extent of a D.B.E. joint venturer's or subconcessionaire's commercially useful contribution towards the Concessionaire's gross receipts, the Purchasing Agent may request evidence to substantiate the D.B.E.'s contribution. No credit shall be given toward the D.B.E. Concession Goal if the subconcessionaire or joint venturer is not participating in the actual operation of the concession, but rather is providing goods or services used by a Concessionaire.

B. Counting D.B.E. Participation Toward The Concession Goal.

(1) Where a D.B.E. is a contractor for work, goods or services and is determined to be eligible in accordance with these rules, except as provided below, the total dollar value of the contract awarded to the D.B.E. may be counted toward the Specific Concession Agreement D.B.E. Goal, except that a Concessionaire may count only a portion of the total dollar value of a contract with a joint venture subcontractor eligible under the standards of these Special Conditions equal to the percentage of the ownership and control of the D.B.E. joint venturer.

(2) Where a Concessionaire contracts out for work, a Concessionaire may count toward its Specific Concession Agreement D.B.E. Goal only expenditures to firms that perform a commercially useful function in the work of a concession. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a concession and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm

is performing a commercially useful function, the Purchasing Agent shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

Consistent with normal industry practices, a D.B.E. may enter into subcontracts. If a D.B.E. contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the D.B.E. shall be presumed not to be performing a commercially useful function. Evidence may be presented by the contractors involved to rebut this presumption.

(3) A Concessionaire may count toward its D.B.E. Goal the following expenditures to D.B.E. firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the concession agreement, provided that the fee or commission is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required under the concession agreement, provided that the fee or commission is determined by the Purchasing Agent to be reasonable and not excessive as compared with fees customarily allowed for similar services.

IV.

Procedure To Determine Bid/Proposal Compliance.

A. The following Schedules and documents constitute the bidder's or proposer's D.B.E. proposal, and must be submitted in accordance

with the guidelines stated. The proposal should indicate whether the bidder or proposer believes it is a D.B.E. and to what extent can it be counted toward the D.B.E. Concession Goal and should clearly indicate the Specific Concession Agreement D.B.E. commitment.

(1) Schedule B: Affidavit Of D.B.E./Non-D.B.E. Joint Venture.

Where the D.B.E. proposal includes the participation of any D.B.E. as a joint venturer prime or subcontractor, the proposers must submit, together with their proposal, a Schedule B: Affidavit of D.B.E/Non-D.B.E. Joint Venture with an attached copy of the joint venture agreement proposed among the parties.

The Schedule B, in conjunction with the joint venture agreement must clearly evidence that the D.B.E. venturer will be responsible for a clearly defined portion of the work to be performed or the concession(s) to be operated and that the D.B.E. firm's responsibilities are in proportion with their ownership percentage, as described under II (C) Joint Ventures. In order to demonstrate the D.B.E. venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement shall include specific details related to (i) the contributions of capital and equipment; (ii) work items or management services or concessions(s) to be performed or operated by the D.B.E.'s own forces; (iii) work items, management services or concessions to be performed or operated under the supervision of the D.B.E. venturer and (iv) the commitment of management, supervisory and operative personnel employed by the D.B.E. to be dedicated to the performance of the project.

The Schedule B, together with the joint venture agreement must, in addition, clearly evidence the commitment of the D.B.E. venturer to actually perform (with its own forces and equipment) work equal to at least fifty percent (50%) of the value of its ownership of the joint venture or to operate a concession business (with its own forces and supervisory staff) to an extent commensurate with the value of its ownership in the joint venture.

(2) Schedule C: Letter Of Intent To Perform As A Subcontractor, Subconsultant, Or Goods Or Material Supplier.

A Schedule C, executed by the D.B.E. firm (or joint venture subcontractor) must be submitted by the proposer for each D.B.E. included on the proposer's Schedule D. Each Schedule C must accurately detail the work to be performed by the D.B.E. firm and agreed rates and prices to be paid. If any fully complete and executed Schedule C is not or cannot be submitted with the proposal, it must be received by the Purchasing Agent within two (2) business days after the date set for receipt of proposals except as provided for elsewhere in the R.F.P..

(3) Letters Of Certification.

A copy of each proposed D.B.E. firm's Letter of Certification from the City of Chicago must be submitted with the proposal.

All Letters of Certification issued by the City of Chicago include a statement of the D.B.E. firm's area of specialization. The D.B.E. firm's scope of work, as detailed by its Schedule C, must conform to its stated area of specialization. A firm submitting a bid as a D.B.E. but not currently certified as well as currently certified D.B.E.'s requesting to expand the scope of their certification must submit their application on the day of bid opening together with all documentation required by the City of Chicago to process the application request in the next sixty (60) to ninety (90) days.

(4) Schedule D: Affidavit Of Prime Contractor Regarding D.B.E.s.

Proposers must submit, together with the proposal a completed Schedule D committing them to the utilization of each listed D.B.E. firm. Except in cases where the proposer has submitted a complete request for a waiver or variance of the Specific Concession Agreement D.B.E. Goal (See V. Grant of Relief for Proposers, below), the proposer must commit with respect to the acquisition of goods, work or services to the expenditure of a specific dollar amount of participation by each D.B.E. firm included on its Schedule D. The total dollar commitment to proposed D.B.E. firms must at least equal the Specific Concession Agreement D.B.E. Goal.

All commitments made by the proposer's Schedule D must confirm to those presented in the submitted Schedule Cs.

Where Schedule Cs will be submitted after the date set for receipt of proposals, the proposer may submit a revised Schedule D (executed and notarized in triplicate) to conform with the Schedule Cs. Except in cases where substantial and documented justification is provided, proposers will not be allowed to reduce the dollar commitment made to any D.B.E. in order to achieve conformity between the Schedules C and D.

B. The submittals must have all blank spaces on the Schedule pages applicable to the subject specification correctly filled in.

C. Agreements between a proposer and a D.B.E. in which the D.B.E. promises not to provide subcontracting quotations to other proposers are prohibited.

D. During the period before award, the submitted documentation will be evaluated. Furthermore, the proposer agrees to give, upon request, earnest and prompt cooperation to the Purchasing Agent and/or Contract compliance Officer or authorized delegate in submitting to interviews that may be necessary, or in allowing entry to places of business or in providing further documentation, or in soliciting the cooperation of the proposed D.B.E. in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that a proposer's proposal contains an insufficient level of D.B.E. participation, or that the proposer was found to be unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

E. In cases where the City's review of a proposal concludes that the D.B.E. proposal was deficient, the proposer will be instructed to submit (within three (3) business days of such notice given by the City), a modification of the D.B.E. proposal, in proper format, which remedies all the deficiencies sited. The failure to correct all deficiencies as required by this section may result in a Purchasing Agent's determination that a proposal is "non-responsive". The Purchasing Agent shall have the discretion to apply suitable sanctions against any proposer who fails to comply with these requirements. Appropriate sanctions may include, without limitation, forfeiture of the proposal deposit, if any, rejection of the proposal, and suspension of the proposer's eligibility to enter into future contracting opportunities with the City.

F. Proposers will not be permitted to modify their D.B.E. proposals except insofar as dire ted to do so by the City. All terms and conditions stipulated for prospective D.B.E. subcontractors or suppliers therefore should be satisfactorily negotiated prior to the

submission to the City of the proposer's D.B.E. commitment as part of a proposer's proposal. If circumstances should arise, however, where a proposed D.B.E. becomes no longer available, the process described below in the section entitled VII. D.B.E. Substitutions and Waivers of Requirements should be followed.

G. When necessary in the interest of time, the City may treat as non-responsive a proposal instead of granting extended time for a proposer to replace D.B.E.s named in the proposer's proposal which were later determined to be ineligible or unavailable.

V.

Grant Of Relief For Proposers.

The following Regulations set forth the standards to be used in determining whether or not a reduction waiver of the Specific Concession Agreement D.B.E. Goal is appropriate. As explained above, no D.B.E. Concession Goal is set for this concession license agreement, unless contained elsewhere in this concession license agreement, since the goal is based on gross receipts of all airport concessions; however maximum participation by D.B.E.s in operating this concession is desired.

In the event a D.B.E. Concession Goal for this particular concession license agreement is provided for elsewhere in this agreement, the procedure set forth below for waiver of the Specific Concession Agreement D.B.E. Goal. In the event a proposer determines that it is unable to meet the Specific Concession Agreement D.B.E. Goal for a City concession license agreement, a written request for the reduction or waiver of the commitment must be included in the proposal. The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the D.B.E. percentages. The request must be submitted on the proposer's letterhead and must demonstrate that all required efforts as set forth in this document were taken to secure eligible D.B.E.s to meet the commitments. The purchasing Agent or designee shall determine whether the request for the reduction or waiver will be granted.

Proposers will be considered responsive to the terms and conditions of these Regulations if a waiver or reduction request and proof of notification to an assist agency is submitted at the time of proposal opening. Once the proposals have been opened, the most responsive and responsible proposer so deemed by the Purchasing Agent or authorized designee will have fourteen (14) calendar days to submit to the Department of Purchases complete documentation that adequately addresses the conditions for waiver or reduction described herein. Failure to submit documentation sufficient to support the waiver request may cause the proposal to be found non-

responsive by the Purchasing Agent, and the proposal will be rejected. In such cases the remedies to be taken by the Purchasing Agent, in his discretion, may include, but are not limited to, forfeiture of proposal deposit, negotiating with the next lowest proposer, or readvertising the proposal. All proposers are encouraged to submit all required documents at the time of proposal opening to expedite the contract award.

A. D.B.E. Participation.

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of partners of at least fifty percent (50%) (or at least five (5) when there are more than nine (9) certified firms in the commodity area of the appropriate certified D.B.E. firms to operate any part of the concession or to furnish any direct work, goods or services identified or related to the concession. Direct participation involves subcontracting a portion of the goods/services specifically required in the proposal. Documentation must include but is not necessarily limited to:

    a. a detailed statement of efforts to identify and select portions of the concession operation or the work, goods or services required for the concession for subcontracting to certified D.B.E. firms;

    b. a listing of all D.B.E. firms contacted that includes:

        i) names, addresses and telephone numbers of D.B.E. firms solicited;

        ii) date and time of contact;

        iii) method of contact (written, telephone, transmittal of facsimile documents, et cetera);

    c. copies of letters or any other evidence of mailing that substantiates outreach to D.B.E. operators or vendors that includes:

        i) project identification and location;

        ii) classification/commodity of work items for which quotations were sought;

iii) date, item and location for acceptance of subcontractor proposals;

iv) detailed statement which summarizes direct negotiations with appropriate D.B.E. firms for specific portions of the work and indicates why negotiations were unsuccessful;

v) affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve the Specific Concession Agreement D.B.E. goal by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on D.B.E. subcontractors for the type of work that was solicited.

Or

2. In the case of work, goods or services to be furnished for the concession, subcontractor participation will be deemed excessively costly when the D.B.E. subcontractor proposal exceeds the average price quoted by more than fifteen percent (15%). In order to establish that a subcontractor's quote is excessively costly, the proposer must provide the following information:

a. A detailed statement of the work identified for D.B.E. participation for which the proposer asserts the D.B.E. quote(s) were excessively costly (in excess of fifteen percent (15%) higher).

i) a listing of all potential subcontractors contacted for a quotation on that work item;

ii) prices quoted for the subcontract in question by all such potential subcontractors for that work item.

b. Other documentation which demonstrates to the satisfaction of the Purchasing Agent that the D.B.E. proposals are excessively costly, even though not in

excess of fifteen percent (15%) higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

i) the City's estimate for the work under a specific subcontract;

ii) The proposer's own estimate for the work under the subcontract;

iii) an average of the bona fide prices quoted for the subcontract;

iv) demonstrated increase in other contract costs as a result of subcontracting to the D.B.E..

B. Assist Agency Participation.

Every waiver and/or reduction request must include evidence that the Proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the D.B.E. business community.

The notice requirement of this section will be satisfied if a Proposer contacts at least one of the associations on Attachment A to these Regulations when the Concessionaire seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to proposal submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Purchasing Agent or Contract Compliance Administrator may contact the assist agency for verification of notification.

C. Impracticability.

1. If the Purchasing Agent determines that a lesser Specific Concession Agreement D.B.E. percentage standard is appropriate with respect to a particular concession agreement subject to competitive proposing prior to the bid solicitations for the concession agreement, proposal specifications shall include a statement of such revised standard.

2. The requirements set forth in these Regulations shall not apply where the Purchasing Agent determines that D.B.E. subcontractor participation is impracticable. This may occur whenever the Purchasing Agent determines that for reasons of time, need, industry practices or standards not previously known by the Purchasing Department Administrator, or such other extreme circumstances as may be deemed appropriate, such a waiver is in the best interest of the City. This determination may be made in connection with a particular concession agreement, whether before the contract is let for proposal, during the proposal or award process, before or during negotiation of the concession agreement, or during the performance of the agreement.

For all notifications required to be made by proposers, in situations where the Purchasing Agent has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI.

Reporting.

A. Operation Of Concession.

(1) The Concessionaire shall, within five (5) working days of receiving the awarded concession agreement, execute a formal subcontract with any D.B.E. subcontractor which was proposed to operate a portion of the concession.

(2) The Concessionaire shall file monthly D.B.E. utilization reports, together with its monthly concession license fee payment, delineating the D.B.E. contribution to Concessionaire's gross receipts for the month and cumulatively for the year-to-date. Each D.B.E. utilization report shall be signed by an authorized officer or representative of the Concessionaire and notarized.

B. Furnishing Of Work, Goods And Services.

(1) The Concessionaire shall, within five (5) working days of receiving the awarded concession agreement, execute a formal subcontract or purchase order with the D.B.E.s which were proposed all in accordance with the terms of the

Concessionaire's proposal and D.B.E. assurances, and shall promptly submit to the City at that time a copy of the D.B.E. subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the D.B.E.

(2) During the term of the concession agreement, the Concessionaire shall submit partial and final waivers of lien, where appropriate, from D.B.E. subcontractors which are drawn up to show the true, cumulative dollar amount of subcontractor payments made to date.

(3) The Concessionaire shall file regular D.B.E. utilization reports, on Purchases Form D.B.E. Status -- 1 entitled "Status Report of D.B.E. (Sub) Contract Payments". The Concessionaire shall present the notarized D.B.E. status form executed to reflect the current status of effective and projected payments to D.B.E.s.

VII.

D.B.E. Substitutions And Waivers Of Goals.

A. Arbitrary changes by the Concessionaire of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved D.B.E. sub-agreement, the Concessionaire shall thereafter neither terminate the sub-agreement, nor reduce the scope of the work to be performed by the D.B.E., nor decrease the price to or the level of participation of the D.B.E., without in each instance receiving the prior written approval of the City. In some cases, however, it may become necessary to substitute a new D.B.E. in order actually to fulfill the D.B.E. requirements. In such cases, the City must be given reasons justifying the release by the City of prior specific D.B.E. commitments established in the Concessionaire's D.B.E. proposal, and will need to review the eligibility of the D.B.E. presented as a substitute. The substitution procedure will be as follows:

(1) The Concessionaire must notify the Purchasing Agent immediately in writing of an apparent necessity to reduce or terminate a D.B.E. subcontract or joint venture and to propose a substitute firm for some phase of the operation or the work, if needed in order to sustain the fulfillment of the D.B.E. Concession Goal or the Specific Concession Agreement D.B.E. Goal.

(2) The Concessionaire's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following examples: a previously committed D.B.E. was found not to be able to perform, or not to be able to perform on time; a committed D.B.E. was found to be able to produce acceptable work; a committed D.B.E. was discovered later to be not bona fide; a D.B.E. previously committed at a given price later demands an unreasonable escalation of price.

The Concessionaire's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: a replacement firm has been recruited to perform the same work under terms more advantageous to the Concessionaire; issues about performance by the committed D.B.E. were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); a D.B.E. has requested reasonable price escalation which may be justified due to unforeseen circumstances.

(3) The Concessionaire's notification should include the name, address, and principal official of any proposed substitute D.B.E. and the dollar value and scope of work of the proposed subcontract. Attached should be all the same D.B.E. affidavits and documents, which are required of bidders, as enumerated above in Section IV. Procedure to Determine Bid/Proposal Compliance.

(4) The City will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.

(5) Actual substitution of a replacement D.B.E. to fulfill contract requirements should not be made before City approval is given of the acceptability of the substitute D.B.E.. A subcontract with the substitute D.B.E. subcontract must be executed within five (5) working days, and a copy of the D.B.E. subcontract with signatures of both parties to the agreement should be submitted immediately to the City.

B. After award of concession, no relief of the D.B.E. requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver or the D.B.E. requirements of this agreement

must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Concessionaire to locate specific firms, solicit D.B.E. bids, seek assistance from technical assistance agencies, etc., as outlined above in the section entitled Section V. Grant of Relief for Proposers.

C. In a case where an enterprise under contract was previously considered to be a D.B.E. but is later found not to be, or whose work is found not to be creditable toward D.B.E. goals fully as planned, the City will consider the following special criteria in evaluating a waiver request:

(1) Whether the Concessionaire was reasonable in believing the enterprise was a D.B.E. or that eligibility or "counting" standards were not being violated.

(2) The adequacy of unsuccessful efforts taken to obtain a substitute D.B.E. as outlined in the section entitled Section V. Grant of Relief for Proposers.

D. The Purchasing Agent solely will determine grants of waiver and all matters of D.B.E. compliance.

VIII.

Non-Compliance And Damages.

The following constitute a material breach of any concession agreement entered into of which these special conditions form a part and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the agreement, at law or in equity;

(1) Failure to satisfy the D.B.E. percentages required by the concession agreement; and

(2) The Concessionaire, joint venture or subcontractor is disqualified as a D.B.E., such status was a factor in concession award, and was misrepresented by the Concessionaire.

In the event that the Concessionaire is determined not to have been involved in any misrepresentation of the status of the disqualified joint venturer or subcontractor or supplier, the Concessionaire shall discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified D.B.E. as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be

jeopardized as a result of non-compliance. Payments due to the Concessionaire , if any, may be withheld until corrective action is taken.

In the event the Concessionaire has not complied with the contractual D.B.E. percentages, underutilization of identified D.B.E.s shall entitle the affected D.B.E.s to recover from the Concessionaire damages suffered by these D.B.E.s as a result of such underutilization. Therefore, the Concessionaire hereby agrees that any disputes between the Concessionaire and such affected D.B.E.s regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by prevailing D.B.E. in accordance with applicable City regulations. This provision is intended for the benefit of any D.B.E. affected by underutilization and grants them specific third party beneficiary rights. In cases where deemed appropriate by the Purchasing Agent, notification of a dispute by the affected D.B.E. or the Concessionaire may lead to the withholding of sums that the City may owe Concessionaire until the City receives a copy of the final arbitration decision, but in no event shall the Concessionaire be excused from making any payments due to the City during the pendency of a dispute.

IX.

Record Keeping.

The Concessionaire shall maintain records of all relevant data with respect to the utilization of D.B.E.s, retaining these records for a period of at least three (3) years after termination or expiration of the concession agreement. Concessionaire grants full access to these records to the City of Chicago, federal or state authorities, the U.S. Department of Justice, or any duly authorized representatives thereof.

X.

Assistance Agencies.

The following agencies are available to the prospective proposers for assistance:

Small business guaranteed loans; surety bond guarantees; 8(a) certification:

U.S. Small Business Administration
Chicago District Office
Suite 1250
500 West Madison Street
Chicago, Illinois 60661
Attention: Robert Conner
(312) 353-4528

S.B.A. -- Bond Guarantee Program/Surety Bond
Room 1975-S
300 South Riverside Plaza
Chicago, Illinois 60606-6611
Attention: Tony Zanetello
(312) 353-7331

S.B.A. -- Procurement Assistance
Room 1975-S
300 South Riverside Plaza
Chicago, Illinois 60606-6611
Attention: Robert P. Murphy
(312) 353-4503

Project information; general D.B.E. information; Directory of local and out-of-state construction and design D.B.E.s:

City of Chicago
Department of Purchases
Contract Monitoring and Compliance
Room 403
City Hall
Chicago, Illinois 60602
Attention: Carnice Carey
(312) 744-1895

City of Chicago
Department of Purchases
Contract Administration Division
Room 403
City Hall
Chicago, Illinois 60602
Attention: Diana Mingauw-Johnson
(312) 744-4926

Information on D.B.E. availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers Development Council, Inc.
9th Floor
15 West 39th Street
New York, New York 10018
Attention: Harriet R. Michell
(212) 944-2430

Chicago Regional Purchasing Council
Suite 725
36 South Wabash Avenue
Chicago, Illinois 60603
Attention: Maye Foster-Thompson
(312) 263-0105

Other Resources:

U.S. Department of Transportation
Minority Business Resource Center
Room 9410
400 7th Street SW
Washington, D.C. 20590
Attention: Wendell K. Harbour
(202) 366-2852 or (202) 266-4000

Illinois Department of
Commerce and Community
Affairs Small Business Office
Suite 3-340
100 West Randolph Street
Chicago, Illinois 60601
Attention: Mollie Cole
(312) 814-7176

National Association of Women
Business Owners
Chicago Chapter
Suite 300
200 North Michigan Avenue
Attention: Sharon Bennett
Chicago, Illinois 60603
(312) 541-1272

XI.

Concessionaire Assistance.

Concessionaires must themselves assist D.B.Es in overcoming barriers to program participation. The following instruments of assistance, for example, should be used as applicable:

A. Developing solicitations of subcontract proposals so as to increase potential D.B.E. participation. This can take the form of breaking down large subcontracts into small ones, and of issuing notice of solicitations in a timely manner.

B. Providing technical assistance and guidance in the proposing, estimating and scheduling processes;

C. Considering purchasing supplies and/or leasing the required equipment for a job, then subcontracting only for the expertise required to perform the work;

D. Providing accelerated payments or establishing pro-rated payment and delivery schedules so as to minimize cash flow problems faced by small firms;

E. Providing, waiving, or reducing subcontractor bonding requirements; allowing stage bonding (bonding carried over from one project state to the next); and

F. Providing a pre-bid conference for potential subcontractors.

In addition to the employment of minority and women business enterprises for construction work and materials, and goods and services directly used for the concession, the concessionaire should consider the utilization of D.B.E.s in fields indirectly related to management and concession contracts, baking, office equipment sales, vehicles sales, mechanical repair, legal and equipments sales, vehicles sales, mechanical repair, legal and accounting services, building security, graphics and advertising, et cetera.

XII.

Equal Employment Opportunity.

Compliance with D.B.E. Requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as specified elsewhere in the concession agreement and as they relate to Concessionaire and subcontractor obligations.

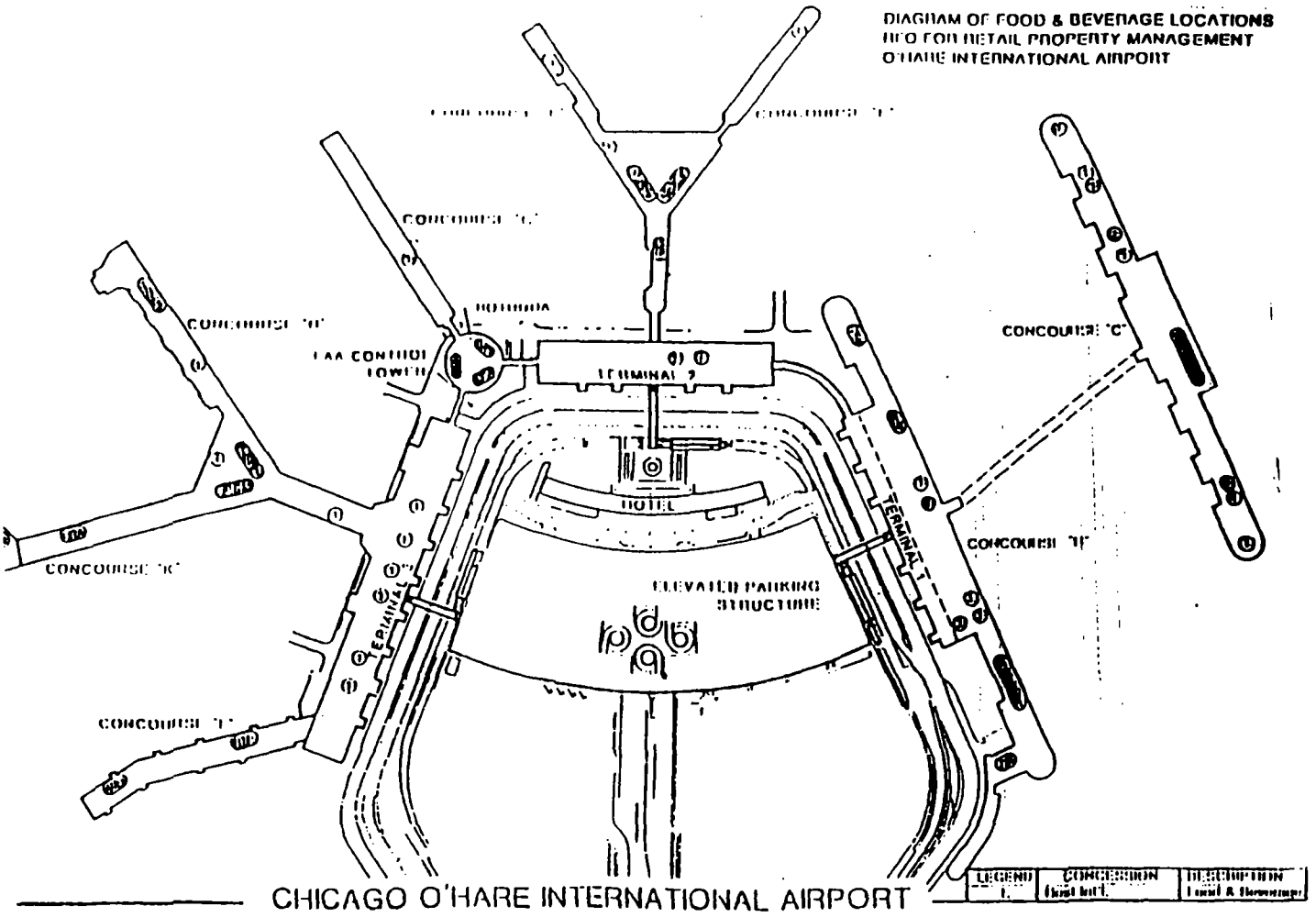
AGREED CALENDAR.

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 Haithcock, Troutman, Chandler and Laurino. The motion *Prevailed.*

(Continued on page 4943)

(Sub)Exhibit "A".
(To Lease Extension And Agreement)

Demised Premises.



(Continued from page 4941)

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Sponsored by the elected city officers named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MR. JOSEPH FERSTL.

WHEREAS, Joseph Ferstl departed this life on June 27, 1995, at the age of sixty-six; and

WHEREAS, Mr. Ferstl enjoyed a distinguished career in journalism, spanning over five decades; and

WHEREAS, In 1939 Mr. Ferstl began working as a newsboy for Pulitzer/Lerner Newspapers, publishers of local newspapers throughout the Chicago area, and he remained with the company until his retirement in 1993; and

WHEREAS, During his fifty-four years with Pulitzer/Lerner Newspapers, Mr. Ferstl worked in every department, serving at various times as circulation manager, display manager, director of advertising, assistant publisher, and finally as executive vice-president; and

WHEREAS, Mr. Ferstl was past president of the Illinois Press Association and was also active in the Cook County Suburban Publishers Association; and

WHEREAS, Mr. Ferstl is survived by his wife, Lois; his son, John; and his daughter, Carol Ann Kaiser; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirteenth day of July, 1995, do hereby honor the memory of Joseph Ferstl for his many accomplishments and contributions to the people of Chicago; and

Be It Further Resolved, That we share the sorrow of the Ferstl family, and extend our heartfelt condolences on their loss; and

Be It Further Resolved, That suitable copies of this resolution be presented to Mr. Ferstl's family as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MS. IDA GREATHOUSE.

WHEREAS, Ida Greathouse, an advocate for greater compassion, understanding and support for people living with HIV and AIDS, died on June 17, 1995, at the age of forty-two; and

WHEREAS, After being diagnosed as HIV-positive in 1984, Ms. Greathouse became aware of the impact of HIV and AIDS not only on those infected, but also on their families and loved ones; and

WHEREAS, Ms. Greathouse turned her knowledge to concern and turned her concern to action on behalf of all people touched by HIV and AIDS, speaking out in every available forum for greater understanding and support; and

WHEREAS, Ms. Greathouse was especially interested in housing opportunities for persons affected by HIV and AIDS, and lobbied state and local governments to increase their knowledge of and response to this serious need; and

WHEREAS, Ms. Greathouse was a founding member of the People with Immune System Disorders (PISD) Caucus, which provides a voice for those living with HIV and AIDS; and

WHEREAS, Ms. Greathouse's persistent efforts led to the tripling of the state's spending on AIDS; and

WHEREAS, Ms. Greathouse's effectiveness as an advocate led to her appointment to the board of the Cook County Fantus Clinic as well as to the Mayor's HIV planning council; and

WHEREAS, Ms. Greathouse is survived by her son, her mother and two sisters; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirteenth day of July, 1995, do hereby honor the life and memory of Ida Greathouse; and

Be It Further Resolved, That we share the sorrow of Ms. Greathouse's family, and extend our heartfelt condolences on their loss; and

Be It Further Resolved, That suitable copies of this resolution be presented to Ms. Greathouse's family as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MR. PING TOM.

WHEREAS, Ping Tom, a prominent businessman and a leader of Chicago's Asian community, died July 7, 1995, at the age of sixty; and

WHEREAS, Mr. Tom was born in the Chinatown neighborhood and attended local schools, receiving degrees in economics and law from Northwestern University; and

WHEREAS, Mr. Tom was involved in several successful business enterprises, serving as president of Mah Chena Corp., the Chinese Trading Co., the Chinese Noodle Manufacturing Co., Lekel Chop Suey Pail Co. and Griesbaum Meat Co.; and

WHEREAS, Mr. Tom also used his business experience and skills for the improvement of his community, serving as founding president of the Chicago Chinatown Chamber of Commerce. In that capacity he negotiated for the lease of state-owned property to provide additional parking to allow the economic expansion of Chinatown; and

WHEREAS, He also was president of the Chinese American Development Corporation, developer of the Chinatown Square commercial and residential project, the first physical expansion of Chinatown in decades; and

WHEREAS, Mr. Tom was also active in public affairs and cultural activities, serving as a member of the Economic Club of Chicago and the

Near South Planning Board and as a trustee of the Lincoln Academy of Illinois, WTTW-Channel 11 and the Adler Planetarium; and

WHEREAS, Mr. Tom also devoted his boundless energy, business sense and leadership skills to governmental activity by his service on various state and local boards and commissions, including the Metropolitan Pier and Exposition Authority, the Chicago Economic Development Commission, the Illinois Finance Development Authority and the Chicago Private Industry Council; and

WHEREAS, Because of his many talents, Mr. Tom was also a trusted advisor to public officials, including former Governor James R. Thompson, Governor Jim Edgar, the late Mayor Harold Washington, and Mayor Richard M. Daley; and

WHEREAS, Mr. Tom's devotion to Chicago, expreseed through his genererous application of energy for the improvement of his City, are an inspiration to all Chicagoans; and

WHEREAS, Mr. Tom is survived by his wife, Valerie; two sons, Darryl and Curtis; and five sisters; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirteenth day of July, 1995, do hereby honor the memory of Ping Tom for his many accomplishments and contributions to the people of Chicago; and

Be It Further Resolved, That we share the sorrow of the Tom family, and extend our heartfelt condolences on their loss; and

Be It Further Resolved, That suitable copies of this resolution be presented to Mr. Tom's family as a sign of our sympathy and good wishes.

EXPRESSION OF GRATITUDE EXTENDED TO MR. TIMOTHY F. DEGNAN FOR HIS DEDICATION AND SERVICE TO CITY OF CHICAGO.

WHEREAS, Timothy F. Degnan, director of the Mayor's Office of Legislative Liaison and Intergovernmental Affairs, has announced his intention to depart government for private industry; and

WHEREAS, Mr. Degnan has served in his current capacity since May, 1989, managing the legislative agenda of the Mayor in the City Council and

advancing and protecting the City's interests in the United States Congress and the Illinois General Assembly; and

WHEREAS, Mr. Degnan arrived in his current position eminently prepared, through his prior experience as state senator, commissioner of Streets and Sanitation and director of the City's Data Center; and

WHEREAS, Mr. Degnan has earned the respect of state and federal legislators, aldermen and department heads for his organizational skills, his knowledge of governmental issues, his loyalty and determination, and his trustworthiness; and

WHEREAS, Mr. Degnan has never been one to seek public acclaim or praise for his work, and thus the people of Chicago are not fully aware of the significance of his contributions; and

WHEREAS, It is especially appropriate to recognize Mr. Degnan's abilities and contributions to city government before his departure; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this thirteenth day of July, 1995, do hereby express our gratitude to Timothy F. Degnan for his years of excellent service to the people of Chicago, and we wish him health and every success in his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Degnan as a token of our esteem.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

COMMENDATIONS EXTENDED TO HOUSTON AND DORSEY FAMILIES ON FOUR GENERATIONS OF SIGNIFICANT CONTRIBUTIONS.

WHEREAS, The Dorsey and Houston families have a proud history of service to our nation and this City spanning five generations; and

WHEREAS, The Dorsey family can trace its roots in America to North Carolina before migrating to Missouri and assimilating with members of the Blackfoot Tribe; and

WHEREAS, The maternal side of the Dorsey family was brought to the town of Dover, Missouri by a Dutch slave trader over one hundred years ago; and

WHEREAS, John and Eliveru Houston originally entered the State of Missouri in 1844 as a "free couple"; and

WHEREAS, Members from the third generation of Houstons and Dorseys migrated to such urban centers as Kansas City, St. Louis and Chicago to make a better life for themselves and their families; and

WHEREAS, One of those members was Emily Dorsey, daughter of Andrew Dorsey. She came to Chicago after attending Lincoln University; and

WHEREAS, A fourth generation of Houstons and Dorseys met the opportunities of the improved civil rights of the 1960s with tremendous success; and

WHEREAS, This generation of Dorseys and Houstons have become executive bankers, deans of universities, councilmen, news anchors, professional athletes, coaches, architects, teachers, nurses, school superintendents and business owners; and

WHEREAS, This generation of Houstons and Dorseys represents the personification of the ability to overcome challenges and make a lasting impact upon the history of our nation and our City; now, therefore,

Be It Resolved, That the City Council of the City of Chicago formally commends the numerous members of the Houston and Dorsey families who have, for four generations, made significant contributions to our country and our City.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

TRIBUTE TO LATE MR. REGINALD WILLIAMSON.

WHEREAS, Reginald Williamson was a long time Chicago resident who was a nursing administrator at Provident Hospital from 1993 until his death; and

WHEREAS, Reginald Williamson also worked as a supervisor at Saint Bernard's Hospital and at Blue Cross/Blue Shield; and

WHEREAS, Reginald Williamson was committed to quality patient care and to Provident Hospital, serving as a mentor to staff at all levels; and

WHEREAS, Reginald Williamson trained health professionals, teaching classes for nurses aides, and nurses technician programs at Olive-Harvey College; and

WHEREAS, Reginald Williamson was highly regarded by his friends, colleagues, and students; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this thirteenth day of July, nineteen hundred and ninety-five, do hereby express our deepest sorrow at the passing of Reginald Williamson, and do also extend our sympathy to his mother, Alberta Williamson and his brother, Euclid Williamson, on the occasion of their profound loss. Mr. Reginald Williamson 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 Reginald Williamson.

GRATITUDE EXTENDED TO MRS. ESTHER THOMPSON FOR HER DEDICATED SERVICE TO CITY OF CHICAGO.

WHEREAS, Esther Thompson was a founding member of the S.C.L.C. Operation Breadbasket usherboard and the current Operation P.U.S.H. usherboard; and

WHEREAS, Esther Thompson, as a volunteer, has traveled to forty states, attended over twenty-five organizational conventions, two presidential conventions, and numerous marches, including the twenty-fifth anniversary of Dr. King's march on Washington, with the Reverend Jesse L. Jackson; and

WHEREAS, Esther Thompson has been employed by Oak Forest Hospital for thirty years and is the leader of Local 73 of the Service Employees International Union (S.E.I.U.) at that hospital; and

WHEREAS, Esther Thompson has been married to her husband, Leroy Thompson, for over fifty years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, nineteen hundred and ninety-five, do hereby extend our deepest appreciation to Esther Thompson for her dedicated service to the people of the City of Chicago; and

Be It Further Resolved, That we commend dedicated citizens like Esther Thompson, who commit their energies and time to making Chicago a better place to live; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Esther Thompson.

Presented by

ALDERMAN BEAVERS (7th Ward):

RECOGNITION OF MR. BEN AMMI BEN-ISRAEL, SPIRITUAL LEADER OF AFRICAN-HEBREW ISRAELITE COMMUNITY OF JERUSALEM, ON HIS RETURN TO UNITED STATES.

WHEREAS, Ben Ammi Ben-Israel, who is revered as the spiritual leader of the African-Hebrew Israelite Community of Jerusalem, is returning to his native America after more than twenty-three years outside the United States; and

WHEREAS, An effective leader with uncommon vision, Ben Ammi Ben-Israel, saw the growth of the African-Hebrew Israelite Community to some two thousand former African-Americans in Israel and the development of a holistic society that is renowned for its freedom from drug abuse, violence and crime; and

WHEREAS, The African-Hebrew Israelite Community of Jerusalem is widely respected for its emphases on education, diet, health care, music, family and race relations, and its Dimona community is a center for visitors from all over the world, including political, academic and religious leaders; and

WHEREAS, Ben Ammi Ben-Israel, exemplifies the most constructive qualities of leadership and inspiration; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, 1995, A.D., do hereby pay tribute to Ben Ammi Ben-Israel, spiritual leader of the African-Hebrew Israelite Community of Jerusalem, as he returns to the United States after a twenty-three year absence, and we commend his example and extend best wishes for his continuing influence and inspiration; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ben Ammi Ben-Israel.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MR. JOHN JACOB DYE.

WHEREAS, God in his infinite wisdom has called to his eternal reward John Jacob Dye, beloved citizen and friend; and

WHEREAS, Born November 11, 1918 in Elbertson, Georgia, John Jacob Dye was raised in Pennsylvania, served his country honorably in the United States Army from 1941 to 1946, and later moved to Chicago. He married the former Catherine Hood, August 14, 1964; and

WHEREAS, John Jacob Dye was employed as a civilian at the United States Army Reserve for thirty-five years until his retirement in 1978, and was a longtime, devoted member of Martin Temple African Methodist Episcopal Zion Church; and

WHEREAS, John Jacob Dye leaves to mourn his loving wife, one step-daughter, a sister and many other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, 1995, A.D., do hereby express our sorrow on the passing of John Jacob Dye, 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. John Jacob Dye.

TRIBUTE TO LATE MR. CLAYTON RAYMOND TIDWELL.

WHEREAS, God in his infinite wisdom has called to his eternal reward a beloved citizen and friend, Clayton Raymond Tidwell, July 1, 1995; and

WHEREAS, Clayton Raymond Tidwell was born December 19, 1918, in Mt. Pleasant, Tennessee, and came with his family to Chicago shortly thereafter. While attending Englewood High School he met and later married his lifelong sweetheart, the former Eleanor Parker. He served his country honorably in the United States Navy throughout World War II; and

WHEREAS, A loyal and energetic public servant, Clayton Raymond Tidwell served the public at various times as a policeman, a postal worker and a longshoreman; and

WHEREAS, Clayton Raymond Tidwell was an outstanding family man and leaves to mourn his loving wife of fifty-four years, Eleanor, their five children, grandchildren, great-grandchildren, 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 thirteenth day of July, 1995, A.D., do hereby express our sorrow on the passing of Clayton Raymond Tidwell, 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. Clayton Raymond Tidwell and family.

CONGRATULATIONS EXTENDED TO MR. CLAUDE WYATT ON HIS FIFTIETH ANNIVERSARY IN MUSIC MINISTRY.

WHEREAS, His many friends and colleagues are gathering July 23, 1995, to help Claude "De De" Wyatt -- choir director, singer, composer and arranger -- celebrate his birthday and his fiftieth anniversary in the music ministry, the last twenty-five of which he has been director of music for Vernon Park Church of God; and

WHEREAS, Claude "De De" Wyatt was born July 21, 1942, the son of Reverend Claude S. Wyatt, Jr., and the Reverend Addie L. Wyatt. He entered the music ministry at the age of three years and has since grown to become one of Chicago's most famous and respected musicians. One of his

proudest moments was being the featured artist for the Harold Washington Mayoral Announcement Rally, and he has also been featured in other historical presentations, many of which have reached a large public through radio and television; and

WHEREAS, The father of three and grandfather of eight, Claude "De De" Wyatt represents the solidity and strength of family continuity; and

WHEREAS, Claude "De De" Wyatt has also devoted much time and energy to the service of the public. He currently serves as an investigator for the Chicago Board of Election Commission, was once director of student affairs and counselor for Marion Business College, and has broadened his perspective by graduating from the Worsham Mortuary College of Funeral Directing and Embalming. He is truly a "Renaissance Man"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, 1995, A.D., do hereby join in the celebration of Claude "De De" Wyatt's golden anniversary in the music ministry, and extend to this fine citizen and musician 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 Claude "De De" Wyatt.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MRS. CHARLOTTE BERK.

WHEREAS, Charlotte "Chuckie" Berk (nee Jacobson) passed away on Wednesday, June 7, 1995, at the age of eighty-one; and

WHEREAS, Charlotte Berk, beloved wife for sixty years of Dr. Ralph Berk; and

WHEREAS, Charlotte Berk, loving mother of Alan (Bonnie); and

WHEREAS, Charlotte Berk, adored grandmother of Adam; and

WHEREAS, Charlotte Berk, dear sister of Alice (the late Gilbert) Seidman; and

WHEREAS, Charlotte Berk, cherished sister-in-law of Esther (the late Daniel) Scott and the late Beatrice (the late Dr. Henry) Knight; and

WHEREAS, A treasured friend of many and a good neighbor to all, Charlotte "Chuckie" Berk will be greatly missed by her 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 thirteenth day of July in 1995, do hereby extend to the family of the late Charlotte Berk 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 Charlotte Berk.

TRIBUTE TO LATE MS. DIANE K. DEVER.

WHEREAS, Diane K. Dever passed away on Monday, June 5, 1995, at the age of fifty-one; and

WHEREAS, Diane K. Dever, beloved wife of Martin J.; and

WHEREAS, Diane K. Dever, loving mother of Nick (Dawn), Angela (Pearse) Tormey, Christopher, Joseph, Barry (Gina) and Daniel; and

WHEREAS, Diane K. Dever, dearest grandmother of Nicholas, Nicole and Stephanie; and

WHEREAS, Diane K. Dever, dear sister of Sandra (Uncle Ray) Sutter, Pat (Bill) Sheehan and Marilyn (Wayne) Jeske; and

WHEREAS, Diane K. Dever, fond aunt and cousin of many; and

WHEREAS, Diane K. Dever, born in the 11th Ward's Canaryville community and lifelong resident of the Bridgeport community; and

WHEREAS, Diane K. Dever, former restauranteur who operated Diane's Place, a popular south side eatery; and

WHEREAS, A cherished friend of many and a good neighbor to all, Diane K. Dever will be greatly missed by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July in 1995, do hereby extend to the family of the late Diane K. Dever 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 Diane K. Dever.

TRIBUTE TO LATE REVEREND RICHARD M. DODARO.

WHEREAS, Reverend Richard M. Dodaro passed away on Wednesday, June 21, 1995, at the age of fifty-two; and

WHEREAS, Reverend Richard M. Dodaro, pastor of All Saints-Saint Anthony Church; and

WHEREAS, Reverend Richard M. Dodaro, dear son of America (nee Perelli) and Warren Freeman, Sr. and the late Frank Dodaro; and

WHEREAS, Reverend Richard M. Dodaro, beloved brother of Dolores (David George) Hornbeck; and

WHEREAS, Reverend Richard M. Dodaro, cherished uncle of David Richard and Stephen Michael; and

WHEREAS, Reverend Richard M. Dodaro, fond nephew and cousin of many; and

WHEREAS, Reverend Richard M. Dodaro, instrument of God's grace to his people, who faithfully executed the sacred responsibility of the priesthood for over twenty-five years; and

WHEREAS, A cherished friend of many and a good neighbor to all, Reverend Richard M. Dodaro will be greatly missed by his many family members, friends, associates and parishioners; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July in 1995, do hereby extend to the family of the late Reverend Richard M. Dodaro 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 Reverend Richard M. Dodaro.

TRIBUTE TO LATE MRS. PATRICIA A. DONEGAN.

WHEREAS, Patricia A. Donegan (nee Drinane) passed away on Monday, June 19, 1995, at the age of fifty-two; and

WHEREAS, Patricia A. Donegan, beloved wife of Francis, Lieutenant, Chicago Fire Department; and

WHEREAS, Patricia A. Donegan, loving mother of Thomas; and

WHEREAS, Patricia A. Donegan, devoted daughter of Anne (nee Mullee) and the late Edward "Lefty" Drinane; and

WHEREAS, Patricia A. Donegan, dear sister of Joanne (George) Vastine, Edward (Gerry), Barbara Bauman, Richard (Debra), Robert (Maureen) and the late Deborah; and

WHEREAS, Patricia A. Donegan, fond aunt of many nieces and nephews; and

WHEREAS, Patricia A. Donegan, employee, the Greater Chicago Safety Council; and

WHEREAS, Patricia A. Donegan, member, Saint Gabriel's Women's Club; and

WHEREAS, A cherished friend of many and good neighbor to all, Patricia A. Donegan will be greatly missed by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July in 1995, do hereby extend to the family of the late Patricia A. Donegan 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 Patricia A. Donegan.

TRIBUTE TO LATE MS. DEBORAH LYNN KILROY.

WHEREAS, Deborah Lynn Kilroy passed away on Tuesday, July 4, 1995, at the age of forty-three; and

WHEREAS, Deborah Lynn Kilroy, devoted daughter of William A. Kilroy, Sr. and the late Beatrice "BeBe" Ryan Kilroy; and

WHEREAS, Deborah Lynn Kilroy, cherished sister of William A., Jr., C.P.D., Ryan P. (Dawn), Keith C. (Maline) and Michael C. (Christine); and

WHEREAS, Deborah Lynn Kilroy, loving aunt of Casey, Kevin and Mary Kate; and

WHEREAS, Deborah Lynn Kilroy, dear niece of Rita (the late Harold) Rayl, Patrick (Sandy) Ryan, the late Grace (Marvin) Lambert, and the late Margaret Dill; and

WHEREAS, Deborah Lynn Kilroy, loving cousin to many; and

WHEREAS, A cherished friend of many, including Elaine, John, Laurie and Evan Jaramillo and Donna Giambarberee, as well as a good neighbor to all, Deborah Lynn Kilroy will be greatly missed by all who knew her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, 1995, do hereby extend to the family of the late Deborah Lynn Kilroy our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Deborah Lynn Kilroy.

TRIBUTE TO LATE MS. LOTTIE B. KOZIEL.

WHEREAS, Lottie B. Koziel (nee Dziencielewski) passed away on Monday, June 26, 1995, at the age of eighty-three; and

WHEREAS, Lottie B. Koziel, beloved wife of the late Stanley; and

WHEREAS, Lottie B. Koziel, loving mother of Elaine Pettke, Ronald "Kozy" (Barbara), Nancy (Wayne) Brongel, and Jim; and

WHEREAS, Lottie B. Koziel, dear grandmother of Paul, Martin and Christopher; and

WHEREAS, Lottie B. Koziel, fond sister of John (Marie), Ginger, Sophie (Joseph) Walczak, Stella (Smitty) Somora, Virginia (George) Korwin, Alice

(the late Joseph) Gierut, Mary (Stanley) Kuta and the late Sally Olivares; and

WHEREAS, Lottie B. Koziel, fond aunt of many nieces and nephews; and

WHEREAS, Lottie B. Koziel, member, Chicago Area Bicycle Dealers Association, Our Lady of Good Counsel Ladies Guild, Our Lady of Good Counsel Seniors and Saints Peter and Paul Friendship Club; and

WHEREAS, A cherished friend of many and a good neighbor to all, Lottie B. Koziel will be greatly missed by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July in 1995, do hereby extend to the family of the late Lottie B. Koziel 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 Lottie B. Koziel.

TRIBUTE TO LATE MS. MARY QUINLAIN MC HUGH.

WHEREAS, Mary "Sis" Quinlain McHugh passed away on Friday, June 23, 1995, at the age of fifty-seven; and

WHEREAS, Mary "Sis" Quinlain McHugh, dearly beloved wife of the late James McHugh; and

WHEREAS, Mary "Sis" Quinlain McHugh, devoted mother of James (Barbara), Michael, Marty (Ruth Fahey), Brian, Kathy (Gary) Adcock, Daniel (Nancy), John (Jeanine) and Donald; and

WHEREAS, Mary "Sis" Quinlain McHugh, loving grandmother of eleven; and

WHEREAS, Mary "Sis" Quinlain McHugh, dear sister of William, Patricia Bunkus, Donald, Dan, Jean Cinnerella, Thomas, Janet O'Connell, Patrick and the late John and Dennie; and

WHEREAS, Mary "Sis" Quinlain McHugh, fond aunt of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Mary "Sis" Quinlain McHugh will be greatly missed by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July in 1995, do hereby extend to the family of the late Mary "Sis" Quinlain McHugh 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 Mary "Sis" Quinlain McHugh.

TRIBUTE TO LATE MR. PING TOM.

WHEREAS, Ping Tom passed away on Friday, July 7, 1995, at the age of sixty; and

WHEREAS, Ping Tom, beloved husband of Valerie; and

WHEREAS, Ping Tom, loving father of Darryl and Curtis; and

WHEREAS, Ping Tom, widely respected civic and business leader, community advocate and government advisor; and

WHEREAS, Ping Tom, founder and president of the Chinese American Development Corporation and founder and past president of the Chicago Chinatown Chamber of Commerce; and

WHEREAS, Ping Tom, president of Mah Chena Corporation; Chinese Trading Company; Chinese Noodle Manufacturing Company; Lekel Chop Suey Pail Company; and Griesbaum Meat Company; and

WHEREAS, Ping Tom, member, Economic Club of Chicago and Near South Planning Board; and

WHEREAS, Ping Tom, trustee, Lincoln Academy of Illinois; WTTW-Channel 11; and the Adler Planetarium; and

WHEREAS, Ping Tom, board member, Metropolitan Pier and Exposition Authority; 1990 Governor Jim Edgar Transition Team; Chicago Economic Development Commission; Illinois Finance Development Authority; and Chicago Private Industry Council; and

WHEREAS, A cherished friend of many and a good neighbor to all, Ping Tom will be greatly missed by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July in 1995, do hereby extend to the family of the late Ping Tom and Chicago's Asian American community 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 Ping Tom.

CONGRATULATIONS EXTENDED TO MR. PAUL W. BONOMA ON HIS RETIREMENT FROM CHICAGO WATER DEPARTMENT.

WHEREAS, Paul W. Bonoma has retired from the City of Chicago after thirty-five years of service; and

WHEREAS, At the time of his retirement, Paul W. Bonoma was the chief plumbing inspector for the Chicago Water Department; and

WHEREAS, Prior to his promotion to chief plumbing inspector Paul W. Bonoma served as a plumbing inspector for the Chicago Water Department; and

WHEREAS, Paul W. Bonoma is a member in good standing of the Chicago Journeymen Plumbers Local Union 130; and

WHEREAS, Paul W. Bonoma is a lifelong resident of the 11th Ward's Bridgeport community, as well as a member of Nativity of Our Lord Parish; and

WHEREAS, Paul W. Bonoma is a loyal and dedicated member of the 11th Ward Regular Democratic Organization, currently serving as the captain of the 11th Ward's 3rd Precinct; and

WHEREAS, Paul W. Bonoma was honored at a retirement party on July 12, 1995, at Connie's Pizza, where he was joined by his wife, Roseanne; his daughter, Debbie Donovan and her husband, Kevin; his son, David and his wife, Mary Kay, and their daughters Grace, Elizabeth and Molly; and his son, Paul and his wife, Julie, and their son, Cody; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July in 1995, do hereby extend to Paul W. Bonoma our heartiest congratulations upon his retirement from the City of Chicago's Water Department, and offer him our best wishes for good health and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Paul W. Bonoma.

CONGRATULATIONS EXTENDED TO MR. AND MRS. DENNIS RAYL ON THEIR TWENTY-FIFTH WEDDING ANNIVERSARY.

WHEREAS, Jacqueline and Dennis Rayl will celebrate their twenty-fifth wedding anniversary on July 19, 1995; and

WHEREAS, Dennis Rayl and the former Jacqueline Murphy were married at Nativity of Our Lord Church on July 19, 1970; and

WHEREAS, Their twenty-five years of married life have produced a loving and close family consisting of their son, Murphy, and their daughter, Megan; and

WHEREAS, Throughout their children's youth, Jacqueline and Dennis Rayl worked hard to provide them with a loving and supportive environment; and

WHEREAS, Residents of the 11th Ward's Bridgeport community, Jacqueline and Dennis Rayl are devout members of Nativity of Our Lord Parish; and

WHEREAS, Dennis Rayl is a member of the Hamburg Club, where a party in his and Jacqueline's honor will be hosted by their son, Murphy, on Friday, July 14, 1995; and

WHEREAS, Jacqueline and Dennis Rayl have passed twenty-five years of married life in loving and consistent devotion to one another, truly exemplifying the spirit of the Sacrament of Marriage, and serving as a model of inspiration to their children; and

WHEREAS, Jacqueline and Dennis Rayl are richly deserving of the fond and warm wishes of all who know them as they mark this marital milestone of their silver anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July in 1995, do hereby extend our heartiest congratulations to Jacqueline and Dennis Rayl upon the twenty-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 Jacqueline and Dennis Rayl.

Presented By

ALDERMAN OLIVIO (13th Ward):

CONGRATULATIONS EXTENDED TO SERGEANT EDWARD R. KODATT, SR. ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Sergeant Edward R. Kodatt, Sr. announced his retirement from the Chicago Police Department after thirty-eight years of service; and

WHEREAS, The Chicago City Council has been informed of this momentous event by Alderman Frank J. Olivio; and

WHEREAS, Sergeant Kodatt joined the Chicago Police Department on July 1, 1957, was promoted to detective in 1980 and became sergeant in 1986; and

WHEREAS, Sergeant Kodatt received seven department commendations for exceptional professional skills and conduct in investigations which resulted in felony arrests and fifty-seven honorable mentions for professional performance and conduct, as well as letters of commendation from law enforcement personnel and private citizens alike; and

WHEREAS, Sergeant Kodatt also conducted applied psychology workshops for the City Colleges of Chicago at the Police Academy for fourteen years; and

WHEREAS, Sergeant Kodatt has served his community well and is a member of the Elks, Moose and American Legion. He was instrumental in developing Midway Boys Baseball, was a coach in West Lawn Little League for ten years and served as vice president of the league for two years; and

WHEREAS, Sergeant Kodatt's dedication and loyalty will serve as an example to all; and

WHEREAS, Throughout his long and distinguished career, Sergeant Kodatt has exhibited the utmost integrity and bravery; and

WHEREAS, Through his hard work, sacrifice and dedication, Sergeant Kodatt has proven himself to be a man 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 thirteenth day of July, 1995, do hereby congratulate Sergeant Edward R. Kodatt, Sr. on his retirement from the Chicago Police Department, after thirty-eight years of service; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sergeant Edward R. Kodatt, Sr..

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. ROBERT L. ADLER.

WHEREAS, Robert L. Adler has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As chairman of the Jewish Community Relations Council of the Jewish United Fund, Robert L. Adler served with distinction and devotion; and

WHEREAS, For more than three decades, Robert L. Adler worked with Associated Agencies in the position of both president and chief executive officer; and

WHEREAS, At the time of his death, Robert L. Adler was chairman of the Jewish United Fund's Jewish Community Relations Council; and

WHEREAS, Throughout his life, Robert L. Adler unselfishly gave leadership to Jewish community affairs on the local, national and international level; and

WHEREAS, In 1987, Robert L. Adler, a resident of Hyde Park, was elected to the Chicago Senior Citizens Hall of Fame; and

WHEREAS, During the Second World War, Robert L. Adler served his country as a colonel with the United States Army in North Africa, Italy, France and Germany, receiving the Bronze Star with Oak Leaf Cluster; and

WHEREAS, Throughout his life, Robert L. Adler was a model of enterprise, dedication and grace, serving the causes of justice and charity without cost; and

WHEREAS, Robert L. Adler imparts a legacy of love and devotion to his wife, Jean, his two daughters, Sandi Kaplan and Ruth Goodman, his son, Steven, and his eight grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate Robert L. Adler for his gracious 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 L. Adler.

TRIBUTE TO LATE MR. ROBERT ANDERSON.

WHEREAS, Robert Anderson has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, During the "Golden Age of Gospel" of the 1930s and 1940s, Robert Anderson was the most highly regarded male singer; and

WHEREAS, The music of Robert Anderson gave a message of joy and redemption; and

WHEREAS, In the world of gospel music Robert Anderson came to be known as "America's Foremost Gospel Singer" and "The Bing Crosby of Soul"; and

WHEREAS, At many Chicago area churches, Robert Anderson was a pianist, composer, teacher, music publisher and choral director; and

WHEREAS, The Smithsonian Institution inducted Robert Anderson in the Gospel Hall of Fame in 1988; and

WHEREAS, The Robert Anderson Singers were established by Robert Anderson, raising the praise of God and the hearts of all who heard them; and

WHEREAS, With grace and prayerful style, Robert Anderson filled the City of Chicago with the words of holiness and joy; and

WHEREAS, To his son, Robert, Jr., and his five grandchildren, Robert Anderson leaves a legacy of devotion, spirit and hope that lets them hear the angels sing; and

WHEREAS, The burdens and weariness of life were lifted for countless Chicagoans by the faith, artistry and style of Robert Anderson; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate Robert Anderson for his gracefilled 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 Anderson.

TRIBUTE TO LATE MR. HARRY CHERNIN.

WHEREAS, Harry Chernin has been called to eternal life by the wisdom of God at the full age of ninety-five; and

WHEREAS, The City of Chicago has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Chernin was co-founder of the Chernin's shoe store chain, affectionately becoming known as "the Shoe King of Chicago"; and

WHEREAS, As a Chicago pioneer in the field of discount shoe retailing, Mr. Chernin took a small shoe store at 606 West Roosevelt Road and expanded it, with the help of family members into a successful chain of fourteen Chicago area stores; and

WHEREAS, Mr. Chernin retired from this family-run business in 1975; and

WHEREAS, Engaging in generous philanthropy, Mr. Chernin provided seed money for the creation of the Harry Chernin Skilled Nursing section of the Miami Jewish Home, and assisted with further fund-raising for the facility; and

WHEREAS, As a member of its board of directors, Mr. Chernin also supported the work of the Mount Sinai Hospital in Florida; and

WHEREAS, The legacy of Mr. Chernin's enterprise, charity and devotion shall serve as an example to all; and

WHEREAS, The expansive and cherished love of life which Mr. Chernin lived endeared him to family members, friends, and all persons who knew him, and enabled him to enrich their lives in memorable ways; and

WHEREAS, Mr. Chernin, a devoted husband to his wife, Lucille, a loving father to his two daughters, Myrna Lord and Barbara Feldman, passed on to them the talents and gifts which he possessed in abundant portions; and

WHEREAS, The memory of his character, compassion and wisdom will live on in those who loved him and were loved by him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate Harry Chernin 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 Harry Chernin.

TRIBUTE TO LATE MR. SAM CIRONE.

WHEREAS, Sam Cirone has been called to eternal life by the wisdom of God 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, Lieutenant Sam Cirone retired in 1990 after thirty years of distinguished service with the Chicago Police Department; and

WHEREAS, As a member of a special burglary detail based at 11th and State Sam Cirone worked on many high-profile cases; and

WHEREAS, Relentless dedication to police work often led to the apprehension and arrest, by Sam Cirone, of criminals who had taken flight from Chicago; and

WHEREAS, An addition to the special burglary detail, Sam Cirone served the City of Chicago with distinction in the 5th, 6th, 23rd and 24th districts; and

WHEREAS, Sam Cirone served his country with honor as a member of the United States Army; and

WHEREAS, To his widow, Licia, his daughters, Nancy Bowyer and Gina, his three sons, James, David and Sam III, his brother, Frank Nocita, C.P.D., and six grandchildren, Sam Cirone leaves a legacy of service, dignity, dedication and grace; and

WHEREAS, Sam Cirone will be deeply missed by all whom he loved and all who loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate Sam Cirone for his fruitful life 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 Sam Cirone.

TRIBUTE TO LATE MR. WALTER R. CLARKE, JR.

WHEREAS, Walter R. Clarke, Jr. has been called to eternal life by the wisdom of God at the age of seventy-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of the City of Chicago, Walter R. Clarke, Jr. served the village of North Barrington as president since 1983; and

WHEREAS, Walter R. Clarke, Jr. also served as chairman of the Barrington Area Council of Governments; and

WHEREAS, In 1993, Walter R. Clarke, Jr. helped to work out a historic agreement that established an equitable formula for the division of unincorporated land between the Barrington Area Council's towns; and

WHEREAS, Since 1941, Walter R. Clarke, an employee of the Square D Company, held a variety of positions for the firm in Baltimore, Cincinnati, Houston, Milwaukee, Park Ridge and Palatine; and

WHEREAS, After serving as chief marketing officer for the company's world sales, he retired in 1982; and

WHEREAS, During the Second World War, Walter R. Clarke, Jr. served his country with distinction as an Army radar officer in the Pacific; and

WHEREAS, Walter R. Clarke, Jr. leaves a legacy of enterprise, dignity and service to his sons, Walter III and William E. and his three grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate Walter R. Clarke, Jr. 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 Walter R. Clarke, Jr..

TRIBUTE TO LATE MS. JOYCE A. COOKE.

WHEREAS, Joyce A Cooke has been called to eternal life by the wisdom of God at the age of fifty; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, For sixteen years Joyce A. Cooke worked to assist the constituents of United States Representative John Porter with problems of health and human services; and

WHEREAS, With devotion and enterprise, Joyce A. Cooke contributed expertise and insight to the issues of health care problems, helping to strengthen congressional support for funding of biomedical research and the National Institute of Health; and

WHEREAS, Even in the face of her own illness, Joyce A. Cooke remained an advocate for the health care issues of others; and

WHEREAS, With devotion and grace, Joyce A. Cooke enabled countless citizens to better acquire their rightful benefits through Medicare, Social Security and veteran benefits; and

WHEREAS, Devoted to the Village Presbyterian Church of Northbrook, Joyce A. Cooke served as a church elder; and

WHEREAS, To her husband, Kenneth, her son, David, and her daughter, Lisa, Joyce A. Cooke imparts a legacy of dignity, service and love; and

WHEREAS, Though Joyce A. Cooke will be deeply missed, her memory, enlarged by her compassion and goodness, 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, gathered here this thirteenth day of July 1995, do hereby commemorate Joyce A. Cooke 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 Joyce A. Cooke.

TRIBUTE TO LATE MR. JOHN DOREMUS.

WHEREAS, John Doremus has been called to eternal life by the wisdom of God at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The melodious voice of John Doremus has been a part of Chicago radio for more than two decades; and

WHEREAS, As a longtime resident of the John Hancock Building, John Doremus exercised a unique expression of Chicago character; and

WHEREAS, The career of John Doremus in Chicago spanned almost four decades with his broadcasting on radio stations WAIT, WIND, WMAQ, WCLR-FM and WGN, as well as NBC-TV; and

WHEREAS, The smooth and comforting voice of John Doremus created a special rapport with audiences that reached beyond his career as a disc jockey; and

WHEREAS, The Doremus studios wrote and produced in-flight audio programming for several national airlines; and

WHEREAS, As a devoted father, John Doremus cherished his three sons, David, Fred and Paul; his daughter, Dede Unthank, and eight grandchildren; and

WHEREAS, The dignity, intelligence and graciousness of John Doremus is a lasting legacy to 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 thirteenth day of July, 1995, do hereby commemorate John Doremus 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 Doremus.

TRIBUTE TO LATE MR. PAUL A. DOWNING.

WHEREAS, Paul A. Downing has been called to eternal life by the wisdom of God at the age of sixty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, With generosity and distinction, Paul A. Downing served as president of the Safer Foundation; and

WHEREAS, Following his retirement from Ameritech in 1993, Paul A. Downing became vice-president of the Safer Foundation; and

WHEREAS, With devotion and enterprise, Paul A. Downing gave unselfish leadership to ensure that programs affecting the training and rehabilitation of ex-offenders would effectively be enhanced; and

WHEREAS, For thirty-four years Paul A. Downing was a senior executive in the field of telecommunications; and

WHEREAS, As a board member and chairman of Blue Cross-Blue Shield and a board member of the Goodman Theater, Paul A. Downing provided generous leadership and sustaining care; and

WHEREAS, To his devoted wife, Susan, and his sons, Anthony, Benjamin and James, Paul A. Downing imparts a legacy of dignity, service and graciousness; and

WHEREAS, Though Paul A. Downing will be deeply missed, the memory of his character, compassion and intelligence will live on in those who knew and loved him, those whose lives he helped to enhance, and in the City of Chicago for whose enrichment he toiled; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate Paul A. Downing for his gracious 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 Paul A. Downing.

TRIBUTE TO LATE MR. CHESTER J. DZIEN.

WHEREAS, Chester J. Dzien has been called to eternal life by the wisdom of God at the age of sixty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his life, Chester J. Dzien gave extraordinary service to the Veterans of Foreign Wars by his leadership, support and enterprise; and

WHEREAS, As Illinois State Commander of the Veterans of Foreign Wars from 1993--1994, Chester J. Dzien brought honor to the citizens of Illinois by his care and concern for those who served their country; and

WHEREAS, In the positions of commander of both the Arlington Heights Post 981 and of the 4th District Veterans of Foreign Wars, Chester J. Dzien gave unselfishly to his fellow veterans and their families; and

WHEREAS, During World War II Chester J. Dzien served his country in the United States Navy with valor and dignity; and

WHEREAS, The legacy of service, love of country and devotion left behind by Chester J. Dzien enriches his memory and stands as a model for all; and

WHEREAS, As both a caring husband to his wife, Juliette, and a devoted father to his daughter, Janice Glozier, Chester J. Dzien expressed a gracious dignity that sustains them now in his passing; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate Chester J. Dzien 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 Chester J. Dzien.

TRIBUTE TO LATE MS. MARION GABINSKI.

WHEREAS, Marion Gabinski has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Marion Gabinski was a lifelong resident of the City of Chicago; and

WHEREAS, As a homemaker, Marion Gabinski gave her family nourishment and nurturing, helping them to grow with dignity and grace; and

WHEREAS, To her sons, Alexander, Alderman and Vice-Mayor Theris, and Roger Gabinski, and her five grandchildren, Marion Gabinski imparts a legacy of devotion, service and faith; and

WHEREAS, Though Marion Gabinski will be deeply missed by her family, the memory of her character and compassion will stand as a model of goodness for all 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 thirteenth day of July, 1995, do hereby commemorate Marion Gabinski 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 Marion Gabinski.

TRIBUTE TO LATE MR. FRANCIS E. GOODMAN.

WHEREAS, Francis E. Goodman has been called to eternal life by the wisdom of God at the age of sixty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, In the City of Chicago, Francis E. Goodman is the founder of the law firm that bears his name; and

WHEREAS, In the village of Barrington Hills, Francis E. Goodman served as a member of the board of trustees with generosity and judicial intelligence; and

WHEREAS, With particular distinction Francis E. Goodman was noted for his facility in matters concerning contract law; and

WHEREAS, The spirit of generosity fostered in Francis E. Goodman a commitment to education and community involvement; and

WHEREAS, As a devoted husband to his wife, Margaret, and a loving father to his daughters, Maureen Gillespie, Mary Frances Mencke, Margaret Smith, Martha Stack, Madeline Steinkamp, Monica and Madonna; his son, Anthony; and his seven grandchildren, Francis E. Goodman imparts a legacy of dignity, enterprise and grace; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, in meeting this thirteenth day of July, 1995, do hereby commemorate Francis E. Goodman for the fruitfulness of his 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 Francis E. Goodman.

TRIBUTE TO LATE MS. ROSE GEORGINE HOGUE.

WHEREAS, Rose Georgine Hogue has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, As a homemaker, Rose Georgine Hogue was a resident of Chicago's near north side; and

WHEREAS, With generosity and graciousness, Rose Georgine Hogue raised her family to be citizens of service and enterprise; and

WHEREAS, From her native Cortone, Italy, from which Rose Georgine Hogue emigrated at the age of six, she carried the treasure of her Italian heritage; and

WHEREAS, To her beloved children, Gloria Gerity and Robert A. Georgine, Rose Georgine Hogue imparts a legacy of devotion, dedication and love, and to her grandchildren and great grandchildren, the model of a loving example; and

WHEREAS, Rose Georgine Hogue was preceded in death by two devoted husbands, the late Silvio Georgine and Carl Hogue; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate Rose Georgine Hogue 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 Rose Georgine Hogue.

TRIBUTE TO LATE MR. HAROLD MEITUS.

WHEREAS, Harold Meitus has been called by the wisdom of God to eternal life at the age of eighty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Harold Meitus stands as a Chicago pioneer in the manufacture of the match, and the development of matchbook advertising; and

WHEREAS, The co-founding, by Harold Meitus, of his match company during the era of the Great Depression, established not only his own successful career, but also enhanced the Chicago economy; and

WHEREAS, Through the 1937 establishment of the Superior Match Company at 16 West Superior Street in Chicago by Harold Meitus and his brother Paul, they created an imaginative reputation for themselves by their specialized production of small orders; and

WHEREAS, While further enterprise expanded their business, with subsidiaries located in Zanesville, Ohio and San Jose, California, Harold Meitus later retained active leadership in the business as president and board member following the sale of his company holdings in 1959; and

WHEREAS, With his acquisition of the business again in 1985, Harold Meitus remained active in the family-run business until the recent past; and

WHEREAS, Throughout his career, Harold Meitus held the directorship of a number of banks and until his death was associated with the Elmwood Park-based Midwest Bank and Trust; and

WHEREAS, Harold Meitus, served his nation with distinction as a member of the Electoral College in the Presidential election of 1960; and

WHEREAS, The enterprise, fortitude, charity and devotion of Harold Meitus shall serve as an expansive model to all; and

WHEREAS, The legacy of life and love that made Harold Meitus cherished by his family, friends and all who knew him, whose lives were enriched by his care and enlarged by his memory; and

WHEREAS, The devotion of Harold Meitus as the loving father of two sons, David and Richard, and one daughter, Susan Gottlieb, now sustains his children with the qualities of excellence he possessed; and

WHEREAS, Harold Meitus, known for his generosity of spirit and kindness of heart is deeply mourned and missed by 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 thirteenth day of July, 1995, do hereby commemorate Harold Meitus 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 Harold Meitus.

TRIBUTE TO LATE DR. FRANK J. SALETTA.

WHEREAS, Dr. Frank J. Saletta has been called to eternal life by the wisdom of God at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Chicago Police Department chose Dr. Frank J. Saletta as its designated surgeon for officers injured in the line of duty in 1950; and

WHEREAS, Hundreds of Chicago police officers shot, assaulted or injured in the line of duty were treated with excellence and kindness by Dr. Frank J. Saletta; and

WHEREAS, The lives of Chicago police officers were often saved from death by the skill and efforts of Dr. Frank J. Saletta; and

WHEREAS, Throughout his career as a distinguished physician, Dr. Frank J. Saletta worked with some of Chicago's most noted surgeons; and

WHEREAS, With devotion and enterprise, Dr. Frank J. Saletta was closely associated with Holy Cross Hospital, serving as its chief of staff; and

WHEREAS, The legacy of Dr. Frank J. Saletta, generously bestowed on his family, friends and the City of Chicago, is one of devotion, competence and graciousness; and

WHEREAS, With dignity and goodness, Dr. Frank J. Saletta was a loving husband to his wife, Genevieve, a cherished father to his son, Dr. John Saletta, and a model of unselfish giving to his grandchildren and great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate Dr. Frank J. Saletta for the fruitfulness of his 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 Dr. Frank J. Saletta.

TRIBUTE TO LATE MS. DOLORES SHEEHAN.

WHEREAS, Dolores Sheehan has been called to eternal life by the wisdom of God at the age of ninety-three; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, From 1957 to 1960, Dolores Sheehan served as the president of the Chicago Civil Service; and

WHEREAS, In the history of the City of Chicago, Dolores Sheehan was the first woman to serve in a cabinet-level post; and

WHEREAS, Within her first two months in office Dolores Sheehan posted fifty-two eligibility lists for city jobs, breaking one of the biggest backlogs in civil service hiring in Chicago history; and

WHEREAS, Having served for almost thirty-five years on the Civil Service Commission, Dolores Sheehan retired from public service in 1960; and

WHEREAS, The enterprise, political skill, dignity and devotion of Dolores Sheehan broke the deadlocks and delays in city employment services and earned her the respect of reformers and politicians alike; and

WHEREAS, Her care of municipal workers, her devotion to the City of Chicago and pride in her duty brought Dolores Sheehan a reputation of honor and enterprise; and

WHEREAS, The talents, gifts and accomplishments of Dolores Sheehan are a worthy example to all the citizens of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate Dolores Sheehan for her expansive 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 Dolores Sheehan.

TRIBUTE TO LATE MR. PING TOM.

WHEREAS, Ping Tom has been called to eternal life by the wisdom of God at the age of sixty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Ping Tom has been well known in the City of Chicago's Asian business community for his leadership, enterprise and skill; and

WHEREAS, The State of Illinois was well served by Ping Tom's presence on Governor Edgar's transition team in 1990; and

WHEREAS, In an informal capacity, Ping Tom served as an advisor to Mayor Richard M. Daley and the late Mayor Harold Washington, unselfishly placing himself at the disposal of the well being of the City of Chicago; and

WHEREAS, With intelligence and thoughtfulness, Ping Tom served on the Metropolitan Pier and Exposition Authority, the Chicago Economic Development Commission, the Illinois Finance Development Authority and the Chicago Private Industry Council; and

WHEREAS, As a lifelong Chicagoan, born in Chinatown, Ping Tom received a degree in economics and a degree in law from Northwestern University, and distinguished himself in the running of a number of business enterprises; and

WHEREAS, As president of the Chinese American Development Corporation, Ping Tom played a significant role in the development of both commercial and residential properties in the thirty-two acre tract known as Chinatown Square; and

WHEREAS, To his devoted wife, Valerie, and his loving sons, Darryl and Curtis, Ping Tom imparts a legacy of dignity, service and devotion; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate Ping Tom 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 Ping Tom.

CONGRATULATIONS EXTENDED TO THE HONORABLE MARVIN E. ASPEN ON HIS APPOINTMENT AS UNITED STATES DISTRICT CHIEF JUDGE FOR NORTHERN DISTRICT OF ILLINOIS.

WHEREAS, The Honorable Marvin E. Aspen has been appointed United States District Chief Judge for the Northern District of Illinois; and

WHEREAS, For sixteen years The Honorable Marvin E. Aspen has served as a federal judge for the Northern District of Illinois; and

WHEREAS, With judicial distinction and professional excellence, The Honorable Marvin E. Aspen has merited the respect of his peers and the gratitude of the nation; and

WHEREAS, For more than two decades The Honorable Marvin E. Aspen has taught courses in evidence, criminal law, trial technique and municipal law as the Edward Avery Harriman Adjunct Professor of Law at Northwestern University; and

WHEREAS, Throughout his judicial career The Honorable Marvin E. Aspen has demonstrated judicial sophistication in regard to issues involving housing policy, as well as advocating the role of mediation in litigious conflicts, exhibiting a sense of sensitive stewardship on the bench; and

WHEREAS, The quality of life and the exactitude of justice in the Northern District of Illinois are enhanced by the wise actions and scholarly enterprise of The Honorable Marvin E. Aspen; and

WHEREAS, The Chicago character of this outstanding jurist, The Honorable Marvin E. Aspen, is a mark of pride for all citizens of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby extend our heartiest congratulations to The Honorable Marvin E. Aspen on his appointment as United States Chief Judge of the Northern District of Illinois and wish him much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Honorable Marvin E. Aspen.

CONGRATULATIONS EXTENDED TO NEW APPOINTEES TO CHICAGO BOARD OF EDUCATION AND SCHOOL MANAGEMENT TEAM.

WHEREAS, Mayor Richard M. Daley named a team of board members and managers who will guide a revolutionary turnaround of the Chicago public schools; and

WHEREAS, The new appointees are a mix of experienced and highly regarded individuals, who are capable of leading the Chicago Public School System into the new century; and

WHEREAS, A number of these new appointees had previously served the City of Chicago in other capacities; and

WHEREAS, Gery Chico, a new appointee to the Board of Education, was a former mayoral chief-of-staff, who worked for the City Council's Committee on Finance and the City Planning Department; and

WHEREAS, Sharon Gist-Gilliam, a new appointee to the Board of Education, served under four Chicago mayors in jobs including consumer services commissioner, budget director, chief-of-staff and outside consultant; and

WHEREAS, Paul Vallas, the new Chief Executive Officer of the School Management Team, served the City as budget director; and

WHEREAS, Ben Reyes, the new Chief Operating Officer of the School Management Team, served the City as general services commissioner; and

WHEREAS, Diane Minor, the new Chief of Purchasing of the School Management Team, served the City as deputy city purchasing agent; and

WHEREAS, These new appointees are a distinguished and diverse group, who share a deep commitment to both education and the City of Chicago; and

WHEREAS, The Mayor, the members of the City Council, and all the citizens of the City of Chicago now place their trust in all the new appointees, and wish them all success in their efforts to reorganize our public school system; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby congratulate Mayor Richard M. Daley's new appointees to the Chicago Board of Education and the School Management Team, and recognize their commitment to education, as well as wish them much success in all their efforts on behalf of the students of the Chicago Public School System; and

Be It Further Resolved, That suitable copies of this resolution be presented to Gery Chico, Sharon Gist-Gilliam, Paul Vallas, Ben Reyes and Diane Minor.

COMMEMORATION OF EIGHTIETH ANNIVERSARY OF EASTLAND STEAMSHIP TRAGEDY AND DESIGNATION OF JULY 24, 1995 AS "EASTLAND DISASTER DAY IN CHICAGO".

WHEREAS, The City of Chicago will commemorate on July 24, 1995 the eightieth anniversary of the tragic sinking of the steamer Eastland in the Chicago River; and

WHEREAS, The loss of eight hundred thirty-five human lives that occurred in this disaster remains the City's greatest single loss of life in its urban history; and

WHEREAS, The capsizing of the steamer Eastland continues to stand as the greatest single maritime disaster in the history of the Great Lakes; and

WHEREAS, The tragedy of the steamer Eastland was a disaster of untold suffering and heartache etched forever on the character of the City of Chicago and the families who endured irrevocable loss; and

WHEREAS, The legacy of the steamer Eastland produced an effect that altered the face of Great Lakes shipping with added vigilance and enforcement of maritime regulations with the result of added safety for passengers and crews; and

WHEREAS, The history of the disaster of the steamer Eastland continues to exercise significance in the social history of the City of Chicago; and

WHEREAS, In lasting tribute to the men, women and children who lost their lives in the steamer Eastland disaster, eighty years ago, a commemorative ceremony will be observed on the twenty-fourth day of July, 1995, along the banks of the Chicago River site, at 1:00 P.M. at Wacker Drive and LaSalle Street; and

WHEREAS, David and Rose Nelson, descendants of Elmer Nelson, a hero of the steamer Eastland tragedy, have provided enduring effort that significantly enhances the quality of historical research pertaining to this tragic event; and

WHEREAS, The Illinois Mathematics and Science Academy, together with the Illinois State Historical Society, have exhibited historic vigilance in erecting a plaque on the Chicago River disaster site in eternal remembrance of the Eastland's victims; and

WHEREAS, The presence of Ms. Libby Hruby, the last survivor of the Eastland disaster, provides our commemoration with a dramatic poignancy; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby join in remembering the eightieth anniversary of the sinking of the steamer Eastland in a commemorative ceremony to be held on the twenty-fourth day of July, 1995, wholeheartedly honoring the sacred memory of those who lost their lives that summer day, July 24, 1915; and

Be It Further Resolved, That July 24, 1995 be designated "Eastland Disaster Day in the City of Chicago".

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS ENCOURAGED TO HOLD HEARINGS ON COMMEMORATION OF CHICAGO RAPID TRANSIT SYSTEM AND ITS CREATOR, MR. CHARLES T. YERKES.

WHEREAS, The Elevated Train Loop, built by Charles T. Yerkes and circumscribing Wells Street, Lake Street, Wabash Avenue and Van Buren Street, was inaugurated on September 6, 1897 and opened for passengers on October 3, 1897; and

WHEREAS, The Loop provided the means by which the north, south and west sides of the City of Chicago became fully united; and

WHEREAS, As a result of the Loop, and the rapid transit system which fed into it, workers of the City were enabled to leave the dangers of the slums and tenements and to purchase and rent housing in the farther reaches of the City in which they and their children could grow in a safe and healthful environment; and

WHEREAS, The Loop is a symbol of downtown Chicago and a major tourist attraction of the City; and

WHEREAS, The Loop continues to be a safe, economical and efficient means of transportation for millions of passengers per year; and

WHEREAS, Charles T. Yerkes built, operated and consolidated much of the cable car, street railway and elevated train system of Chicago; and

WHEREAS, Charles T. Yerkes also established the Yerkes Observatory at the University of Chicago and made other philanthropic contributions for the well-being of the people of Chicago; and

WHEREAS, The centennial of the Loop will take place during 1997 and should be an occasion for the celebration of the rapid transit system and its creator, Charles T. Yerkes and their impact on the growth and development of the City of Chicago; and

WHEREAS, Such celebration should include theatrical performances, visual and arts presentations, museum exhibits, conferences and academic research on the history of Charles T. Yerkes and the Loop; and

WHEREAS, The celebration should recognize the contributions of the business community, cultural and educational institutions, City agencies and the millions of Chicago residents who ride the rapid transit system and the Loop; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting this thirteenth day of July, 1995, encourage the Committee on Special Events to hold hearings for the purpose of establishing appropriate and feasible means of observing this centennial event.

Presented By

ALDERMAN BURKE (14th Ward) And
ALDERMAN HUELS (11th Ward):

CONGRATULATIONS EXTENDED TO MR. PRESTON P. SMUDA ON HIS RETIREMENT FROM CHICAGO DEPARTMENT OF WATER.

WHEREAS, On July 6, 1995, Mr. Preston P. "Bud" Smuda announced his retirement as deputy commissioner in the City of Chicago Department of Water; and

WHEREAS, The Chicago City Council has been informed of this momentous event by Alderman Edward M. Burke and Alderman Patrick M. Huels; and

WHEREAS, Mr. Smuda began his career with the City of Chicago in 1968 when he was hired as a supervisor in the City of Chicago Department of Water; and

WHEREAS, In 1979, Mr. Smuda was promoted to deputy superintendent in the City of Chicago Department of Water; and

WHEREAS, Soon thereafter, Mr. Smuda joined the staff of the Chicago City Council's Committee on Finance; and

WHEREAS, In September of 1989, Mr. Smuda returned to the Department of Water as deputy commissioner of water services; and

WHEREAS, Mr. Smuda proved to be a valuable asset to the City of Chicago; and

WHEREAS, Throughout his long and distinguished career, Mr. Smuda has established himself to be a person of the utmost integrity and of the highest standards; and

WHEREAS, Through his hard work, sacrifice and dedication, Mr. Smuda has proven himself to be a man 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 thirteenth day of July, 1995, do hereby congratulate Preston P. "Bud" Smuda on his retirement, after twenty-seven years of service to the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Preston P. "Bud" Smuda.

Presented By

ALDERMAN BURKE (14th Ward) And
ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE MR. JAMES A. MEANY.

WHEREAS, James A. Meany has been called to eternal life by the wisdom of God at the age of eighty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke and Alderman Virginia A. Rugai; and

WHEREAS, James A. Meany served as chief sanitary officer with the Chicago Health Department; and

WHEREAS, The career in public service of James A. Meany extended over several decades before his retirement in 1986; and

WHEREAS, In 1938, James A. Meany began his career as a dairy inspector for the City of Chicago; and

WHEREAS, After twenty-four years of service with the City of Chicago, James A. Meany was named chief sanitary officer, an administrative post which he held until his retirement in 1979; and

WHEREAS, James A. Meany returned to work three years later as an environmental inspector for the Cook County Public Health Department; and

WHEREAS, Through study and enterprise James A. Meany became and amateur Egyptologist and a docent at the Oriental Institute in Chicago; and

WHEREAS, James A. Meany leaves to his daughters, Jane Nealis and Clare White and eight grandchildren, a legacy of public service, devotion, wisdom and grace; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate James A. Meany 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 James A. Meany.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS DIRECTED TO CONDUCT HEARINGS ON COMMEMORATION OF SEVENTY-FIFTH ANNIVERSARY OF CONSTITUTIONAL AMENDMENT ACKNOWLEDGING VOTING RIGHTS FOR WOMEN.

WHEREAS, 1995 marks the seventy-fifth anniversary of the 19th Amendment to the United States Constitution, which acknowledges the

"The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any state on account of sex"; and

WHEREAS, The process of amendment ratification for the 19th Amendment achieved the required number of states in 1920; and

WHEREAS, The history of the suffrage movement in the United States demonstrates important expressions of patriotism and civil rights; and

WHEREAS, The complex struggle that resulted in the passage of the 19th Amendment was a long and arduous process since the first introduction of the amendment in Congress in 1878; and

WHEREAS, This forty year struggle marks an important process in both constitutional development and gender equality in America; and

WHEREAS, Recognition of the passage of the 19th Amendment marks a critically important event in the history of our nation; and

WHEREAS, The movement which resulted in voting rights for women in America was championed by women and men of outstanding sacrifice and devotion; and

WHEREAS, Honoring the event of passage of the 19th Amendment provides an opportunity for political education and civil rights awareness; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby direct the Committee on Special Events and Cultural Affairs to conduct hearings to determine an appropriate and effective manner in which to commemorate this significant event.

Presented by

ALDERMAN BURKE (14th Ward) And
ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. RAYMOND T. VAN PUYENBROECK.

WHEREAS, Raymond T. Van Puyenbroeck had been called to eternal life by the wisdom of God at the age of sixty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke and Alderman Burton F. Natarus; and

WHEREAS, Raymond T. Van Puyenbroeck as a devoted husband to his wife Sharon, and loving father of his children Ray, Jr. Robert, Rae Ellen, Walter, Janet, Carloee and Moni, imparts a legacy of character, enterprise and grace; and

WHEREAS, Though Raymond T. Van Puyenbroeck will be deeply missed, the memory of his goodness and devotion will abide with those who knew and loved him; and

WHEREAS, The strength of his Chicago character and wit expressed qualities of resource and graciousness in Raymond T. Van Puyenbroeck; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby commemorate Raymond T. Van Puyenbroeck 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 Raymond T. Van Puyenbroeck.

Presented By

ALDERMAN JONES (15th Ward):

TRIBUTE TO LATE MRS. BARBARA JEAN WHITE.

WHEREAS, God in his infinite wisdom has called to her eternal reward Mrs. Barbara Jean White, beloved wife of the Reverend Dr. A. Harold White of True Light Baptist Church on Chicago's great south side; and

WHEREAS, Born and raised in Chicago, Mrs. Barbara Jean White had attended Willard Elementary and DuSable High Schools, and in addition to her many duties to family and church, she had been a nurse's assistant at Presbyterian St. Luke's Hospital. She died June 24, 1995, following a long illness; and

WHEREAS, Mrs. Barbara Jean White leaves to mourn her loving husband of many years; three children, Mark, Andrew and Debra; 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 thirteenth day of July, 1995, A.D., do hereby express our sorrow on the passing of Mrs. Barbara Jean White, and extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend Dr. A. Harold White and family.

Presented By

ALDERMAN COLEMAN (16th Ward):

TRIBUTE TO LATE MRS. MINNIE MAE STEVENSON-STRAWDER.

WHEREAS, God in his infinite wisdom and goodness has removed from our midst our friend Minnie Mae; and

WHEREAS, Minnie Mae Stevenson-Strawder will be missed by her family and friends; now, therefore,

Be It Resolved, This thirteenth day of July, 1995, that we, the alderman/committeeman, staff and the 16th Ward community, do hereby extend our deep and sincere sympathy to Sammie Lee Strawder and the entire family in their loss. May you always rely on Him who will heal all sorrow;

Poets have spoken of somber skies,
And many a starry night,
Behind it all there is a God
Who ever rules aright;

When dark your day seems to be,
The like of which you can't bear,
Repair to some quiet place,
You'll find the Master there;

No matter what your problems are,
Of them all, He is aware,
You may ever seek our Lord,
You'll find Him there.

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Minnie Mae Stevenson-Strawder.

Presented By

ALDERMAN RUGAI (19th Ward):

CONGRATULATIONS EXTENDED TO LIEUTENANT RICHARD A. GUDITIS ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Lieutenant Richard A. Guditis, Star Number 0257, has announced his retirement effective July 5, 1995 after thirty-one years of dedicated service to the Chicago Police Department; and

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

WHEREAS, Lieutenant Guditis began his career with the Chicago Police Department with his probationary appointment in June of 1964 and his first assignment was to the 7th District in September of 1964; and

WHEREAS, Lieutenant Guditis has faithfully served Districts 2, 4, 5, 9, Area 2 Homicide, Vice Division and Traffic, and in so doing he has received sixteen honorable mentions and one complimentary letter during his long and distinguished career; and

WHEREAS, Lieutenant Guditis is the devoted husband of Barbara and proud father of son, Rick and daughter, Carolyn; and

WHEREAS, Lieutenant Guditis was a graduate of Saint George Grammar School, 1954 De La Salle High School, 1958 and Chicago State University, bachelor of arts, with a master of arts in Geography, 1980 and was honorably discharged from service in the United States Army in 1963; and

WHEREAS, Lieutenant Guditis has been a loyal member of Chicago Police Department who upheld its finest traditions and carried out his duties always in an exemplary manner; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby

congratulate and pay tribute to Lieutenant Richard A. Guditis for his thirty-one years of service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lieutenant Richard A. Guditis.

CONGRATULATIONS EXTENDED TO MR. AND MRS. THOMAS RYAN ON THEIR FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, Thomas and Constance Ryan will celebrate their fiftieth wedding anniversary on August 4, 1995; and

WHEREAS, The Chicago City Council was notified of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Thomas married Constance on August 4, 1945 at Saint Anne Catholic Church in the City of Chicago; and

WHEREAS, The union of their marriage brought into the world their fine family, two daughters and three sons: Connie, Jolla, Thomas, Martin and Patrick; and

WHEREAS, Thomas and Constance are the proud grandparents of five grandchildren: Rosemary, Jane, Annie, Molly and Martin; and

WHEREAS, Thomas and Constance will celebrate this joyous occasion with their beloved family and friends on August 4, 1995 with a special mass at Saint Christina Church and a reception following at the Rosewood Inn; and

WHEREAS, Thomas and Constance have been a source of inspiration, love and service to family, friends and community, exemplifying the goals to which we all aspire; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered here in assembly this thirteenth day of July, 1995, do hereby congratulate Thomas and Constance Ryan on their golden wedding anniversary, and extend our most sincere wishes for many more years of happiness and prosperity together; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Thomas and Constance Ryan.

CONGRATULATIONS EXTENDED TO MORGAN PARK HIGH SCHOOL GIRLS TRACK AND FIELD TEAM ON WINNING SECOND CONSECUTIVE CITY OF CHICAGO AND ILLINOIS STATE HIGH SCHOOL CHAMPIONSHIP.

WHEREAS, The Morgan Park High School girls track and field team is the 1995 City of Chicago and Illinois state champions; and

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

WHEREAS, Head Coach Derrick Calhoun and Assistant Coach Monica Dawson guided the Mustangs to their second consecutive city and state track title; team members include: Joanna Albright, Lee-Po Hall, Eunice Jordan, Shuron Traylor, Bianca Usher, Bethany Brent, Markeitha Gray, Toria Horton, Heather Lewis, Johanna Lott, Ashia Smith, Kime Stewart, Erika Turpin, Marion Williams, Melisa Green, Keyatta Alexander, Kim Ashford, Angela Brown, Jasmine Davenport, Dana Gills, Misty Handy, Chiffon Harris, Teneka Horton, Radiant Mack, Jennifer Mayfield, Heather Smith, Devonne Streeter, Jamille Curry, Tameeca Flowers, Tamarra Flowers, Jacques Lofton, Marla Seals, Enjoli Smith, Keisha Sykes, Erin Thompson and Alexandria Parker; and

WHEREAS, The Mustang Track Team set new school records in the four hundred meter relay, sixteen hundred meter relay, three hundred meter low hurdles and a new freshman/sophomore record in the four hundred meter dash; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of July, 1995, do hereby congratulate the coaches, team members and administrators of Morgan Park High School for capturing the second consecutive City of Chicago and Illinois State High School Association Girls Track and Field Championship; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Principal Charles L. Alexander.

Presented By

ALDERMAN TROUTMAN (20th Ward):

CONGRATULATIONS EXTENDED TO BISHOP ARTHUR M. BRAZIER ON HIS THIRTY-FIFTH ANNIVERSARY AS PASTOR OF APOSTOLIC CHURCH OF GOD.

WHEREAS, His faithful congregation is joined by this City's great African-American community, and indeed all Chicago, in recognition of Bishop Arthur M. Brazier's thirty-fifth anniversary as pastor of Apostolic Church of God; and

WHEREAS, Since assuming the leadership of Apostolic Church of God, 6303 South Kenwood Avenue in the heart of Chicago's great Woodlawn community, Bishop Arthur M. Brazier has brought about an increase in its membership from one hundred to over eleven thousand. His guiding influence has sparked an expansion of the church buildings and beyond that, a swelling of community spirit; and

WHEREAS, Having been elevated to the office of bishop as Diocesan of the Sixth Episcopal District, State of Illinois, of the Pentecostal Assemblies of the World in August, 1976, Dr. Arthur M. Brazier is nationally respected as an outstanding spiritual, civic and community leader. A towering religious figure ever mindful of his public responsibility, Dr. Brazier has filled many civic positions; he is currently serving as a commissioner of the Public Building Commission of Chicago; and

WHEREAS, Bishop Arthur M. Brazier's commitment to his grateful community is widely known and far exceeds pastoral duties. His organization and leadership abilities have resulted in a veritable renaissance throughout Woodlawn and the North Kenwood-Oakland communities. Not only has he molded and uplifted a solid community spirit, he has also obtained grants and private funding to rebuild neighborhoods and to improve the lives of thousands of Chicagoans, and untold thousands to come; and

WHEREAS, Any reflection upon the developments in our great City since 1960 must include an extensive appreciation of the esteemed contributions of Bishop Arthur M. Brazier; 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 pay tribute to Bishop Arthur M. Brazier, Pastor of Apostolic Church of God these past thirty-five years, and a towering influence in the Chicago community and we extend to this great citizen our very best wishes for his continuing

success, and for the continuing spiritual enrichment of his followers and many friends, and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Bishop Arthur M. Brazier.

CONGRATULATION EXTENDED TO REVEREND DOCTOR ELIAS JAMES JONES ON HIS THIRTY-THIRD ANNIVERSARY AS PASTOR OF FIRST UNITY MISSIONARY BAPTIST CHURCH.

WHEREAS, His many friends and followers are gathering July 16, 1995, to celebrate the thirty-third anniversary of the Reverend Elias James Jones as pastor of First Unity Missionary Baptist Church, 5129 South Indiana Avenue, on Chicago's great south side; and

WHEREAS, A native of Oneida, Arkansas, Elias James Jones was ordained September 15, 1950. He holds three Doctor of Divinity degrees: one from Greenville Industrial College in Mississippi, one from Hamilton State University in Arizona, and an honorary degree from Arkansas Baptist College; and

WHEREAS, A caring and concerned religious leader who is mindful of civic and community responsibility, the Reverend Dr. Elias James Jones has spent great time and energy in the service of the public. He holds awards from the cities of Buffalo, New York; Newark, New Jersey; Chicago, Illinois; and Jerusalem, Israel. He presently serves as a member of the Board of Directors of Chicago Baptist Institute School of Religion. He is chairman of the Board of Evangelism of the National Baptist Convention U. S. A., and a member of that great organization's board of directors; and in addition, he sponsors programs immensely beneficial to our community; and

WHEREAS, The leaders of this great City of Chicago are always aware of the great debt owed our outstanding 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 thirteenth day of July, 1995, A.D., do hereby extend our heartiest congratulations to the Reverend Dr. Elias James Jones as he and his many friends and followers celebrate the thirty-third anniversary of his pastorate at First Unity Missionary Baptist Church, as well as our best wishes for his continuing inspiration and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Dr. Elias James Jones.

CONGRATULATIONS EXTENDED TO DR. EARNESTINE WILLIS, FORMER DIRECTOR OF WOODLAND MATERNAL AND CHILD HEALTH CENTER, ON HER MANY ACCOMPLISHMENTS AND BEST WISHES FOR CONTINUED SUCCESS IN HER NEW POSITION.

WHEREAS, After almost fifteen years of teaching and administration with the University of Chicago and its Woodlawn Maternal and Child Health Center, Dr. Earnestine Willis departed from the Chicago area December 20, 1994, to meet other challenging tasks. She has left behind a multitude of friends and colleagues, and a very grateful Woodlawn community; and

WHEREAS, Following positions at Harvard, at the Massachusetts Department of Health in Boston, and at Health Hill Hospital in Cleveland, Ohio, Dr. Earnestine Willis accepted a clinical assistant's position at the University of Chicago in 1981. In 1983 she became medical director of the Woodlawn Maternal and Child Health Center, and served in that capacity with great diligence, devotion, and notable success, earning her uncommon respect from this grateful City and beyond; and

WHEREAS, Dr. Earnestine Willis has worn many hats and assumed many responsibilities. She has been a member of the Woodlawn Community Development Corporation's board of directors, a past member of the Advisory Committee on Maternal and Child Health of the Chicago Department of Health, a member of the National Association of Negro Business and Professional Women's Club, Inc., a board member of the Chicago Children's Museum, and holds other titles and positions. Among her many honors is the Colgate-Palmolive Model of Excellence Award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this thirteenth day of July, in 1995, do hereby express our gratitude and our congratulations to Dr. Earnestine Willis who will be sorely missed as she continues in the quest of further challenges, and we join her many friends and colleagues in wishing this great citizen continuing success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Earnestine Willis.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

GRATITUDE EXTENDED TO MS. LUCILLE MOCADLO FOR FOR HER OUTSTANDING CITIZENSHIP.

WHEREAS, Lucille Mocadlo, outstanding resident of the 23rd Ward, is one of our City's most widely respected and hardworking citizens; and

WHEREAS, In recognition of her great volunteer work and her selfless dedication to the residents of various nursing homes and particularly to the patients at Hines Hospital, Lucille Mocadlo was inducted into the Chicago Senior Citizens Hall of Fame last year; and

WHEREAS, A member of the Ladies Auxiliary of V.F.W. Post 6863, Lucille Mocadlo truly exemplifies Chicago's "I Will" spirit; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, 1995, A.D., do hereby express our gratitude to Lucille Mocadlo for her outstanding citizenship, and extend to this diligent and devoted volunteer 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 Lucille Mocadlo.

GRATITUDE EXTENDED TO MS. HELEN RYGULA FOR HER OUTSTANDING CITIZENSHIP.

WHEREAS, Helen Rygula, a member of the proud Rhine Auxiliary to V.F.W. Post 2729, is a resident of Chicago's 23rd Ward and one of this great City's most honored citizens; and

WHEREAS, Helen Rygula epitomizes the positive nature of family values and has found time to volunteer her services for many organizations. In 1994 alone she received the Golden Rule Award from DuPage County, the Medal of Honor from Cook County Sheriff Michael Sheahan, a recognition for outstanding voluntary services from Loyola University Medical Center, a token of appreciation, Novena of Masses, from the Sisters of Saint Joseph Lourdes Auxiliary, and from the Illinois V.F.W., a special award for her diligence and dedication toward helping others; and

WHEREAS, Over the years, Helen Rygula has received awards and citations from city, county, state and national officials, including Congressman William Lipinski and Alderman James J. Laski. She has received congratulations from Mayor Richard Daley, President Bill Clinton and many others; and

WHEREAS, Helen Rygula was inducted into the Chicago Seniors Hall of Fame in 1992; and

WHEREAS, Helen Rygula truly represents the Chicago "I Will" spirit; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, 1995, A.D., do hereby express our gratitude to Helen Rygula for her tireless efforts on behalf of the many people in need, and extend to this outstanding 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 Helen Rygula.

Presented by

ALDERMAN CHANDLER (24th Ward):

TRIBUTE TO LATE MS. EULA MAE MOORE.

WHEREAS, Eula Mae Moore was born the fifteenth day of April, 1919 in Aliceville, Alabama; and

WHEREAS, Eula Mae Moore was a devoted wife to Arthur Moore since 1947; and

WHEREAS, Eula Mae Moore was the loving mother of James, Joanne and Glenda; and

WHEREAS, Eula Mae Moore was the loving grandmother of five and the great-grandmother of two; and

WHEREAS, Eula Mae Moore was a warm, thoughtful sister and godmother; and

WHEREAS, Eula Mae Moore was a caring aunt, especially to Alderman Michael Chandler; and

WHEREAS, Eula Mae Moore was a longtime and loyal employee with Staint James Hospital and Walther Memorial Hospital; and

WHEREAS, Eula Mae Moore was a faithful member, until her death, of Pilgrim Missionary Baptist Church, and a member of the usher board; and

WHEREAS, Eula Mae Moore departed this life on Saturday, July 8, 1995; now, therefore,

Be It Resolved, This thirteenth day of July, 1995, that Eula Mae Moore was a women of grace, and her passing will be missed by many.

TRIBUTE TO LATE MR. LOVE CURTIS WRATHER.

WHEREAS, Love Curtis Wrather was born September 10, 1935 in Atkins, Arkansas; and

WHEREAS, Love Curtis Wrather was one of eight children born to James and Scottie Wrather; and

WHEREAS, Love Curtis Wrather relocated to the City of Chicago at a very young age; and

WHEREAS, Love Curtis Wrather was a dedicated member of the Treadwell family; and

WHEREAS, Love Curtis Wrather was an active volunteer in his community; and

WHEREAS, Love Curtis Wrather expired on Wednesday, June 7, 1995, leaving a void in the hearts of family and friends; now, therefore,

Be It Resolved, This thirteenth day of July, 1995, that Love Curtis Wrather lived a life that affected many, and he will be missed.

Presented By

ALDERMAN E. SMITH (28th Ward):

CONGRATULATIONS EXTENDED TO MS. JOSEPHINE BROWN ON HER SIXTIETH BIRTHDAY.

WHEREAS, Josephine Brown, beloved citizen and friend, was born in Montgomery, Alabama, June 30, 1935, and thus is currently celebrating her sixtieth birthday; and

WHEREAS, Josephine Brown moved to Chicago in 1953 and joined Gammon Memorial United Methodist Church, where she has served faithfully over the years. She is also a certified nurse's assistant for the Cardio Home Health Agency; and

WHEREAS, A wonderful and caring neighbor, Josephine Brown is president of the 3800 West Wilcox Block Club and has worked diligently toward the beautification of her community; and

WHEREAS, Josephine Brown celebrates this great occasion with her daughter, Ladonna; her granddaughter, Lanora; three great-grandchildren, and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, 1995, A.D., do hereby extend our heartiest congratulations to Josephine Brown in recognition of her sixtieth birthday, as well as 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 Josephine Brown.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MR. WILLIAM J. STAPLETON.

WHEREAS, God in his infinite wisdom has called to his eternal reward William J. Stapleton, beloved citizen and friend; and

WHEREAS, William J. Stapleton was a vital and active member of Chicago's great northwest side community and will be sorely missed. He leaves to mourn his wife, Frances 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 thirteenth day of July, 1995, A.D., do hereby express our sorrow on the death of William J. Stapleton, 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 William J. Stapleton.

TRIBUTE TO LATE MR. GEORGE J. THORNHILL.

WHEREAS, God in his infinite wisdom has called to his eternal reward George J. Thornhill, beloved citizen and friend; and

WHEREAS, George J. Thornhill was a vital and active member of Chicago's great northwest side community and will be sorely missed. He leaves to mourn his wife, Anna; his children, Kathleen and Joseph; his grandchildren, Karen, Heather and Lauren; 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 thirteenth day of July, 1995, A.D., do hereby express our sorrow on the death of George J. Thornhill, 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 George J. Thornhill.

TRIBUTE TO LATE MS. SHERRY ELLEN YURICK.

WHEREAS, God in his infinite wisdom has called to her eternal reward Sherry Ellen Yurick, beloved citizen and friend; and

WHEREAS, Sherry Ellen Yurick was a vital and active member of Chicago's great northwest side community and will be sorely missed. She

leaves to mourn her children, William and Elias; her grandchildren, Kayla and Miriah; 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 thirteenth day of July, 1995, A.D., do hereby express our sorrow on the death of Sherry Ellen Yurick, 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 Sherry Ellen Yurick.

CONGRATULATIONS EXTENDED TO MR. THOMAS J. HANAHAN ON HIS RETIREMENT FROM UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA.

WHEREAS, Thomas J. Hanahan retires July 28, 1995 following over forty-four years of service in the United Brotherhood of Carpenters and Joiners of America; and

WHEREAS, Thomas J. Hanahan began his service in the Carpenters' Union in 1951 as an apprentice; and

WHEREAS, Thomas J. Hanahan later served as business representative of Local 13, State Council Organized, general representative, general executive board member and assistant to the president of the Chicago and Northeast Illinois District Council of Carpenters; and

WHEREAS, Thomas J. Hanahan served in the Illinois House of Representatives from 1964 to 1983 and supported or sponsored all legislation favorable to labor in the period, causing him to be known as the "Voice of Labor"; and

WHEREAS, Throughout his long and distinguished career, Thomas J. Hanahan won the admiration, respect and affection of his colleagues, subordinates and opponents; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, 1995, do hereby express our heartiest congratulations to Thomas J. Hanahan on the occasion of his retirement after forty-four years of service in the United Brotherhood of Carpenters and Joiners of America, and we 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 Thomas J. Hanahan.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. MAX KAPLAN.

WHEREAS, Almighty God in his infinite mercy and wisdom called Max Kaplan to his eternal reward on the fifth day of May, 1995, A.D.; and

WHEREAS, Max Kaplan arrived in Chicago in 1956 where he was employed by the St. Regis Hotel for a short period of time until he was hired by the Chicago Park District to perform various forestry functions, including tree planting; and

WHEREAS, Max Kaplan joined the 42nd Ward Regular Democratic Organization and served as a loyal precinct captain on Chicago's near north side for over thirty years, consistently responding to the requests and needs of his constituents in addition to serving in his precinct as a judge of elections; and

WHEREAS, Max Kaplan became a district supervisor with the Department of Streets and Sanitation in the early 1970s where he was in charge of several wards on Chicago's northwest side; and

WHEREAS, Max Kaplan was appointed supervisor of the Department of Streets and Sanitation's Sign Division in 1979 where he worked until he retired in 1986; and

WHEREAS, Max Kaplan is survived by his ex-wife Carole; his four step-sons, Steven, Timothy, Bruce and Daniel; and his nine brothers and sisters; and

WHEREAS, Max Kaplan will be remembered for his continued loyalty and devotion to the many people he served and befriended in the 42nd Ward; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago, assembled in meeting this thirteenth day of July, 1995, A.D., do

hereby express our deepest sympathy and condolences on the passing of Max Kaplan to his beloved family, and to his many friends on the occasion of their profound loss. Max Kaplan 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 Max Kaplan.

CONGRATULATIONS EXTENDED TO CHICAGO TEACHERS' PENSION AND RETIREMENT FUND OF CHICAGO ON ITS ONE HUNDRETH ANNIVERSARY.

WHEREAS, The Public School Teachers' Pension and Retirement Fund of Chicago (hereinafter referred to as the Chicago Teachers' Pension Fund) celebrated its one hundredth year of existence on the first day of July, 1995; and

WHEREAS, The Chicago Teachers' Pension Fund has for one hundred years provided professional service and financial security in the form of pensions and other benefits to Chicago teachers and their beneficiaries; and

WHEREAS, The law creating the Chicago Teachers' Pension Fund was enacted by the Illinois Legislature, approved by Governor John P. Altgeld and became effective on the first day of July, 1895; and

WHEREAS, The Chicago Teachers' Pension Fund is the oldest teacher pension fund in the country; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in regular session convened this thirteenth day of July, 1995, A.D., do hereby join the citizens and children of Chicago in honoring the one hundredth anniversary of the Public School Teachers' Pension and Retirement Fund of Chicago, and to call public attention to this historic achievement; and

Be It Further Resolved, That a suitable copy of this commemorative resolution be prepared and presented to the Chicago Teachers' Pension Fund.

Presented By

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED TO OIL-DRI CORPORATION OF AMERICA AND JAFFEE FAMILY ON THEIR LONG RECORD OF ACHIEVEMENT AND COMMUNITY INVOLVEMENT.

WHEREAS, In 1941, Nick Jaffee concluded on the basis of his mining college experience that certain clays would do a better job of absorbing workshop oil spills; and

WHEREAS, Acting on this belief Nick Jaffee founded Oil-Dri Corporation of America with a Three Thousand Dollar loan from his mother and bought ten tons of clay which he then sold as a replacement for sawdust in absorbing oil spills; and

WHEREAS, Oil-Dri's first customer was the auto repair department of the 79th Street Sears Roebuck store in the City of Chicago; and

WHEREAS, Oil-Dri has carried on in Nick Jaffee's spirit, applying scientific knowledge to the development of new products and markets from scoopable cat litters to purifiers for edible oils; and

WHEREAS, With this innovation Oil-Dri has compiled a remarkable record of expansion, maintaining a thirteen percent compounded growth rate annually for both sales and income over the last thirty years; and

WHEREAS, The Jaffee family has continued to be involved in Oil-Dri's success, Nick Jaffee's son, Richard, now serving as president and chief executive officer with his son Daniel scheduled to take the reins later this year; and

WHEREAS, Oil-Dri and the Jaffees pride themselves on the participation of many other families with more than one generation of employment in the company; and

WHEREAS, Oil-Dri has been an active and supportive member of the community continuing to maintain its headquarters in Chicago and contributing One Point Five Million Dollars over the past five years to various local and national organizations with a focus on education and medicine; and

WHEREAS, Oil-Dri was recently named the Illinois Family Business of the Year with more than two hundred employees by the Loyola University of

Chicago, Family Business Center and the Family Business Association of Illinois; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this thirteenth day of July, 1995, congratulate Oil-Dri Corporation of America and the Jaffee family on their tremendous record on achievement and of caring for their community and employees and we wish them many years of continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the Jaffee family.

Presented By

ALDERMAN SHILLER (46th Ward):

CONGRATULATIONS EXTENDED TO DR. AND MRS. MICHAEL GILLMAN ON THEIR THIRTY-FIRST WEDDING ANNIVERSARY.

WHEREAS, Dr. Michael and Darryle Gillman have celebrated thirty-one years of wedded bliss together; and

WHEREAS, Dr. and Mrs. Gillman are the proud parents of Ariel (Daniel) Gluck, Seth (Sharon) Gillman, Tamar (David) Meiselman, and Aliza (Craig) Frank, as well as the loving grandparents of Brendan, Ross, Gluck and Eydie Nicole Gluck; and

WHEREAS, Dr. and Mrs. Gillman will honor the occasion by celebrating this notable milestone in their life with their children; and

WHEREAS, Dr. and Mrs. Gillman remain a source of inspiration and strength for their friends and family alike; and

WHEREAS, The thirty-first wedding anniversary celebration will take place on Thursday, August 31, 1995; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council on this thirteenth day of July, 1995, do hereby congratulate Dr. Michael and Darryle Gillman on the occasion of their thirty-first wedding anniversary, and do hereby wish them continued happiness and bliss in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Michael and Darryle Gillman.

CONGRATULATIONS EXTENDED TO MR. PHILIP LONTOC FOR OUTSTANDING COMMUNITY SERVICE.

WHEREAS, Philip Lontoc was born in the Philippines on November 10, 1905; and

WHEREAS, Mr. Lontoc moved to Chicago in 1936 and worked as a cook at various restaurants, then made radios and tools for the Army until he went to work as a cook for the Pullman Railroad, and later as a cook at the Whitehall Hotel until his retirement; and

WHEREAS, Mr. Lontoc lives at 4317 North Dayton Street, where he lived with his wife Frances Lontoc for forty years; and

WHEREAS, Mr. Lontoc is the unofficial gardener of the block and plants flowers in his neighbors yards and does other landscaping activities; and

WHEREAS, Mr. Lontoc hand sweeps the sidewalk and street on the block keeping it clean for the neighborhood; and

WHEREAS, Mr. Lontoc is active in the Saint Mary of the Lake Parish and voluntarily works on the upkeep of the church, including hand polishing and varnishing the pews; and

WHEREAS, Mr. Lontoc also cooks for the Senior Club at the Saint Mary of the Lake Parish; and

WHEREAS, Mr. Lontoc is a founding member of the Montrose Harbor Neighbors; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirteenth day of July, 1995 do hereby thank Mr. Philip Lontoc for his contribution to his neighborhood and community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Philip Lontoc on August 5, 1995, when his neighbors and family gather to show their appreciation at a reception for Mr. Philip Lontoc.

Presented By

ALDERMAN SCHULTER (47th Ward):

CONGRATULATIONS EXTENDED TO GERMAN AMERICAN POLICE ASSOCIATION ON ITS TWENTIETH ANNIVERSARY.

WHEREAS, The German American Police Association was founded in January 1975 within the boundaries of the 47th Ward in the City of Chicago; and

WHEREAS, While the Association now includes many law enforcement officials throughout the suburbs and the entire continental United States, the great majority of members are Chicago police officers of all ranks; and

WHEREAS, The not-for-profit fraternal group meets regularly in the City of Chicago with the goal of establishing friendship between the various law enforcement agencies and its constituents for a better understanding of common problems; and

WHEREAS, The association's good works include supporting the German Altenheim in Forest Park and various widows and orphans, and hosting various police groups and officers from Germany, Austria, the Netherlands, Luxembourg and Switzerland; and

WHEREAS, At the 1995 Oktoberfest the association will award one Five Hundred Dollar scholarship in memory of Casper Lauer, the first police officer killed in the line of duty in Chicago and the State of Illinois, and one Five Hundred Dollar scholarship in memory of Larry Vincent, the first, and hopefully only, German American Police Association member to be killed in the line of duty; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago, and the president of this body, The Honorable Richard M. Daley, Mayor of the City of Chicago, do hereby honor and congratulate the German American Police Association for its years of good works on the occasion of its twentieth anniversary.

EXPRESSION OF SUPPORT FOR SECOND ANNUAL "IMMUNIZE FOR HEALTHY LIVES PROGRAM" AND AUGUST DECLARED "CHILD IMMUNIZATION MONTH IN CHICAGO".

WHEREAS, Nearly half of all Chicagoland children under age two go unprotected against life-threatening, yet preventable diseases such as measles, meningitis and whooping cough because they are not properly immunized; and

WHEREAS, McDonald's Owners of Chicagoland and northwest Indiana, CIGNA Healthcare, Department of Health in the Chicagoland area, and the American Academy of Pediatrics have partnered together to address this serious healthy risk facing our children by implementing the "Immunize for Healthy Lives" program; and

WHEREAS, CIGNA Healthcare has coordinated a network of more than one hundred sites where children can receive their needed immunizations during August; and

WHEREAS, Chicago recognizes the need for providing a healthy and nurturing environment for our children, who are our future; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of the Chicago and the president of this body, The Honorable Richard M. Daley, Mayor of the City of Chicago, do hereby resolve that August is "Child Immunization Month" in Chicago, and urge all Chicagoans to be aware of the important efforts these groups are making on behalf of our youngest citizens.

CONGRATULATIONS EXTENDED TO SILENT COOPERATIVE APARTMENTS ON ITS TENTH ANNIVERSARY.

WHEREAS, The Silent Cooperative Apartments, 2500 West Belmont Avenue on Chicago's great north side, celebrates its tenth anniversary this year; and

WHEREAS, The Silent Cooperative Apartments opened June 25, 1985, as the first residential building in the United States constructed to meet the special needs of not only a specialized deaf and hearing-impaired population, but also individuals with physical disabilities and people older than sixty-two; and

WHEREAS, The Apartments were made possible through the efforts of the Illinois Association of the Deaf and the United States Department of Housing and Urban Development, this ninety-nine-unit apartment building has been managed by Diversified Realty Group; and

WHEREAS, The Silent Cooperative Apartments is a source of great pride to the City of Chicago, providing some of our most treasured citizens with much needed affordable housing and special construction, including lights that indicate someone is at the door or fire emergency, to ensure the safety and well-being of residents; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago and the president of this body, The Honorable Richard M. Daley, Mayor of the City of Chicago, do hereby honor and congratulate the Illinois Association of the Deaf, the United States Department of Housing and Urban Development and Diversified Realty Group on the occasion of its tenth anniversary and extend our best wishes for the continuing success of this great enterprise; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the management of the Silent Cooperative Apartments.

Presented By

ALDERMAN M. SMITH (48th Ward):

CONGRATULATIONS EXTENDED TO MRS. MAMIE GERTZ ON HER EIGHTIETH BIRTHDAY.

WHEREAS, Mrs. Mamie Gertz, one of the most active and vital members of the Chicago community, celebrated her eightieth birthday April 15, 1995; and

WHEREAS, The wife of well-known and much respected Attorney Elmer Gertz, Mamie Gertz has long been a representative of one of this City's finest families as she enters her eighty-first year; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, 1995, A.D., do hereby express our heartiest congratulations to Mrs. Mamie Gertz in recognition of her eightieth birthday, and extend to this fine citizen our best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Mamie Gertz.

CONGRATULATIONS EXTENDED TO MS. GLADYS ROSENTHAL ON HER EIGHTIETH BIRTHDAY.

WHEREAS, Gladys Rosenthal, an effervescent, longtime friend and neighbor to many other residents of Chicago's 48th Ward, celebrated her eightieth birthday July 6, 1995; and

WHEREAS, Born in East Chicago, Indiana, July 6, 1915, Gladys Rosenthal has spent most of her life in Chicagoland and has long been a member of the Church of the Atonement, where her vitality and panache have earned her the nickname of "Auntie Mame"; and

WHEREAS, A committed community activist, Gladys Rosenthal celebrated this occasion with her many friends and her loving family, which includes two children, two grandchildren, and a host of other relatives; 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 heartiest congratulations to Gladys Rosenthal in recognition of her eightieth birthday celebration, and extend to this fine citizen our very best wishes for continuing happiness and fulfillment; and

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

CONGRATULATIONS EXTENDED TO IMMIGRANT/REFUGEE AREA HEALTH EDUCATION CENTER FOR ITS OUTSTANDING CONTRIBUTIONS AND BEST WISHES ON 1995 NATIONAL A.H.E.C. WORKSHOP.

WHEREAS, The Immigrant/Refugee Area Health Education Center at 4753 North Broadway in the heart of Chicago's north side, has made giant

strides in providing information and health education to the many thousands who have come to this great City in search of a better way of life; and

WHEREAS, The Immigrant/Refugee Area Health Education Center is a project of Chicago Osteopathic Health Systems and is hosting the 1995 National A.H.E.C. Workshop July 10 -- 13, at the Palmer House Hilton, Chicago. Over five hundred people from across the nation are expected to attend this comprehensive educational event, which yields so much help to our newest residents; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, 1995, A.D., do hereby congratulate the Immigrant/Refugee Area Health Education Center on its outstanding contributions to the many new residents who settle here from countries far and wide, and extend our best wishes for a productive 1995 National A.H.E.C. Workshop; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Immigrant/Refugee Area Health Education Center.

RECOGNITION OF JAIN SOCIETY OF METROPOLITAN CHICAGO ON PROMOTION OF "PEACE THROUGH NON-VIOLENCE" CONFERENCE.

WHEREAS, The Jain Society of Metropolitan Chicago recently hosted a Jaina-Jain Association of North America conference on July 3, 1995; and

WHEREAS, The Jain religion is over ten thousand years old and its major precept is non-violence toward all living things. Its conference on "Peace Through Non-Violence" featured discussion by representatives of many religions: Jain, Hindu, Buddhist, Jewish, Catholic, Muslim, Sikh, Protestant, Zoroastrian and other faiths; and

WHEREAS, As part of the Metropolitan Chicago Inter-religious Initiative, the Jains have joined all the other major religions in the greater Chicagoland area to work toward a consultive effort of inter-religious dialogue; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, 1995, A.D., do hereby pay tribute to the Jain Society of Metropolitan Chicago on the promotion of "Peace Through Non-Violence" and extend to this outstanding

spiritual organization our very best wishes for continuing success and influence; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Jain Society of Metropolitan Chicago.

CONGRATULATIONS EXTENDED TO UNITY LUTHERAN CHURCH ON ITS NINETIETH ANNIVERSARY.

WHEREAS, Unity Lutheran Church, located at Balmoral and Magnolia Avenues in the heart of Chicago's great north side, is currently celebrating its ninetieth anniversary; and

WHEREAS, On June 24, 1995, its many members and friends gathered at a gala benefit concert in commemoration of the nine decade success of this outstanding religious institution which has meant so much to its grateful community; and

WHEREAS, As Unity Lutheran Church moves into its tenth decade, its outstanding influence continues to prosper and inspire; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of July, 1995, A.D., do hereby congratulate the leaders, staff and members of Unity Lutheran Church in recognition of the ninetieth anniversary of this great religious institution, and express our hope for its continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Unity Lutheran Church.

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.

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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
GRANATO (1st Ward)	North Hermitage Avenue, at 801 -- 9:00 A.M. to 7:00 P.M. -- no exceptions;
STEELE (6th Ward)	South Cottage Grove Avenue, at 7300 -- 7302 -- 8:00 A.M. to 9:00 P.M. -- no exceptions;
CHANDLER (24th Ward)	West Ogden Avenue, at 3860 -- at all times -- daily (handicapped loading zone);
BURNETT (27th Ward)	North Clinton Street, at 118 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
	North Green Street (east side) at 822 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
	West Madison Street, at 1143 -- 8:00 A.M. to 12:00 Midnight -- daily;
	West Ohio Street, at 849 -- at all times -- no exceptions;
	West Randolph Street, at 727 -- 8:00 A.M. to 12:00 Midnight -- Monday through Saturday;
	West Weed Street, at 815 (for three spaces) 6:00 A.M. to 6:00 P.M. -- Monday through Friday (handicapped loading zone);
WOJCIK (30th Ward)	West Belmont Avenue, at 5335 -- 9:00 A.M. to 9:00 P.M. -- daily;
	West Belmont Avenue, at 5545 -- 5559 -- 9:00 A.M. to 9:00 P.M. -- no exceptions;
	North Pulaski Road, at 4334 -- 7:30 A.M. to 5:00 P.M. -- Monday through Friday;
SUAREZ (31st Ward)	West Fullerton Avenue, at 4455 -- at all times -- no parking -- no exceptions;
MELL (33rd Ward)	North Elston Avenue, at 3350 (post sign on North Sacramento Boulevard) 8:00 A.M. to 5:00 P.M. -- Monday through Friday -- no parking;

Alderman	Location, Distance And Time
	West Irving Park Road, at 3313, 3315 and 3317 -- 8:00 A.M. to 11:00 P.M. -- daily -- no parking;
ALLEN (38th Ward)	West Irving Park Road, at 6027 -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday;
O'CONNOR (40th Ward)	North Ashland Avenue, at 5637;
NATARUS (42nd Ward)	North Clark Street, at 516 (for a distance of 40 feet) 7:00 A.M. to 11:00 P.M. -- daily (valet service) unattended vehicles must have lights flashing -- tow-away zone -- after fifteen minutes;
	East Elm Street, at 22 -- 4:00 P.M. to 2:00 A.M. -- daily (tow-away zone);
	South Wabash Avenue, at 1234 (for a distance of 40 feet) at all times -- daily (tow-away zone);
	North Wells Street, at 714 -- 10:00 A.M. to 7:00 P.M. -- Monday through Saturday (tow-away zone);
BERNARDINI (43rd Ward)	North Clark Street, at 1816 -- at all times -- no exceptions (valet service);
HANSEN (44th Ward)	North Clark Street, at 3330 (in lieu of two parking meters) 5:00 P.M. to 12:00 Midnight -- no exceptions (valet service);
	West Surf Street, at 555 -- at all times -- no exceptions (valet service);

Alderman	Location, Distance And Time
SHILLER (46th Ward)	West Lawrence Avenue, at 1111 (for a distance of 25 feet) 12:00 Noon to 10:00 P.M. -- Monday through Saturday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF NORTH ELSTON AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on February 9, 1994 (Council Journal of Proceedings, page 45253) which established loading zones on portions of specified public ways by striking the words: "North Elston Avenue (east side) from a point 150 feet south of West Division Street, to a point 25 feet south thereof -- 7:00 P.M. to 2:00 A.M. (loading zone/tow-away zone) (93-1244)" and inserting in lieu thereof: "North Elston Avenue (east side) from a point 150 feet south of West Division Street, to a point 25 feet south thereof -- 6:00 P.M. to 2:00 A.M. -- Monday through Friday and 10:00 A.M. to 2:00 A.M. -- Saturday and Sunday (loading zone/tow-away zone)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 3146 NORTH SHEFFIELD AVENUE.

Alderman Hansen (44th 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: "North Sheffield Avenue, at 3146 -- 4:00 P.M. to 1:00 A.M. -- Monday through Thursday and 4:00 P.M. to 2:00 A.M. -- Saturday and Sunday" and inserting in lieu thereof: "North Sheffield Avenue, at 3146 -- 4:00 P.M. to 2:00 A.M. -- daily", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF WEST 18TH STREET.

Alderman Medrano (25th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 15, 1995 (Council Journal of Proceedings, page 67584) which established loading zones on portions of specified public ways by striking the words: "West 18th Street (south side) from a point 207 feet west of South Laflin Street, to a point 19 feet west thereof" and inserting in lieu thereof: "West 18th Street (south side) from a point 201 feet west of South Laflin Street, to a point 19 feet west thereof", 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 Distance
HAITHCOCK for *PRECKWINKLE* (4th Ward)	East 37th Place, from South Cottage Grove Avenue to South Vincennes Avenue -- westerly;
BEAVERS (7th Ward)	East Cheltenham Place, from South Coles Avenue to South South Shore Drive -- westerly;
JONES (15th Ward)	South Hoyne Avenue, from 7300 to 7400 -- southerly;

Alderman	Location And Distance
	South Winchester Avenue, from 6300 to 6314 (to alley) southerly;
	South Wolcott Avenue, from 6300 to 6314 (to alley) northerly;
MEDRANO (25th Ward)	South Bishop Street, from West 18th Street to West 19th Street -- northerly;
	South Wentworth Avenue (east side) from West 23rd Place to West 24th Street -- easterly;
WOJCIK (30th Ward)	West Cullom Avenue, from North Harding Avenue to North Lawndale Avenue -- westerly;
BANKS (36th Ward)	First east/west alley north of West Belmont Avenue, from North Rutherford Avenue to North Normandy Avenue -- easterly;
ALLEN (38th Ward)	North Mango Avenue, in the 4400 block -- northerly.

Referred -- CONSIDERATION TO ALLOW TWO-WAY TRAFFIC ON PORTION OF WEST CHARLESTON AVENUE.

Alderman Ocasio (26th Ward) presented a proposed ordinance to give consideration to allow two-way traffic on West Charleston Avenue, between North Western Avenue and the first alley west thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF EAST 52ND STREET.

Alderman Haithcock for Alderman Preckwinkle (4th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on March 2, 1951 (Council Journal of Proceedings, page 7972) which restricted the movement of vehicular traffic to a single direction on portions of specified public ways by striking the words: "East 52nd Street, from South Lake Park Avenue to South Cottage Grove Avenue -- westerly" and inserting in lieu thereof: "East 52nd Street, from South Harper Avenue to South Cottage Grove Avenue -- westerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RECISION OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF SOUTH WABASH AVENUE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to rescind an ordinance passed by the City Council on November 2, 1994 (Council Journal of Proceedings, page 58630) which restricted the flow of traffic to a northerly direction on South Wabash Avenue, 110 feet from the corner at East Adams Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR INSTALLATION OF PARKING METERS ON PORTION OF WEST LAKE STREET.

Alderman Burnett (27th Ward) presented a proposed order directing the Commissioner of Transportation to install parking meters on West Lake Street, from North Jefferson Street to North Union Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING METERS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the removal of parking meters at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
MELL (33rd Ward)	West Irving Park Road, in front of 3313, 3315 and 3317 (to be replaced with a loading zone);
HANSEN (44th Ward)	North Clark Street, at 3330 (for establishment of loading zone with valet service).

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
O'CONNOR (40th Ward)	West Foster Avenue, at 1820 -- one hour limit -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday;
STONE (50th Ward)	North Western Avenue, from West Arthur Avenue to West Albion Avenue -- two hour limit -- 8:00 A.M. to 10:00 P.M. -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH LIMITED PARKING DURING SPECIFIED HOURS ON PORTION OF SOUTH DR. MARTIN LUTHER KING, JR. DRIVE.

Alderman Troutman (20th 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: "South Dr. Martin Luther King, Jr. Drive, from East 55th Street to East 60th Street -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
GRANATO (1st Ward)	West Crystal Street, at 2638 (except for handicapped);
	North Hoyne Avenue, at 1569 (except for handicapped);
	North Marion Court, at 1248 (except for handicapped);
	North Marshfield Avenue, at 862 (except for handicapped);
	West Pierce Avenue, at 2046 (except for handicapped);
	West Walton Street, at 1351 (except for handicapped);

Alderman	Location And Distance
HAITHCOCK (2nd Ward)	East 37th Street, at 252 (except for handicapped);
HAITHCOCK for *PRECKWINKLE* (4th Ward)	South Drexel Avenue, at 5408 (except for handicapped);
HOLT (5th Ward)	South Drexel Avenue, at 7356 (except for handicapped);
	South Greenwood Avenue, at 7726 (except for handicapped);
	South Paxton Avenue, at 6811 (except for handicapped);
STEELE (6th Ward)	South Evans Avenue, at 7419 (except for handicapped);
	South Evans Avenue, at 8141 (except for handicapped);
	South Forest Avenue, at 9650 (except for handicapped);
	East 78th Street, at 649 (except for handicapped);
	East 89th Street, at 639 (except for handicapped);
BEAVERS (7th Ward)	South Kingston Avenue, at 8406 (except for handicapped);
	South Saginaw Avenue, at 8625 (except for handicapped);
DIXON (8th Ward)	South Blackstone Avenue, at 8841 (except for handicapped);

Alderman	Location And Distance
	South Cregier Avenue, at 8932 (except for handicapped);
	South Maryland Avenue, at 8201 (except for handicapped);
	East 91st Street, at 1408 (except for handicapped);
SHAW (9th Ward)	South Indiana Avenue, at 11324 (except for handicapped);
	South Indiana Avenue, at 11809 (except for handicapped);
	South Parnell Avenue, at 9916 (except for handicapped);
	South Yale Avenue, at 10034 (except for handicapped);
HUELS (11th Ward)	South Union Avenue, at 3608 (except for handicapped);
	South Wallace Street, at 3000;
	South Wallace Street, at 3750 (except for handicapped);
	West 28th Street, at 478 (except for handicapped);
	West 32nd Place, at 1628 (except for handicapped);
	West 47th Place, at 620 (except for handicapped);
FRIAS (12th Ward)	South Christiana Avenue, at 2241 (except for handicapped);
	South Honore Street, at 4333 (except for handicapped);

Alderman	Location And Distance
	South Rockwell Street, at 3527 (except for handicapped);
	West 25th Street, at 2418 (except for handicapped);
	West 34th Place, at 2416 (except for handicapped);
	West 38th Street, at 2862 (except for handicapped);
OLIVO (13th Ward)	West 60th Street, at 3727 (except for handicapped);
BURKE (14th Ward)	South Damen Avenue, at 4930 (except for handicapped);
	South Homan Avenue, at 5729 (except for handicapped);
	South Maplewood Avenue, at 5210 (except for handicapped);
	South Whipple Street, at 5933 (except for handicapped);
	West 50th Place, at 2238 (except for handicapped);
JONES (15th Ward)	South Winchester Avenue, at 7142 (except for handicapped);
COLEMAN (16th Ward)	South Bishop Street, at 5339 (except for handicapped);
	South Fairfield Avenue, at 5621 (except for handicapped);
	South Hermitage Avenue, at 4802 (except for handicapped);

Alderman	Location And Distance
STREETER (17th Ward)	South Aberdeen Street, at 7734 (except for handicapped);
	South May Street, at 7437 (except for handicapped);
	South Princeton Avenue, at 7413 (except for handicapped);
	South Wood Street, at 7712 (except for handicapped);
	West 71st Street, at 1245 (except for handicapped);
MURPHY (18th Ward)	South Ada Street, at 8031 (except for handicapped);
	South Elizabeth Street, at 8623 (except for handicapped);
	South Marshfield Avenue, at 8205 (except for handicapped);
	South Throop Street, at 8108 (except for handicapped);
RUGAI (19th Ward)	West 103rd Street, at 1814 (except for handicapped);
TROUTMAN (20th Ward)	South Greenwood Avenue, at 6521 (except for handicapped);
EVANS (21st Ward)	South Ada Street, at 8839 (except for handicapped);
	South Carpenter Street, at 8749 (except for handicapped);
	South Morgan Street, at 8211 (except for handicapped);

Alderman	Location And Distance
	South Normal Avenue, at 9302 (except for handicapped);
	West 112th Place, at 1124 (except for handicapped);
	West 112th Place, at 1240 (except for handicapped);
ZALEWSKI (23rd Ward)	South Leclaire Avenue, at 4618 (except for handicapped);
	South McVicker Avenue, at 6122 (except for handicapped);
	South Merrimac Avenue, at 5828 (except for handicapped);
	South Normandy Avenue, at 5547 (except for handicapped);
	South Ridgeway Avenue, at 5125 (except for handicapped);
CHANDLER (24th Ward)	West Ogden Avenue, at 3860 (requesting two spaces) (except for handicapped);
	West 19th Street, at 3936 (except for handicapped);
MEDRANO (25th Ward)	West 21st Place, at 2235 (except for handicapped);
	West 21st Street, at 2345 (except for handicapped);
	West 23rd Street, at 2321 (except for handicapped);
	West 24th Street, at 2333 (except for handicapped);

Alderman	Location And Distance
BURNETT (27th Ward)	West Huron Street, at 945 -- 947 (except for handicapped);
E. SMITH (28th Ward)	West Carroll Avenue, at 3523 (except for handicapped);
	West Monroe Street, at 4828 (except for handicapped);
	South Ridgeway Avenue, at 519 (except for handicapped);
	West Roosevelt Road, at 2838 (except for handicapped);
	South Spaulding Avenue, at 1835 (except for handicapped);
	West Walnut Street, at 3263 (except for handicapped);
	West Warren Boulevard, at 2843 (except for handicapped);
	West Washington Boulevard, at 2725 (except for handicapped);
	West Washington Boulevard, at 4749 (except for handicapped);
	West West End Avenue, 4744 (except for handicapped);
BURRELL (29th Ward)	North Austin Boulevard, at 161 (except for handicapped);
	West Jackson Boulevard, at 5237 (except for handicapped);
	South Mason Avenue, at 128 (except for handicapped);
	North Menard Avenue, at 1044 (except for handicapped);

Alderman	Location And Distance
	North Monitor Avenue, at 2133 (except for handicapped);
	West Superior Street, at 5900 (except for handicapped);
WOJCIK (30th Ward)	West Deming Place, at 4911 (except for handicapped);
	West Fletcher Place, at 4909 (except for handicapped);
	North Hamlin Avenue, at 4015 (except for handicapped);
	North Karlov Avenue, at 3340 (except for handicapped);
	North Kilpatrick Avenue, at 3500 (except for handicapped);
	West Roscoe Street (both sides) from North Cicero Avenue to North Keating Avenue (tow zone);
SUAREZ (31st Ward)	North Avers Avenue, at 2254 (except for handicapped);
	North Keeler Avenue, at 1543 (except for handicapped);
	North Keystone Avenue, at 2143 (except for handicapped);
	North Kildare Avenue, at 2843 (except for handicapped);
	North Lavergne Avenue, at 2107 (except for handicapped);
GABINSKI (32nd Ward)	North Wolcott Avenue, at 1058 (except for handicapped);

Alderman	Location And Distance
MELL (33rd Ward)	North Bernard Street, at 4326 (except for handicapped);
	North Whipple Street, at 3637 (except for handicapped);
AUSTIN (34th Ward)	South Lafayette Avenue, at 11847 (except for handicapped);
	South Normal Avenue, at 10617 (except for handicapped);
	South Normal Avenue, at 10742 (except for handicapped);
	West 110th Street, at 120 (except for handicapped);
BANKS (36th Ward)	West Berwyn Avenue, at 8732 (except for handicapped);
	West Diversey Avenue, at 7050 (alongside on North Nordica Avenue) (except for handicapped);
GILES (37th Ward)	West Concord Place, at 5150 (except for handicapped);
	West Crystal Street, at 4142 (except for handicapped);
	West Iowa Street, at 4306 (except for handicapped);
	North Kostner Avenue, at 816 (place sign from the first tree at the alley southbound to West Chicago Avenue) (tow-zone);
	West St. Paul Avenue, at 4830 (except for handicapped);

Alderman	Location And Distance
ALLEN (38th Ward)	West Addison Street, at 4819 (except for handicapped);
	West Addison Street, at 6320 (except for handicapped);
	West Gunnison Street, at 6007 (except for handicapped);
	North Mobile Avenue, at 4533 (except for handicapped);
LAURINO (39th Ward)	North Keystone Avenue, at 6204 (except for handicapped);
O'CONNOR (40th Ward)	West Berwyn Avenue, at 2131 (except for handicapped);
	West Winona Street, at 2547 (except for handicapped);
DOHERTY (41st Ward)	North Nashville Avenue, at 5238 (except for handicapped);
NATARUS (42nd Ward)	East Pearson Street, at 180 (except for handicapped);
	North State Parkway, at 1340 (except for handicapped);
BERNARDINI (43rd Ward)	North Cleveland Avenue, at 2243 (except for handicapped);
	North Kenmore Avenue, at 2719 (except for handicapped);
HANSEN (44th Ward)	North Kenmore Avenue, at 3136 (except for handicapped);

Alderman	Location And Distance
LEVAR (45th Ward)	North Mason Avenue, at 5637 (except for handicapped);
MOORE (49th Ward)	North Sheridan Road, at 7621 (except for handicapped);
STONE (50th Ward)	North Oakley Avenue, at 6357 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4832 WEST BALMORAL 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 Balmoral Avenue, at 4832 (Handicapped Parking Permit 4593)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 13304 SOUTH BRANDON 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 Brandon Avenue, at 13304 (Handicapped Parking Permit 10901)", which was *Referred to the Committee On Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1816 NORTH CLARK STREET

Alderman Bernardini (43rd 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 Clark Street, at 1816", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 11344 SOUTH EMERALD AVENUE.

Alderman Austin (34th 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 Emerald Avenue, at 11344 (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 2254 NORTH HAMLIN AVENUE.

Alderman Suarez (31st 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 Hamlin Avenue, at 2254 (Handicapped Parking Permit 1424)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5353 WEST HENDERSON STREET.

Alderman Allen (38th 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 Henderson Street, at 5353 (Handicapped Parking Permit 513)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7957 SOUTH HERMITAGE 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 Hermitage Avenue, at 7957 (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 7530 SOUTH INGLESIDE AVENUE.

Alderman Holt (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Ingleside Avenue, at 7530 (Handicapped Parking Permit 1377)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES ON PORTION OF NORTH KARLOV 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 Karlov Avenue (west side) between West School Street and West Belmont Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7923 SOUTH KOMENSKY 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 Komensky Avenue, at 7923 (Handicapped Parking Permit 7292)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8048 SOUTH LUELLA AVENUE.

Alderman Dixon (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Luella Avenue, at 8048 (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 2643 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 2643 (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 5229 SOUTH MAPLEWOOD AVENUE.

Alderman Burke (14th 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 Maplewood Avenue, at 5229 (Handicapped Parking Permit 7607)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3138 NORTH MARMORA AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Marmora Avenue, at 3138 (Handicapped Parking Permit 8754)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5346 SOUTH MAY STREET.

Alderman Coleman (16th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South May Street, at 5346 (Handicapped Parking Permit 5504)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2016 WEST MC LEAN AVENUE.

Alderman Gabinski (32nd 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 McLean Avenue, at 2016 (Handicapped Parking Permit 8986)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2250 NORTH NEVA AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Neva Avenue, at 2250 (Handicapped Parking Permit 10616)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3132 NORTH NORDICA AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Nordica Avenue, at 3132 (Handicapped Parking Permit 8751)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6420 SOUTH PEORIA STREET.

Alderman Coleman (16th 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 Peoria Street, at 6420 (Handicapped Parking Permit 3230)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3522 WEST PERSHING ROAD.

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 Pershing Road, at 3522 (Handicapped Parking Permit 5350)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5607 SOUTH SACRAMENTO AVENUE.

Alderman Burke (14th 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 Sacramento Avenue, at 5607 (Handicapped Parking Permit 8720)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6113 WEST SCHOOL STREET.

Alderman Allen (38th 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 School Street, at 6113 (Handicapped Parking Permit 6769)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES ON PORTION OF NORTH TALMAN 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 Talman Avenue, at 4864 (Handicapped Parking Permit 8741)" and inserting in lieu thereof: "North Kedvale Avenue, at 4147", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4730 SOUTH WABASH AVENUE.

Alderman Tillman (3rd 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 Wabash Avenue, at 4730 (Handicapped Parking Permit 7355)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5250 WEST WAVELAND AVENUE.

Alderman Allen (38th 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 Waveland Avenue, at 5250 (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 3641 SOUTH WINCHESTER 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 Winchester Avenue, at 3641 (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 216 WEST 33RD 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: "West 33rd Street, at 216 (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 2512 WEST 50TH STREET.

Alderman Burke (14th 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 50th Street, at 2512 (Handicapped Parking Permit 5953)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1735 EAST 67TH STREET.

Alderman Holt (5th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "East 67th Street, at 1735 (Handicapped Parking Permit A47658)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL TIMES TO 7140 SOUTH WOLCOTT AVENUE.

Alderman Jones (15th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 7957 South Hermitage Avenue to a new location at 7140 South Wolcott Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
HAITHCOCK for *PRECKWINKLE* (4th Ward)	South Harper Avenue (east side) from a point 20 feet south of East 53rd Street, to a point 40 feet south thereof -- 11:00 A.M. to 12:00 Midnight (tow-away zone);
BURKE (14th Ward)	South Archer Avenue (north side) from South Western Avenue to West 47th Street -- 7:00 A.M. to 9:00 A.M. -- Mondays (for street cleaning purposes from April 1 to November 15, 1995);
	South Kedzie Avenue (west side) from 3900 south to West 67th Street -- 7:00 A.M. to 9:00 A.M. -- Tuesdays (for street cleaning purposes from April 1 to November 15, 1995);

Alderman	Location, Distance And Time
	West 47th Street (north side) from South California Avenue to South Archer Avenue -- 7:00 A.M. to 9:00 A.M. -- Wednesdays (for street cleaning purposes from April 1 to November 15, 1995);
	West 63rd Street (north side) from South California Avenue to South Kedzie Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday (for street cleaning purposes from April 1 to November 15, 1995);
	West 63rd Street (south side) from South St. Louis Avenue to South California Avenue -- 7:00 A.M. to 9:00 A.M. -- Wednesdays (for street cleaning purposes from April 1 to November 15, 1995);
ZALEWSKI (23rd Ward)	West 50th Street (north side) from South Cicero Avenue to the first alley east thereof -- 6:00 P.M. to 5:00 A.M. -- no exceptions;
SHILLER (46th Ward)	West Carmen Avenue, at 1226 (for a distance of 25 feet thereof) 9:30 A.M. to 9:30 P.M. -- daily (tow-away zone) public benefit.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF NORTH CICERO 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 portion of various public ways by striking the words: "North

Cicero Avenue, from West North Avenue to West LeMoyne Street -- no parking anytime" and inserting in lieu thereof: "North Cicero Avenue, from West North Avenue to West LeMoyne Street -- no parking -- Monday through Friday -- 7:00 A.M. to 9:00 A.M. -- street cleaning", 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 CLARK STREET.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portion of various public ways by striking the words: "North Clark Street (east side) between West North Avenue and West Diversey Parkway -- 4:00 P.M. to 6:00 P.M.", 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 WESTERN AVENUE.

Alderman Rugai (19th Ward) presented a proposed order to amend an ordinance passed by the City Council on March 14, 1957 (Council Journal of Proceedings, page 4492) which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "South Western Avenue (both sides) from West 108th Street to West 109th Street -- 8:00 A.M. to 6:00 P.M. -- one hour (except Sunday and holidays)" and inserting in lieu thereof: "South Western Avenue (west side) from West 108th Street to West 109th Street and (east side) from 10833 to 10900 -- 8:00 A.M. to 6:00 P.M. -- one hour (except Sunday and holidays)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCES WHICH PROHIBITED PARKING DURING RUSH HOURS ON PORTIONS OF WEST DIVISION STREET.

Alderman Ocasio (26th Ward) presented five proposed ordinances to repeal previously passed ordinances which prohibited the parking of vehicles during rush hours on portions of West Division Street, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

West Division Street (north side) from a point 200 feet east, to a point 200 feet west of North California Avenue -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday;

West Division Street (north side) from North Kedzie Avenue, to a point 200 feet west thereof -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday;

West Division Street (north side) from a point 200 feet east, to a point 200 feet west of North Homan Avenue -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday;

West Division Street (north side) from North Humboldt Boulevard, to a point 200 feet east thereof -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday; and

West Division Street (south side) from North Western Avenue, to a point 200 feet east thereof -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday.

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
STEELE (6th Ward)	South Indiana Avenue (east side) in the 7500 block -- at all times;

Alderman	Location, Distance And Time
	East 85th Street (north side) between South Calumet Avenue and South Dr. Martin Luther King, Jr. Drive -- at all times;
FRIAS (12th Ward)	South Fairfield Avenue (both sides) in the 1800 block -- at all times;
ZALEWSKI (23rd Ward)	South Avers Avenue, between West 55th Street and the first alley north thereof -- at all times;
	South Mayfield Avenue (west side) in the 5300 block -- 8:00 A.M. to 12:00 Midnight -- daily;
OCASIO (26th Ward)	North Artesian Avenue, in the 2700 block;
	North Campbell Avenue, in the 2700 block;
	North Monticello Avenue, in the 1600 block;
	West Shakespeare Avenue, in the 2500 block;
BURNETT (27th Ward)	West Ohio Street (both sides) in the 2400 block -- at all times;
WOJCIK (30th Ward)	North Avers Avenue, in the 4300 block -- at all times;
	West Melrose Street, in the 5200 block -- at all times;
	North Springfield Avenue, in the 2900 block -- at all times;

Alderman	Location, Distance And Time
BANKS (36th Ward)	North Mobile Avenue, in the 2900 block -- 7:30 A.M. to 4:30 P.M. -- Monday through Friday;
ALLEN (38th Ward)	West Eddy Street (both sides) in the 5400 block -- at all times;
BERNARDINI (43rd Ward)	North Clifton Avenue (both sides) in the 2000 block -- 6:00 P.M. to 6:00 A.M. -- daily;
	North Clifton Avenue (both sides) in the 2100 block -- 6:00 P.M. to 6:00 A.M. -- daily;
	West Dickens Avenue (both sides) in the 1100 block -- 6:00 P.M. to 6:00 A.M. -- daily;
	North Kenmore Avenue (both sides) in the 2100 block -- 6:00 P.M. to 9:00 A.M. -- daily;
	North Larrabee Street (both sides) from 1740 through 1800 block -- 6:00 P.M. to 12:00 Midnight -- daily;
	North Racine Avenue (both sides) in the 2100 block -- 6:00 P.M. to 6:00 A.M. -- daily;
	North Sedgwick Street (both sides) in the 2000 block -- 6:00 P.M. to 6:00 A.M. -- daily;
	West Wisconsin Street (both sides) in the 900 block -- 6:00 P.M. to 12:00 Midnight -- daily;

Alderman	Location, Distance And Time
M. SMITH (48th Ward)	West Castlewood Terrace (both sides) between North Marine Drive and North Magnolia Avenue -- 6:00 P.M. to 6:00 A.M..

Referred -- AUTHORIZATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 8 TO INCLUDE PORTIONS OF WEST NORTH SHORE AVENUE AND WEST PRATT BOULEVARD.

Alderman Doherty (41st Ward) presented two proposed orders to extend Residental Permit Parking Zone 8 to include the following locations for the distance and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

West North Shore Avenue (south side) from North Ozanam Avenue to the first alley east thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday; and

West Pratt Avenue (south side) from North Oriole Avenue to the first alley east thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday.

Referred -- AUTHORIZATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 101 TO INCLUDE PORTION OF WEST BERWYN AVENUE.

Alderman Levar (45th Ward) presented a proposed order to extend Residential Permit Parking Zone 101 to include West Berwyn Avenue, from North Leamington Avenue to the first alley east thereof (5126 West Berwyn Avenue), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 264 TO INCLUDE PORTION OF WEST LELAND AVENUE.

Alderman Levar (45th Ward) presented a proposed order to extend Residential Parking Zone 264 to include the south side of West Leland Avenue, from North Leamington Avenue to the first alley west thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 384 TO INCLUDE 600 AND 700 BLOCKS OF WEST ROSCOE STREET.

Alderman Hansen (44th Ward) presented a proposed order to extend Residential Permit Parking Zone 384 to include the 600 and 700 blocks of West Roscoe Street, to be in effect from 5:00 P.M. to 5:00 A.M., daily, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF NORTH MELVINA AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 13, 1989 (Council Journal of Proceedings, page 5040) which established residential permit parking zones on portions of specified public ways by striking the words: "North Melvina Avenue (both sides) in the 1600 block -- at all times", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST PATTERSON AVENUE.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking

zones on portions of specified public ways by striking the words: "West Patterson Avenue (both sides) in the 4800 block -- 6:00 A.M. to 6:00 P.M. -- daily (Zone 48)" and inserting in lieu thereof: "West Patterson Avenue (both sides) in the 4800 block -- 6:00 P.M. to 6:00 A.M. -- daily (Zone 48)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF RESIDENTIAL PERMIT PARKING ZONE TO 2702 AND 2711 WEST JULIA COURT.

Alderman Colom (35th Ward) presented a proposed order to relocate a residential permit parking zone from 2700 West Julia Court to 2702 West Julia Court and from 2701 West Julia Court to 2711 West Julia Court, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE 142 ON PORTIONS OF NORTH CLEVELAND AVENUE AND NORTH MOHAWK STREET.

Alderman Bernardini (43rd Ward) presented a proposed ordinance to repeal a previously passed ordinance which established Residential Permit Parking Zone 142 on both sides of the 1600 block of North Cleveland Avenue and both sides of the 1600 and 1700 blocks of North Mohawk Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON PORTION OF SOUTH MORGAN STREET.

Alderman Murphy (18th Ward) presented a proposed ordinance to limit the speed of vehicles in the 8300 block of South Morgan Street to twenty-five miles per hour, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DESIGNATION OF SERVICE DRIVES/ DIAGONAL PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking in the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
FRIAS (12th Ward)	West 34th Place (south side) from South Western Avenue to the first alley west of and next to South Western Avenue;
MUNOZ (22nd Ward)	West 30th Street (south side) from South Drake Avenue to the first alley west thereof;
OCASIO (26th Ward)	West Charleston Avenue (north side) from North Western Avenue to the first alley west thereof; West Charleston Avenue (south side) from North Western Avenue to the first alley west thereof; North Rockwell Street (east side) from West Fullerton Avenue to the first alley south thereof;
WOJCIK (30th Ward)	North Keystone Avenue (east side) from North Milwaukee Avenue to the first alley south thereof; West Eastwood Avenue, at 2243 -- 2251 (for approximately 125 feet).

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT All TIMES AT SPECIFIED LOCATIONS.

Alderman Haithcock (2nd Ward) presented three proposed ordinances to establish tow-away zones at all times at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

South Indiana Avenue, at 2419;

South Michigan Avenue, in alley from 1100 to 1200;

East 25th Street, between South Michigan Avenue and South Dr. Martin Luther King, Jr. Drive.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED TOW-AWAY ZONE ON PORTION OF NORTH MAPLEWOOD AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on February 10, 1993 (Council Journal of Proceedings, page 28593) which established tow-away zones on portions of specified public ways by striking the words: "North Maplewood Avenue (both sides) north of West Montrose Avenue to the first alley north thereof" (92-1067), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AND CROSSWAY SYSTEM ON PORTION OF WEST JACKSON BOULEVARD.

Alderman Natarus (42nd Ward) presented a proposed ordinance directing the Commissioner of Transportation to give consideration to the installation of traffic control signals and a crossway system on the west side of the Jackson Boulevard bridge, just east of South Canal Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT INTERSECTION OF WEST BELMONT AVENUE AND NORTH PIONEER AVENUE.

Alderman Banks (36th Ward) presented a proposed order to direct the Commissioner of Transportation to give consideration to the installation of automatic traffic control control signals at the intersection of West Belmont Avenue and North Pioneer Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The alderman named below presented proposed orders to give consideration to 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
HOLT (5th Ward)	East 74th Street, at South Bennett Avenue -- "Stop";
	East 76th Street, at South Dante Avenue -- "Stop";
STEELE (6th Ward)	East 88th Place, at South Langley Avenue -- "Stop";
BEAVERS (7th Ward)	East 72nd Street, at South Crandon Avenue -- "Two-Way Stop";
	East 72nd Street, at South Luella Avenue -- "Two-Way Stop";
	East 72nd Street, at South Oglesby Avenue -- "Two-Way Stop";

Alderman	Location And Type of Sign
	East 91st Street and South Essex Avenue -- "All-Way Stop";
DIXON (8th Ward)	South Bennett Avenue, at East 80th Street -- "Stop";
	South Chappel Avenue, at East 78th Street -- "Stop";
	East 83rd Street and South Paxton Avenue -- "All-Way Stop";
	East 84th Place and South East End Avenue -- "All-Way Stop";
BUCHANAN (10th Ward)	East 128th Street and South Escanaba Avenue -- "Three-Way Stop";
HUELS (11th Ward)	West 49th Street, at South Union Avenue -- "Stop";
OLIVO (13th Ward)	South Kenneth Avenue, at West 66th Street -- "Stop";
	South Springfield Avenue, at West 76th Place -- "Stop";
	West 60th Street, at South Knox Avenue -- "Stop";
BURKE (14th Ward)	South Harding Avenue, at West 45th Street --"Stop";
JONES (15th Ward)	South Damen Avenue (both sides) from West 69th Street to West 74th Street -- "No Loitering Or Drinking In Public Way";

Alderman	Location And Type of Sign
	West 67th Street and South Winchester Avenue -- "Two-Way Stop";
	West 70th Street and South Hoyne Avenue -- "Four-Way Stop";
	West 71st Street (both sides) between South Ashland Avenue and South Hamilton Avenue -- "No Loitering Or Drinking In Public Way";
COLEMAN (16th Ward)	South Sangamon Street and West 58th Street -- "Four-Way Stop";
MURPHY (18th Ward)	South Hamlin Avenue, at West 86th Street -- "Stop";
	South Wolcott Avenue, at West 82nd Street -- "Stop";
	West 81st Street, at South Francisco Avenue -- "Stop";
	West 82nd Street, at South Wolcott Avenue -- "Stop";
	West 85th Street, at South Kilbourn Avenue -- "Stop";
RUGAI (19th Ward)	South Hale Avenue, at West Edmaire Street -- "Stop";
	South Hamilton Avenue, at 9460 and 9401 -- 9459 -- "Residential Parking Only -- Zone 12";
EVANS (21st Ward)	South Aberdeen Street, at West 114th Place -- "Stop";

Alderman	Location And Type of Sign
	South Carpenter Street, at West 113th Place -- "Stop";
	South Carpenter Street, at 114th Place -- "Stop";
	South Elizabeth Street, at West 114th Place -- "Stop";
	South May Street, at West 114th Place -- "Stop";
	South Throop Street, at West 114th Place -- "Stop";
	West 113th Place, at South Aberdeen Street -- "Stop";
	West 114th Place, at South Ada Street -- "Stop";
ZALEWSKI (23rd Ward)	South Mayfield Avenue, at West 53rd Street -- "Stop";
	South Newcastle Avenue, at West 53rd Street -- "Stop";
	West 51st Street, at South Linder Avenue -- "Stop";
	West 51st Street, at South Lotus Avenue -- "Stop";
	West 53rd Street, at South Kilpatrick Avenue -- "Stop";
MEDRANO (25th Ward)	West 16th Street and South Blue Island Avenue -- "Two-Way Stop";
	West 21st Place and South Wolcott Avenue -- "Two-Way Stop";

Alderman	Location And Type of Sign
BURNETT (27th Ward)	North Albany Avenue and West Franklin Boulevard -- "Two-Way Stop";
	North Albany Avenue and West Huron Street -- "Two-Way Stop";
	North Albany Avenue and West Ohio Street -- "Two-Way Stop";
	North Troy Street and West Huron Street -- "Two-Way Stop";
	North Troy Street and West Ohio Street -- "Two-Way Stop";
	North Trumbull Avenue and West Huron Street -- "Four-Way Stop";
E. SMITH (28th Ward)	West Lexington Street and South California Avenue -- "Four-Way Stop";
	West West End Avenue, at North Lamon Avenue -- "Stop";
	West West End Avenue, at North Lavergne Avenue -- "Stop";
BURRELL (29th Ward)	North Parkside Avenue, at West Altgeld Street -- "Stop";
WOJCIK (30th Ward)	West George Street and North Luna Avenue -- "Three-Way Stop";
	West Melrose Avenue, at North Karlov Avenue -- "Stop";
	West Schubert Avenue, at North Lavergne Avenue -- "Stop";

Alderman	Location And Type of Sign
GABINSKI (32nd Ward)	West Nelson Street, at North Lakewood Avenue -- "Stop";
MELL (33rd Ward)	North Albany Avenue and West Berteau Avenue -- "Two-Way Stop";
	North Albany Avenue and West Cullom Avenue -- "Two-Way Stop";
	North Sacramento Boulevard and West Cullom Avenue -- "Two-Way Stop";
	North Troy Street and West Berteau Avenue -- "Two-Way Stop";
	North Troy Street and West Cullom Avenue -- "Two-Way Stop";
	North Whipple Street and West Cullom Avenue -- "Two-Way Stop";
AUSTIN (34th Ward)	West 109th Street and South Normal Avenue -- "Four-Way Stop";
COLOM (35th Ward)	From 2456 North Richmond Street to 2900 west, on the corner of West Altgeld Street -- "No Through Traffic";
BANKS (36th Ward)	West Byron Street and North Page Avenue -- "Three-Way Stop";
	West Cahill Terrace and North Osage Avenue -- "Three-Way Stop";

Alderman	Location And Type of Sign
	First east/west alley north of West North Avenue, between North Nashville Avenue and North Natchez Avenue -- "Slow -- Children Playing";
	At the "T" point (in back of 6500 West North Avenue) in the east/west alley between North Nashville Avenue and North Natchez Avenue -- "Slow -- Children Playing";
	North Osage Avenue, at West Cahill Terrace -- "Stop";
	West Roscoe Street and North Neva Avenue -- "Three-Way Stop";
GILES (37th Ward)	North Karlov Avenue and West Hirsch Street -- "All-Way Stop";
	North Karlov Avenue and West Kamerling Avenue -- "All-Way Stop";
	North Keeler Avenue and West Hirsch Street -- "All-Way Stop";
	North Keeler Avenue and West Kamerling Avenue -- "All-Way Stop";
ALLEN (38th Ward)	West Cullom Avenue and North Parkside Avenue -- "Three-Way Stop";
LEVAR (45th Ward)	From the first alley north of West Catalpa Avenue, alongside of 5369 North Forest Glen Avenue -- "No Parking -- 8:00 A.M. To 10:00 A.M.";

Alderman	Location And Type of Sign
M. SMITH (48th Ward)	North Glenwood Avenue, at West Rosedale Avenue -- "Stop";
	North Kenmore Avenue, at 5220 -- "No Parking -- Handicapped Loading Zone";
	West Lawrence Avenue (south side) at 809 -- 841 -- "No Parking Tow Zone -- 7:00 A.M. To 9:00 A.M. -- Monday Through Friday";
	North Winthrop Avenue, at 5326 -- "No Parking -- Handicapped Loading Zone";
STONE (50th Ward)	West Chase Avenue, in the 2900 block --"Slow -- Children Playing".

Referred -- REMOVAL OF "RESIDENTIAL PERMIT PARKING ZONE" SIGNS ON PORTION OF WEST ARGYLE STREET.

Alderman Laurino (39th Ward) presented a proposed order directing the Department of Revenue, Bureau of Parking Management, to cause the removal of "Residential Permit Parking Zone" signs located on West Argyle Street along the corner building at 4959 North Hamlin Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF LOITERING, STOPPING OR STANDING ON PORTION OF SOUTH MICHIGAN AVENUE.

Alderman Shaw (9th Ward) presented a proposed ordinance to prohibit loitering, stopping or standing on both sides of South Michigan Avenue, from East Kingston Avenue to East 117th Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT FOR VEHICLES ON SPECIFIED STREETS.

The alderman named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
BURRELL (29th Ward)	North Major Avenue, from West Fullerton Avenue to West Wrightwood Avenue;
GILES (37th Ward)	North Pine Avenue, from West Chicago Avenue to West Lake Street.

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREAS.

The aldermen named below presented eleven 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 HAITHCOCK (2nd Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-E bounded by:

a line 70 feet north of East 32nd Street; the alley next east of and parallel to South Prairie Avenue; East 32nd Street; and South Prairie Avenue.

BY ALDERMAN DIXON (8th Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 20-D bounded by:

a line 80 feet south of West 79th Street; South Drexel Avenue; a line 130 feet south of West 79th Street; the alley next east of and parallel to South Dobson Avenue; a line 287 feet north of East 80th Street; South Greenwood Avenue; the westerly right-of-way line of the Illinois Central Gulf Railroad; the alley next south of and parallel to West 80th Street; the alley next east of and parallel to South Dobson Avenue; East 81st Street; South Dobson Avenue; a line 235 feet north of East 82nd Street; the alley next west of and parallel to South Dobson Avenue; a line 87 feet north of East 82nd Street; South Ellis Avenue; East 82nd Street; the alley next west of and parallel to South Ellis Avenue; a line 97.42 feet south of East 82nd Street; South Ellis Avenue; a line 83 feet south of east 82nd Street; the alley next east of and parallel to South Ellis Avenue; the alley next south of and parallel to East 82nd Street; the westerly right-of-way line of the Illinois Central Gulf Railroad; a line 133 feet north of East 83rd Street; the alley next east of and parallel to South Ellis Avenue; East 83rd Street; the westerly right-of-way line of the Illinois Central Gulf Railroad; a line 128 feet north of East 87th Street; South Ingleside Avenue; the alley next north of and parallel to East 87th Street; South Maryland Avenue; a line 120 feet north of East 87th Street; the alley next east of and parallel to South Cottage Grove Avenue; a line 155 feet south of East 79th Street; South Maryland Avenue; a line 106 feet south of East 79th Street; and the alley next east of and parallel to South Maryland Avenue.

BY ALDERMAN SHAW (9th Ward):

To classify as an R3 General Residence District instead of a C1-1 Restricted Commercial District the area shown on Map No. 28-E bounded by:

a line 81 feet north of East Kensington Avenue; the alley next east of and parallel to South Michigan Avenue; the northerly right-of-way line of Chicago and Western Indiana Railroad; and South Michigan Avenue.

To classify as a B5-2 General Service District instead of an R3 General Residence District the area shown on Map No. 28-E bounded by:

East 114th Street; South Michigan Avenue; East 115th Street; and South State Street.

To classify as an M3-3 Heavy Manufacturing District instead of an R2 Single-Family Residence District the area shown on Map Nos. 32-E and 32-F bounded by:

East and West 127th Street; South Indiana Avenue; East 130th Street, or the line thereof if extended where no street exists; the southerly line of the Calumet River; and the westerly right-of-way line of the Pennsylvania Railroad.

BY ALDERMAN HUELS (11th Ward):

To classify as an R3 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 8-F bounded by:

a line 435 feet north of West 35th Street; the alley next east of and parallel to South Parnell Avenue; a line 877 feet south of West 33rd Street; South Normal Avenue, or the line thereof if extended where no street exists; West 36th Street; South Parnell Avenue; West 35th Street; the alley next west of and parallel to South Parnell Avenue; a line 201 feet north of West 35th Street; and South Parnell Avenue.

To classify as an R3 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 8-G bounded by:

West 34th Street; the alley next east of and parallel to South Morgan Street; West 35th Street; and South Morgan Street.

To classify as an R3 General Residence District instead of a B4-2 Restricted Service District, a C1-2 Restricted Commercial District and an M1-2 Restricted Manufacturing District the area shown on Map No. 8-H bounded by:

the alley next north of and parallel to West 35th Street, or the line thereof if extended where no alley exists; South Hoyne Avenue; the alley next northwesterly of and parallel to South Archer Avenue; a line 175 feet northeasterly of the intersection of South Hoyne Avenue and South Archer Avenue, as measured at the northwesterly line of South Archer Avenue and perpendicular thereto; South Archer Avenue; a line 200 feet northeasterly of the intersection of South Hoyne Avenue and South Archer Avenue, as measured at the southeasterly line of South Archer Avenue and perpendicular thereto; the alley next southeasterly of and parallel to South Archer Avenue; West 35th Street; South Seeley Avenue; the alley next south of and parallel to West 35th Street; South Hoyne Avenue; South Archer Avenue; a line 125 feet southwesterly of the intersection of South Archer Avenue and West 35th Street, as

measured at the northwesterly line of South Archer Avenue, and perpendicular thereto; West 35th Street; and South Hamilton Avenue.

BY ALDERMAN BURKE (14th Ward):

To classify as an R3 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 12-J bounded by:

a line 639 feet north of West 51st Street; South Christiana Avenue; a line 489 feet north of West 51st Street; the alley next east of and parallel to South Christiana Avenue; a line 413.14 feet north of West 51st Street; South Christiana Avenue; a line 318 feet north of West 51st Street; and the alley next east of and parallel to South Homan Avenue.

BY ALDERMAN CHANDLER (24th Ward):

To classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 4-K bounded by:

West 18th Street; South Karlov Avenue; a line 248.26 feet south of and parallel to West 18th Street; and South Keeler Avenue.

BY ALDERMAN AUSTIN (34th Ward):

To classify as a B1-1 Local Retail District instead of an R3 General Residence District the area shown on Map No. 26-F bounded by:

a line 80 feet south of and parallel to West 108th Street; the public alley next east of and parallel to South Wentworth Avenue; a line 115 feet south of and parallel to West 108th Street; and South Wentworth Avenue.

BY ALDERMAN ALLEN (38th Ward):

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 9-M bounded by:

West Waveland Avenue; the alley next east of North Naragansett Avenue; a line 96.2 feet south of and parallel to West Waveland Avenue; and North Narragansett Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented sixty-eight 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
HAITHCOCK (2nd Ward)	The Mergenthaler Condominium Association;
TROUTMAN for *PRECKWINKLE* (4th Ward)	1356 Hyde Park Boulevard Condominium Association;
	5454 -- 5460 Kimbark Avenue Building Corporation;
HOLT (5th Ward)	Winston South Condominium Association;
	6701 South Chappel Condominium Association, Incorporated;
	6922 South Jeffery Condominium Association;
BEAVERS (7th Ward)	Coastland Apartments, Incorporated;
	Mr. Walter Dobbins;
	South Shore Club Condominium Association;
	7321 South Shore Drive;

Alderman	Claimant
DIXON (8th Ward)	Ms. Vivian W. Dicks;
	8200 -- 8206 Jeffery Condominium Association;
MURPHY (18th Ward)	Wilshire Condominium Association;
RUGAI (19th Ward)	Mr. Scott Edward Curtin;
	Mr. Patrick J. McGreal;
	Mrs. James C. Vail;
WOJCIK (30th Ward)	Ms. Dorothy Niwa;
	Mr. Herman Wolze;
BANKS (36th Ward)	Mr. James C. Jaros;
	Nevavista Condominium Association;
	2127 -- 2131 -- 2135 North Harlem Condominium Association;
	8216 Belmont Building;
ALLEN (38th Ward)	Addison Heritage Condominium Association (2);
	Ridgemoore Estates Condominium Association;
	Ridgemoore Estates Condominium Association III;
O'CONNOR (40th Ward)	Ivy Courts Condominium Association;

Alderman	Claimant
	Granville Court Condominium Association;
	North Damen Square Condominium Association;
	Stanford Courts Homeowners Association;
	Winchester Hood Garden Homes (2);
NATARUS (42nd Ward)	The Bancroft Condominium Association;
	Carl Sandburg Village Condominium Association Number 1;
	Harbor Square Condominium Associates (2);
	Mr. Alex Ioannou;
	Marina Towers Condominium Association;
	Plaza on Dewitt Condominium Association;
	777 Condominium Association;
	1212 Lake Shore Drive Condominium;
	1300 North LaSalle Condominium Association;
HANSEN (44th Ward)	Belmont Harbor I Condominium;
	Clifton Row Condominium Association;

Alderman	Claimant
LEVAR (45th Ward)	Edmunds Street Condominium Association;
	Winona Elston Condominium Association;
SHILLER (46th Ward)	Evelyn Condominium Association;
	Magnolia Manor Condominium Association;
	Montrose Manor Condominium Association;
	Ms. Penny Schrepfer;
	740 -- 742 Bittersweet Condominium Association;
	4217 North Sheridan Condominium Association;
SCHULTER (47th Ward)	Byron Condominium Association;
M. SMITH (48th Ward)	Beach Point Tower Condominium Association;
	Marantha Condominium Association;
	1253 -- 1255 West Elmdale Condominium Association;
MOORE (49th Ward)	Lifestyle II Condominium Association;
	Lunt Court Condominium Association;

Alderman	Claimant
	Merida Manor Condominium Association;
	North Shore Beach Condominium Association;
	Riviera Condominium Association (2);
	Stratford House on the Lake, Incorporated;
	2107 West Jarvis Condominium Association;
STONE (50th Ward)	Bellmore Condominium North;
	Park Gables Apartment Homes, Incorporated;
	Pratt-Artesian Condominium Association;
	6500 North Ridge Condominium Association.

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4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN GRANATO (1st Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF NORTH FRANCISCO 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 North Francisco Avenue, lying between the south line of West Thomas Street and the north line of West Cortez Street, for the Norweigian-American Hospital, Inc. (File No. 1-1-95-1925); 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO NORWEGIAN-AMERICAN HOSPITAL TO INSTALL, MAINTAIN AND USE SAMPLE BASIN ADJACENT TO 1051 NORTH RICHMOND STREET.

Also, a proposed ordinance to grant permission and authority to Norwegian-

American Hospital to install, maintain and use a sample basin adjacent to 1051 North Richmond Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO PONTIAC PRODUCE COMPANY FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Pontiac Produce Company to maintain and use a portion of the public way adjacent to 1531 North Damen Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to Ms. Mary R. Ritchie/Chicago Avenue Business Association for the conduct of sidewalk sales on both sides of West Chicago Avenue, from North Noble Street to North Wood Street, and on North Ashland Avenue, from West Pearson Street to West Superior Street, for the periods extending July 13 through July 16 and August 25 through August 27, 1995, during the hours of 9:00 A.M. to 8:30 P.M., which were *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF STREET CLOSING PERMIT FEES FOR HERITAGE DAY CELEBRATION.

Also, a proposed order authorizing the Director of Revenue to waive the street closing permit fees for the Heritage Day Celebration to be held on West Erie Street, from North Noble Street to North Elizabeth Street, on August 27, 1995, during the hours of 10:00 A.M. to 7:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- GRANT OF PRIVILEGE TO SIMS PROPERTY DEVELOPMENT & MANAGEMENT TO CONSTRUCT, MAINTAIN AND USE MANHOLES ADJACENT TO 26 EAST 14TH PLACE.

A proposed ordinance to grant permission and authority to Sims Property Development & Management to construct, install, maintain and use two manholes adjacent to the premises at 26 East 14th Place, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO STARBUCKS COFFEE COMPANY FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Starbucks Coffee Company to maintain and use a portion of the public way adjacent to 555 South Dearborn Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- WAIVER OF INDEBTEDNESS OF MARCY-NEWBERRY ASSOCIATION TO CITY OF CHICAGO.

Also, a proposed resolution to waive the indebtness of Marcy-Newberry Association to the City of Chicago in the amount of Two Hundred Forty-seven Thousand and no/100 Dollars ($247,000.00) and to affirm the City's continued contractual relationship with said association, which was *Referred to the Committee on Finance.*

Referred -- CLOSE TO THROUGH TRAFFIC SPECIFIED AREAS WITHIN SECOND WARD.

Also, two proposed orders directing the Commissioner of Transportation to close to through traffic the areas specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Area bounded by South Calumet Avenue, East Cermak Road, the south and southerly line of East 23rd Street; and the westerly right-of-way line of the Illinois Central Gulf Railroad; and

Area bounded by West 15th Street, between the east line of South Union Avenue and the west line of South Canal Street; South Jefferson Street, between West 15th Place and West 15th Street; and the remaining public alley running south from West 15th Place.

Presented By

ALDERMAN TILLMAN (3rd Ward):

WAIVER OF STREET CLOSING PERMIT FEES FOR "BRING IT ON HOME TO ME ROOTS FESTIVAL".

A proposed order reading as follows:

Ordered, That the Commissioner of Transportation waive the street closing permit fees for the "Bring It On Home To Me Roots Festival", to be held on July 22, 1995, from the hours of 10:00 A.M. to 10:00 P.M., in the area of East 47th Street and South Dr. Martin Luther King, Jr. Drive, sponsored by the 3rd Ward Partnership's 5th Annual Festival.

Alderman E. Smith 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 E. Smith, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT LICENSE FEES FOR "BRING IT ON HOME TO ME ROOTS FESTIVAL".

Also, a proposed order reading as follows:

Ordered, That the Director of Revenue waive the Food Vendor and Itinerant Merchant License fees for the "Bring It On Home To Me Roots Festival", to be held on July 22, 1995, in the area of East 47th Street and South Dr. Martin Luther King, Jr. Drive, during the hours of 10:00 A.M. to 10:00 P.M..

Alderman E. Smith 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 E. Smith, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Presented For

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- GRANT OF PRIVILEGE TO KENTADA, INC. (DOING BUSINESS AS PIZZA CAPRI) FOR SIDEWALK CAFE.

A proposed ordinance, presented by Alderman Haithcock, to grant permission and authority to Kentada, Inc., doing business as Pizza Capri, to maintain and use a portion of the public way adjacent to 1501 East 53rd Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HOLT (5th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF ALL REMAINING PUBLIC ALLEYS IN BLOCK BOUNDED BY EAST 70TH PLACE, EAST 71ST STREET, SOUTH OGLESBY AVENUE AND SOUTH SOUTH SHORE DRIVE.

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 all of the remaining alleys in the block bounded by East 70th Place, East 71st Street, South Oglesby Avenue and South South Shore Drive for LaSalle National Bank, as Trustee, Trust No. 112539 (File No. 24-5-95-1961); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Holt 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 Holt, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO UNIVERSITY OF CHICAGO, FILE NUMBER 18, TO MAINTAIN AND USE CONCRETE TUNNEL UNDER AND ACROSS EAST MIDWAY PLAISANCE.

Also, a proposed ordinance to grant permission and authority to University of Chicago, File Number 18, to maintain and use a concrete tunnel under and across the East Midway Plaisance, connecting with an existing tunnel which runs east and west near the south side of the East Midway Plaisance, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN DIXON (8th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 1347 EAST 87TH STREET.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to All Sign Corporation to install a sign/signboard at 1347 East 87th Street, which was *Referred to the Committee on Buildings.*

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below for the conduct of sidewalk sales at the locations designated, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

Reiter Outlet/Mr. David Hyman -- in front of 8643 South Cottage Grove Avenue for the periods of July 20, 21 and 22, August 31 and September 2, 1995, during the hours of 9:00 A.M. to 8:00 P.M.; and

87th Street/Stony Island Chamber of Commerce/Ms. Kisha Willis -- on East 87th Street, from the 1400 block to the 1700 block and on South Stony Island Avenue, from the 8600 block to the 8700 block, for the period extending July 21 through July 23, 1995, during the hours of 10:00 A.M. to 7:00 P.M..

Referred -- AUTHORIZATION FOR WAIVER OF VENDOR PERMIT FEES FOR 87TH STREET/STONY ISLAND CHAMBER OF COMMERCE SIDEWALK SALE.

Also, a proposed order authorizing the Commissioner of Transportation to waive the Vendor Permit fees for the 87th Street/Stony Island Chamber of Commerce sidewalk sale to be held for the period extending July 21 through July 23, 1995 on East 87th Street, from the 1400 block to the 1700 block and on South Stony Island Avenue, from the 8600 block to the 8700 block, during the hours of 10:00 A.M. to 7:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- AMENDMENT OF TITLE 2 OF MUNICIPAL CODE OF CHICAGO RELATING TO EMPLOYEE ATTENDANCE RECORDS FOR OFFICE OF THE MAYOR.

A proposed ordinance to amend Title 2 of the Municipal Code of Chicago by adding thereto language which would require a representative of the Office of the Mayor to maintain and certify daily attendance records for the office's employees and to make said records available for inspection during regular business hours, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- ASSIGNMENT OF CHAIRMEN, VICE-CHAIRMEN AND MEMBERS OF CITY COUNCIL STANDING COMMITTEES FOR 1995 -- 1999 TERM.

Also, a proposed resolution which would assign the chairmen, vice-chairmen and members of the City Council standing committees for the years 1995 -- 1999, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 250 EAST 103RD STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Sure Light Sign to install a sign/signboard at 250 East 103rd Street, which was *Referred to the Committee on Buildings.*

Presented For

ALDERMAN SHAW (9th Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF EAST 131ST STREET AS "IRENE DARLING STREET".

A proposed order, presented by Alderman Troutman, directing the Commissioner of Transportation to give consideration to honorarily designate that portion of East 131st Street, from South Langley Avenue to South Champlain Avenue, as "Irene Darling Street", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BUCHANAN (10th Ward):

Referred -- PREPARATION OF PROCEDURES TO PROVIDE FOR RAILROAD CROSSING AT SPECIFIED LOCATIONS.

A proposed ordinance directing the Department of Law and other relevant city agencies to prepare procedures for railroad crossings at West 126th Street, 251.11 feet west of South Exchange Avenue and at South Escanaba Avenue, approximately at West 126th Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT PERMIT FEES FOR PARTICIPANTS IN SAINT FLORIAN CHURCH AND SCHOOL OCTOBERFEST.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant Permit fees for participants in the Saint Florian Church and School Octoberfest to be held in the church and school

parking lot at 13100 South Baltimore Avenue for the period extending September 22 through September 24, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- COMMITTEE ON POLICE AND FIRE URGED TO HOLD HEARINGS ON TERMINATION OF POLICE OFFICER GERALD HYZY.

Also, a proposed order urging the Committee on Police and Fire to hold hearings on the procedures which led to the termination of Police Officer Gerald Hyzy for owning real estate outside the City limits and directing all City agencies or individuals involved in these procedures, including the corporation counsel and the Superintendent of Police, to appear before the committee for questioning, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- EXEMPTION OF MR. GILBERT SMITH/ELECTRICAL SUPPLY WAREHOUSE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 541 WEST 40TH PLACE.

A proposed ordinance to exempt Mr. Gilbert Smith/Electric Supply Warehouse from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 541 West 40th Place, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF PROPERTIES AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, two proposed resolutions to approve the properties at 3810 South Halsted Street and 4114 South Peoria 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 FRIAS (12th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT BEHIND 3641 SOUTH MAPLEWOOD AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight behind the premises at 3641 South Maplewood Avenue, which was *Referred to the Committee on Finance.*

Referred -- APPROVAL OF PROPERTY AT 4457 -- 4459 SOUTH MARSHFIELD AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 4457 -- 4459 South Marshfield Avenue 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 OLIVO (13th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3322 -- 3326 WEST 63RD STREET.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to Grate Signs, Inc. to install a sign/signboard at 3322 -- 3326 West 63rd Street, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF TITLE 10, CHAPTER 8, SECTION 320 OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT POSTING OF BILLS ON PUBLIC WAY WITHOUT ALDERMANIC APPROVAL.

A proposed ordinance to amend Title 10, Chapter 8, Section 320 of the Municipal Code of Chicago by prohibiting the posting of bills on the public way without the permission of the alderman of the affected ward, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF SPECIFIED STREETS.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the Chicago Southwest Business Growth Area Commission to conduct a sidewalk sale on portions of West 63rd Street, South Kedzie Avenue and South Western Avenue for the period extending August 17 through August 19, 1995, during the hours of 9:00 A.M. and 9:00 P.M. each day, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Mr. Peter Grzyoeck -- 6540 South Francisco Avenue; and

Mr. Joseph Siebanaler -- 4044 South Rockwell Street.

Referred -- AUTHORIZATION FOR EXECUTION OF DOCUMENTATION TO INITIATE ACQUISITION OF F4F-3 NAVY AIRCRAFT FOR EXHIBITION AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

Also, a proposed resolution authorizing the execution of appropriate documentation which would allow the National Museum of Naval Aviation to donate to the City of Chicago an F4F-3 aircraft similar to that flown by World War II hero Lieutenant Commander Edward "Butch" O'Hare, and directing the Department of Aviation to designate and set aside an appropriate area for the display of said aircraft at Chicago O'Hare International Airport, which was *Referred to the Committee on Aviation.*

Presented By

ALDERMAN JONES (15th Ward):

Referred -- EXPRESSION OF OPPOSITION TO CLOSING OF SPECIFIED PUBLIC SCHOOLS BY CHICAGO BOARD OF EDUCATION.

A proposed resolution expressing opposition to the closing of Lindblom and Cregier High Schools, the Industrial Skills Center, and Dumas, Howland,

Schiller, Suder and Medill Elementary Public Schools by the Chicago Board of Education and urging the new board to rescind the aforesaid decision, which was *Referred to the Committee on Education.*

Referred -- COMMITTEE ON POLICE AND FIRE DIRECTED TO HOLD HEARINGS CONCERNING ADMINISTRATION OF DRUG TESTING OF CHICAGO POLICE DEPARTMENT EMPLOYEES BY TOX-TECH LABORATORY.

Also, a proposed resolution directing the Committee on Police and Fire to hold hearings to ascertain whether Tox-Tech Laboratory, which is charged with the administration of routine drug testing of Chicago Police Department employees, is licensed by the United States Department of Health and Human Services to conduct such testing and if not, to memorialize the Superintendent of Police to declare invalid any test results from Tox-Tech Laboratory and to contract with a duly licensed laboratory for further testing of department employees, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- AMENDMENT OF TITLE 8, CHAPTER 4 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 051 TO ESTABLISH FINES FOR WILLFUL PLACEMENT OF GRAFFITI-BEARING WASTE RECEPTACLES ON PUBLIC OR PRIVATE PROPERTY.

A proposed ordinance to amend Title 8, Chapter 4 of the Municipal Code of Chicago by adding thereto a new Section 051 which would declare the willful placement of graffiti-bearing waste receptacles on public or private property as a public nuisance and establish fines of not less than $25.00 nor more than $200.00 per waste receptacle for each such offense, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH INDIANA AVENUE AS "REVEREND E. J. JONES AVENUE".

A proposed order directing the Commissioner of Transportation to give consideration to honorarily designate that portion of South Indiana Avenue, from East 51st Street to East 55th Street, as "Reverend E. J. Jones Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN EVANS (21st Ward):

DIRECTOR SUSAN L. WEED CONGRATULATED ON HER ADMINISTRATION OF MUNICIPAL OFFICE OF SUBSTANCE ABUSE POLICY.

A proposed resolution reading as follows:

WHEREAS, Mayor Richard M. Daley appointed Susan L. Weed as Director of the Office of Substance Abuse Policy; and

WHEREAS, Director Weed has invited the entire City Council to attend scheduled tours/briefings on substance abuse treatment in Chicago; and

WHEREAS, The mission of said office is to maximize the effectiveness of municipal government in preventing and alleviating substance abuse in the City of Chicago; and

WHEREAS, The general functions are to:

Formulate, recommend and support City of Chicago policy regarding substance abuse prevention, treatment and enforcement, in consultation with appropriate staff, departments, agencies and members of the public;

Attempt to change perceptions, expectations, and community norms surrounding the use of alcohol, tobacco, and other drugs, through outreach to segments of Chicago's communities and interaction with the media;

Monitor the availability of government and private funds for substance abuse programs, and assist City departments in applying for same;

Direct and encourage interdepartmental and interagency cooperation and collaboration on substance abuse programs;

Oversee the development and implementation of the City's position on city, state and federal legislation regarding substance abuse and related matters;

Facilitate the delivery of substance abuse-related services to City residents; and

Administer special projects as appropriate; now, therefore,

Be It Resolved, That the entire Chicago City Council and Mayor Richard M. Daley hereby congratulate Director Susan L. Weed and recognize that each and every individual in the City of Chicago has a role to play in meeting the challenges posed by substance abuse.

Alderman Evans moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 4, CHAPTER 156 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 312 REQUIRING APPLICANTS FOR PUBLIC PLACE OF AMUSEMENT LICENSES TO SERVE NOTICE TO NEARBY PROPERTY OWNERS.

Also, a proposed ordinance to amend Title 4, Chapter 156 of the Municipal Code of Chicago by adding thereto a new Section 312 which would require applicants for Public Place of Amusement Licenses to serve written notice on all legal voters residing within 500 feet in each direction of the lot line of the subject property with said notice containing the name of the applicant and the address of the subject property, and to further require the applicant to obtain and file with the Department of Revenue the written consent of a majority of legal voters residing within the affected area, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT BEHIND 9424 SOUTH PARNELL AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight behind the premises at 9424 South Parnell Avenue, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

AUTHORIZATION FOR ISSUANCE OF YEAR 1995 RAFFLE LICENSE, FREE OF CHARGE, TO SAINT RICHARD CHURCH AND FOOD VENDOR AND ITINERANT MERCHANT PERMITS TO PARTICIPANTS IN CHURCH FESTIVAL.

A proposed order reading as follows:

Ordered, That the Director of the City Department of Revenue issue, free of charge, the Raffle License for the year 1995, to Saint Richard Church, 5032 South Kostner Avenue, and also Food Vendor and Itinerant Merchant Permits to the participants in the festival to be conducted on church premises, for the period of July 23 through July 30, 1995.

Alderman Zalewski 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 Zalewski, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

PERMISSION FOR TRAFFIC CLOSURE ON PORTION OF WEST 50TH STREET AND ISSUANCE OF STREET CLOSING PERMIT, FREE OF CHARGE, FOR CONDUCT OF SAINT RICHARD CHURCH FESTIVAL.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Saint Richard Church, 5032 South Kostner Avenue, to close to traffic West 50th Street, between South Kostner and South Kenneth Avenues, in conjunction with a festival to be conducted on church premises for the period of July 23 through July 30, 1995; and also that the Commissioner of Transportation issue, free of charge, the street closing permit.

Alderman Zalewski 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 Zalewski, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- APPROVAL OF PROPERTY AT 4630 WEST 55TH STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 4630 West 55th 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 CHANDLER (24th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Two proposed orders directing the Commissioner of Inspectional Services and 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:

Whiteco Outdoor Advertising -- for one sign/signboard at 4533 West Harrison Street; and

Acme-Wiley Corporation -- for four signs/signboards at 3401 West Roosevelt Road.

Referred -- SEPTEMBER 4, 1995 DECLARED "REVEREND HENRY MITCHELL DAY" IN TWENTY-FOURTH WARD AND HONORARY DESIGNATION OF PORTION OF SOUTH HAMLIN AVENUE AS "DR. HENRY MITCHELL AVENUE".

Also, a proposed resolution to declare September 4, 1995 as "Reverend Henry Mitchell Day" in the 24th Ward and to honorarily designate South Hamlin Avenue, from West 14th Street to West Cermak Road, as "Dr. Henry Mitchell Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MEDRANO (25th Ward):

TRIBUTE TO LATE MR. PING TOM.

A proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called to his eternal reward Ping Tom, outstanding citizen and business leader, July 7, 1995; and

WHEREAS, Born sixty years ago in Chicago's Chinatown, Ping Tom graduated from Northwestern University with an economics degree in 1956, and received his law degree from Northwestern University School of Law

two years later. His professional life was full of successes, and he was particularly instrumental, as president of the Chinese American Development Corporation, in the development of Chinatown Square; and

WHEREAS, Ping Tom was founding president of the Chicago Chinatown Chamber of Commerce, and during his tenure Chinatown grew into one of Chicago's most adventurous and successful business communities. Mr. Tom was advisor to Illinois Governors Jim Thompson and Jim Edgar, and to Mayors Richard M. Daley and the late Harold Washington; and

WHEREAS, Ping Tom was a great leader and motivator and moved through all of Chicago's economic, civic and cultural spheres with distinction and success. He was a vital member of the Metropolitan Pier and Exposition Authority, the Chicago Economic Development Commission, the Illinois Finance Development Authority and the Chicago Private Industry Council. In his own community, he was president of Mah Chena Corporation, the Chinese Trading Company, the Chinese Noodle Manufacturing Company, Lekel Chop Suey Pail Company and Griesbaum Meat Company; and

WHEREAS, Ping Tom represented the strength and solidity of family life and leaves to mourn his loving wife, Valerie; two sons, Darryl and Curtis; five sisters; 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 thirteenth day of July, 1995, A.D., do hereby express our sorrow on the death of Ping Tom, and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Ping Tom and family.

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST COULTER STREET, SOUTH BLUE ISLAND AVENUE, SOUTH OAKLEY AVENUE AND SOUTH LEAVITT STREET.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of all of the two (2) northwesterly/southeasterly 14 foot public alleys, together with the southwesterly 96.7 feet, more or less, of the southwesterly/northeasterly 16 foot public alley, measured along the northwesterly line of said alley, all in the block bounded by West Coulter Street, South Blue Island Avenue, South Oakley Avenue and South Leavitt Street for the Metropolitan Bank and Trust Company, as Trustee, Trust No. 1975 (File No. 30-25-94-1893); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Medrano 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 Medrano, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN MEDRANO (25th Ward) And ALDERMAN OCASIO (26th Ward):

UNITED STATES CONGRESS URGED TO REINSTATE FULL FUNDING FOR PUBLIC HOUSING.

A proposed resolution reading as follows:

WHEREAS, The cuts set forth by the United States House Appropriations Subcommittee will have a severe and deleterious impact on the lives of tens of thousands of Chicagoans; and

WHEREAS, Housing cuts set forth in the spending bill would slash public housing funds by forty percent, and homeless assistance by fifty percent. Combined with other cuts in safety net programs currently making their way through Congress, the quality of life for families and the viability of entire communities will be devastated; and

WHEREAS, The overwhelming majority of the housing cuts have been targeted at the most vulnerable of our citizens -- poor families, the elderly, the disabled and the homeless; and

WHEREAS, It is truly unconscionable that the federal budget is being balanced on the backs of the poor to provide tax breaks for the wealthy; and

WHEREAS, Chicago stands to lose over Fifty Million Dollars in maintenance and modernization funds alone. This will lead to the deterioration of thousands of viable housing units and the elimination of thousands more; and

WHEREAS, The availability and condition of affordable housing will be irretrievably damaged; and

WHEREAS, Under this spending plan, all resident programs will be eliminated. Programs that have been working to promote resident management per public housing and fight crime and drugs will come to a standstill; we cannot stand by as this formal assault on our people and communities moves forward; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, hereby memorialize the United States Congress to reinstate the funding.

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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- Alderman Doherty -- 1.

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

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 2435 NORTH WESTERN AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Lite-Rite Electric Co. to install a sign/signboard at 2435 North Western Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN OCASIO (26th Ward)
And OTHERS:

CONGRATULATIONS EXTENDED TO ROBERTO CLEMENTE COMMUNITY ACADEMY BASEBALL TEAM AND COACH RICHARD TOMOLEONI ON WINNING VARSITY BASEBALL TOURNAMENT CHAMPIONSHIP AND JULY 13, 1995 DECLARED "ROBERTO CLEMENTE BASEBALL TEAM DAY IN CHICAGO".

A proposed resolution, presented by Aldermen Ocasio, Granato, Frias, Munoz, Medrano, Suarez and Colom, reading as follows:

WHEREAS, Roberto Clemente Community Academy's baseball team, "The Wild Cats", can be recognized as the winners of the Chicago City Championship in the Varsity Baseball Tournament played at Wrigley Field, in Chicago on June 5, 1995; and

WHEREAS, Acknowledgment be given to the seven unprecedented City Championships in baseball during the last twenty years, the finishing in fourth place in the state among seven hundred high schools in Illinois during 1989 and in 1995, and the representing of the City of Chicago in the state finals; and

WHEREAS, Gratitude be given to the several team members enrolled in 1995 with the principal's qualitative scholar programs and the hundreds of Clemente baseball players who have gone on to college, signed professionally over the years, or successfully worked for the government; and

WHEREAS, Special thanks be given to Richard Tomoleoni, the only varsity coach ever in Clemente's existence who has been head coach for twenty-seven years and lead more than six hundred wins for the Roberto Clemente Wild Cats; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this thirteenth day of July, 1995, do hereby pay tribute to the Roberto Clemente Wild Cats and Coach Richard Tomoleoni for their outstanding contribution to the community, and in that regard do hereby declare that July 13, 1995, be known as "Roberto Clemente Baseball Team Day In Chicago".

Alderman Ocasio 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 Ocasio, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, Alderman Ocasio called the City Council's attention to the presence of Coach Richard Tomoleoni and thirteen players from the Roberto Clemente Community Academy's Baseball Team who rose and received the applause of the City Council and its assembled guests.

Presented By

ALDERMAN BURNETT (27th Ward):

DRAFTING OF ORDINANCES FOR VACATION OF PORTIONS OF SPECIFIED STREETS AND PUBLIC ALLEYS.

Three proposed orders, reading as follows (the italic heading is each case not being a part of the order):

Portions Of North Ogden Avenue And North Kingsbury Street.

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of that part of North Ogden Avenue as opened by order of possession on March 1, 1945, together with

that part of North Kingsbury Street lying east of the east line of North Halsted Street extended north, lying south of the south line of West Division Street extended west, lying north of a line drawn at right angles to the east line of North Halsted Street, from a point 215.12 feet, more or less, south of the westerly extension of the south line of West Division Street, said right angle line extended east to the southwesterly line of North Kingsbury Street and lying northwesterly of the southwesterly extension of the southeasterly line of the northwesterly 20 feet of Lot 5 in Block 86 in Elston's Addition to Chicago in Section 4, Townhship 39 North, Range 14 East of the Third Principal Meridian for the Colony Group, Ltd. (File No. 4-27-95-1956); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Public Alley In Block Bounded By West Huron Street, North Carpenter Street And West Ancona Street.

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the north/south 18 foot public alley in the block bounded by West Huron Street, North Carpenter Street and West Ancona Street for the Jefferson State Bank, under Trust No. 1933, and the American National Bank and Trust Company, under Trust No. 103439-027 (File No. 8-27-95-1964); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Public Alleys In Block Bounded By West Randolph Street, West Washington Boulevard, North Racine Avenue And North May Street.

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the west 115.0 feet, more or less, of the first east/west 14.5 foot public alley south of West Randolph Street, together with the west 100.0 feet, more or less, of the second east/west 14.5 foot public alley south of West Randolph Street in the block bounded by West Randolph Street, West Washington Boulevard, North Racine Avenue and North May Street for the Chicago Transit Authority (File No. 8-27-95-1964); said ordinance to be transmitted to the Committee

on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Burnett moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed orders. The motion *Prevailed.*

On motion of Alderman Burnett, the foregoing proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO THE METROPOLITAN FAITHFUL KNIGHTS DRILL TEAM ON WINNING NATIONAL MISSIONARY BAPTIST CHURCH 1995 DRILL CHAMPIONSHIP.

Also, a proposed resolution reading as follows:

WHEREAS, The Metropolitan Faithful Knights Drill Team, organized in 1989 by Hassie Boyd-Johnson under the leadership of Pastor Craig Melvin Smith, was the first drill team to represent Chicago, Illinois; and

WHEREAS, The Metropolitan Faithful Knights Drill Team is comprised of twenty-five eight to eighteen year olds under the direction of Drill Master Charles Sharpe; and

WHEREAS, The Metropolitan Faithful Knights Drill Team members maintain a "C" or above average and display the highest degree of discipline; and

WHEREAS, There are over eighty drill teams competing nationally, five from Chicago, Illinois and this is The Metropolitan Faithful Knights Drill Team's fifth consecutive year of winning the National Missionary Baptist Church Drill Competition; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this thirteenth day of July, nineteen hundred and ninety-five, do hereby honor and congratulate The Metropolitan Faithful Knights Drill Team on the occasion of winning, on the sixteenth day of June, the 1995 Drill Championships, and do also extend our deepest gratitude for all that The Metropolitan Faithful Knights Drill Team has done in representing their community, and the citizens of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Metropolitan Missionary Baptist Church Faithful Knights Drill Team, 2151 West Washington Boulevard, Chicago, Illinois.

Alderman Burnett, 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 Burnett, seconded by Alderman Burrell, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, Alderman Burnett called the City Council's attention to the presence of Drill Master Charles Sharpe, Matron Lena Sharpe and twelve members of The Metropolitan Faithful Knights Drill Team who rose and received the applause of the City Council and its assembled guests.

Referred -- GRANT OF PRIVILEGE TO AVIS COMMERCIAL ANODIZING, INC. TO MAINTAIN AND USE SAMPLE BASIN AT 522 NORTH WESTERN AVENUE.

Also, a proposed ordinance to grant permission and authority to Avis Commercial Anodizing, Inc. to maintain and use a sample basin at 522 North Western Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO LAKE CANAL, INC. (DOING BUSINESS AS SLAPS CANAL STREET GRILL) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Lake Canal, Inc., doing business as Slaps Canal Street Grill, to maintain and use a portion of the public way adjacent to 212 North Canal Street for the operation of a sidewalk cafe, 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, two 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:

Impact Media, Inc. -- for one sign/signboard at 846 West Grand Avenue; and

Universal Outdoor -- for one sign/signboard at 658 North Morgan Street.

Referred -- CONSIDERATION FOR INSTALLATION OF CUL-DE-SAC ON PORTION OF WEST RACE AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to the installation of a cul-de-sac in the 2100 block of West Race Avenue, between North Leavitt Street and North Hoyne Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF PROPERTIES AT SPECIFIED LOCATIONS AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the properties at 1601 -- 1659 West Walnut Street, 1701 -- 1715 West Walnut Street, 1600 -- 1658 West Lake Street and 1700 -- 1716 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 Economic and Capital Development.*

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- COMMITTEE ON HEALTH URGED TO CONDUCT HEARINGS ON HEALTH ISSUES CONCERNING EBOLA VIRUS.

A proposed resolution urging the Committee on Health to hold hearings utilizing, among other resources, testimony from all available sources in an effort to examine the public health threat posed by the Ebola virus and to develop an appropriate response,which was *Referred to the Committee on Health.*

Referred -- COMMITTEE ON HEALTH URGED TO HOLD HEARINGS ON DEVELOPMENT OF SYSTEM FOR NOTIFICATION OF WATER CONTAMINATION THREATS.

Also, a proposed resolution urging the Committee on Health to hold hearings and elicit testimony from government and private sector officials on the creation of a system which would provide widespread notification, public awareness and education regarding incidents of water contamination, which was *Referred to the Committee on Health.*

Referred -- ESTABLISHMENT OF SPECIAL COMMITTEE TO INVESTIGATE REGULATIONS CONCERNING HONORARY STREET NAME SIGNS.

A proposed resolution urging the City Council to establish a special committee for the purpose of studying the problems relating to honorary street name signage and to elicit testimony from appropriate city officials and employees as well as from members of the general public with the view toward formulating rules and regulations for recommendation to the full City Council, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURRELL (29th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND VENDOR LICENSE FEES FOR PARTICIPANTS IN TASTE OF AUSTIN.

A proposed order authorizing the Director of Revenue to waive the Food Vendor and Vendor License fees for the participants in Taste of Austin, sponsored by the Austin Peoples Action Center to be held in Columbus Park for the period extending August 25 through August 27, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED FEES IN CONJUNCTION WITH TASTE OF AUSTIN.

Also, two proposed orders authorizing the Commissioner of Transportation to waive the permit fees and street closing permit fees charged to the Austin Peoples Action Center for the conduct of Taste of Austin, to be held in Columbus Park for the period extending August 25 through August 27, 1995, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN WOJCIK (30th Ward):

AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY PERMITS, FREE OF CHARGE, TO CHICAGO CATHOLIC ARCHDIOCESE/ SAINT VIATOR CHURCH FOR CONSTRUCTION OF ADDITION TO SCHOOL BUILDING.

A proposed ordinance reading as follows:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of 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/Saint Viator Church for constructing of an addition to the school building on the premises known as 4140 West Addison Street.

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

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

Alderman Wojcik moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed.*

On motion of Alderman Wojcik, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

PERMISSION FOR TRAFFIC CLOSURE ON PORTIONS OF SPECIFIED STREETS FOR SAINT STANISLAUS BISHOP AND MARTYR CHURCH CARNIVAL.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Saint Stanislaus Bishop and Martyr Church, 5352 West Belden Avenue, to close to traffic the north/south alley first south of West Fullerton Avenue, between North Lorel Avenue and North Long Avenue, and also West Belden Avenue, between North Long Avenue and North Lockwood Avenue, for the period of July 20 through July 30, 1995, in conjunction with their annual carnival; and that the Commissioner of Transportation waive the street closing permit fees.

Alderman Wojcik 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 Wojcik, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- AUTHORIZATION FOR ISSUANCE OF ALL PERMITS, FREE OF CHARGE, FOR MADONNA HIGH SCHOOL FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to issue, free of charge, all permits for the Madonna High School festival to be conducted on school grounds at 4055 West Belmont Avenue for the period extending July 19 through July 23, 1995, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN WOJCIK (30th Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 15, CHAPTER 20, SECTION 270 OF MUNICIPAL CODE OF CHICAGO BY ESTABLISHMENT OF FINES AND PENALTIES FOR POSSESSION OF SPECIFIED FIREWORKS.

A proposed ordinance, presented by Aldermen Wojcik, Granato, Suarez, Mell, Austin, Colom, Banks, Giles, Allen and Laurino, to amend Title 15, Chapter 20, Section 270 of the Municipal Code of Chicago by establishing fines and penalties for possession and use of any fireworks, such as bottlerockets and skyrockets, classified as flying projectiles, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 4325 WEST ARMITAGE AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Iglesia Mision Del Valle to construct, maintain and use one canopy to be attached or attached to the building or structure at 4325 West Armitage Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Two proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Mi Casa Su Casa -- adjacent to 2524 North Southport Avenue; and

U.C.M. Incorporated, doing business as The Torchlight Cafe -- adjacent to 3358 North Paulina Street.

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN BUCKTOWN ART FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in the Bucktown

Art Fair to be held in Senior Citizens Park, located at North Oakley Avenue and West Palmer Street on August 26 and 27, 1995, during the hours of 12:00 Noon and 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN BANKS (36th Ward):

BUILDING AT 3728 NORTH OLEANDER AVENUE DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building at the following location, to wit: 3728 North Oleander 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: 3728 North Oleander 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 Banks moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed.*

On motion of Alderman Banks, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN GILES (37th Ward):

Referred -- PERMISSION TO CONDUCT "SAY NO TO DRUGS" PARADE ON PORTIONS OF SPECIFIED PUBLIC WAYS.

A proposed order authorizing the Commissioner of Transportation to grant permission to Healing Temple Church of God in Christ for the conduct of a "Say No To Drugs" parade in the area bounded by West Chicago Avenue, North Central Avenue, West Division Street and North Cicero Avenue, to be held on July 29, 1995, during the hours of 9:00 A.M. to 12:00 Noon, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST CHICAGO AVENUE AS "PASTOR SUPERINTENDENT OBE HENDRICKS AVENUE".

Also, a proposed order directing the Commissioner of Transportation to give consideration for the honorary designation of West Chicago Avenue, from North Lavergne Avenue to North Laramie Avenue, as "Pastor Superintendent Obe Hendricks Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- CONSIDERATION FOR INSTALLATION OF CUL-DE-SAC ON PORTION OF NORTH TRIPP AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to the installation of a cul-de-sac in the 800 block of North Tripp Avenue, between West Chicago Avenue and West Iowa Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- GRANT OF PRIVILEGE TO SUPAROSSA RISTORANTE & PIZZERIA FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Suparossa Ristorante & Pizzeria to maintain and use a portion of the public way adjacent to 4256 North Central Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 5249 NORTH PAULINA STREET.

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Raymond L. Johnson to park his pickup truck and/or van at 5249 North Paulina Street 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 DOHERTY (41st Ward):

Referred -- STANDARDIZATION OF PORTION OF NORTH NINA AVENUE AS "NORWOOD PARK HOME DRIVE".

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of North Nina Avenue, between North Harlem Avenue and North Avondale Avenue, as "Norwood Park Home Drive", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR AND ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN EDISON PARK FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in the Edison Park Festival, to be held on September 9 and 10, 1995, during the hours of 9:00 A.M. to 10:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF STREET CLOSING PERMIT FEES FOR PARTICIPANTS IN EDISON PARK FESTIVAL.

Also, a proposed order authorizing the Commissioner of Transportation to waive the Street Closing Permit fees for participants in the Edison Park Festival, to be held on September 9 and 10, 1995, during the hours of 9:00 A.M. to 11:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 48, SECTION 060 OF MUNICIPAL CODE OF CHICAGO BY REQUIRING SIDEWALK CAFES TO ALLOW ADEQUATE SPACE FOR PEDESTRIAN TRAFFIC.

A proposed ordinance to amend Title 4, Chapter 48, Section 060 of the Municipal Code of Chicago by requiring sidewalk cafes to allow for adequate pedestrian flow and insure pedestrian safety by providing eight feet of clear space for pedestrian movement between the outer edge of the cafe and the curb line, and by providing a railing, fence or other stable barrier to create a boundary between outer edge of the cafe and the pedestrian clear space, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, seven 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:

Hanover House Condominium Association -- to construct, maintain and use a dumpster ramp adjacent to 1257 North Dearborn Street;

Mr. Burton Lewis -- to maintain and use a loading device and loading dock in the public alley adjacent to 303 West Erie Street;

Lurie Company -- to maintain and use a time and temperature indicator above the sidewalk adjacent to 221 North LaSalle Street;

Alfred Mossner Company -- to maintain and use vaulted space under the public way adjacent to 137 North Wabash Avenue;

Northwestern Memorial Hospital -- to construct, maintain and use thirty-eight (38) planters in the public way adjacent to 221 East Huron Street;

Mr. Clem Stein, Jr. -- to maintain and use, for the parking of cars, a portion of the public way in the deadend alley at 74 East Elm Street; and

600 Michigan L.L.C. in care of John Buck Co. -- to construct, maintain and use twenty-eight (28) bell caissons, sidewalk sheeting, two (2) area ways, and three (3) manholes in the public way adjacent to 600 North Michigan Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO ORCHESTRAL ASSOCIATION.

Also, a proposed ordinance to amend an ordinance passed by the City Council on June 9, 1994 (Council Journal of Proceedings, page 33667) which authorized a grant of privilege to the Orchestral Association by allowing for an additional vaulted area beneath South Michigan Avenue, measuring nineteen (19) feet in length and twelve (12) feet, six (6) inches in width, at a depth of twelve (12) feet, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Also, five proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Mr. Frank Zimmerman, doing business as Frankie Z's Clark Bar -- adjacent to 435 North Clark Street;

Ghirardelli Chocolate Shop & Soda Fountain -- adjacent to 118 East Pearson Street;

Greek Corner Cafe -- adjacent to 520 North Michigan Avenue;

Starbucks Coffee -- adjacent to 202 North Michigan Avenue; and

Szechwan East Restaurant -- adjacent to 340 East Ohio Street.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO CAFE ESCADA FOR SIDEWALK CAFE.

Also, a proposed ordinance to amend an ordinance which authorized a grant of privilege to Cafe Escada by changing the name of the grantee from Cafe Escada to Cafe Galleria on Chestnut Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ESTABLISHMENT OF BUS STAND ON PORTION OF EAST 14TH STREET.

Also, a proposed ordinance to establish a bus stand on the south curb of East 14th Street, from a point 30 feet west of the west property line of South Indiana Avenue, to a point 145 feet west thereof, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, five proposed ordinances directing the Commissioner of the Department of Transportation to take the necessary actions for standardization of the public ways specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

North LaSalle Street, between West Randolph Street and West Lake Street -- to be known as "Colonel Jacob M. Arvey Way";

East Monroe Street, between South Michigan Avenue and South Lake Shore Drive -- to be known as "Captain William Pinkney Way";

East Monroe Street, between South State Street and South Wabash Avenue -- to be known as "Palmer House Hilton Way";

East Randolph Street, between North Michigan Avenue and North Wabash Avenue -- to be known as "Jessie A. Woods Way"; and

East Washington Street, between North Michigan Avenue and North Wabash Avenue -- to be known as "John H. Bryan Way".

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE AND/OR PERMIT FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, thirteen proposed orders authorizing the Director of Revenue to waive specified License and/or Permit fees for participants in the events noted, to take place during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

American Society of Artists, Inc./Annual Arts Experience -- for the period of July 20 and 21, 1995 (Itinerant Merchant License fees);

American Society of Artists, Inc./Annual Arts Experience -- for the period of August 24 and 25, 1995 (Itinerant Merchant License fees);

American Society of Artists, Inc./8th Annual Arts Expression -- for the period of July 6 and 7, 1995 (Itinerant Merchant License fees);

Chicago Tribune Charities/Howard Alan Event, to be known as Chicago Tribune/Michigan Avenue Art Fest -- for the period extending July 28 through July 30, 1995 (Itinerant Merchant License fees);

Chicago's New East Side Art Works -- for the period extending August 17 through August 21, 1995 (Food Vendor and Itinerant Merchant Permit fees);

Lakeshore Athletic Services/Bastille Day 5K Post Race Awards -- on July 14, 1995 (Itinerant Merchant License fees);

Lyric Opera of Chicago/Lyric Opera of Chicago Education Outreach Programs -- on August 25, 1995 (Special Event Raffle License fees);

New East Side Art Works -- for the period extending August 17 through August 21, 1995 (Food Vendor and Itinerant Merchant License fees);

North Dearborn Association/Dearborn Garden Walk and Heritage Festival -- for the period of July 16, 1995 (Food Vendor and Itinerant Merchant License fees);

Old Saint Patrick's Church/World's Largest Block Party -- for the period of July 21 and 22, 1995 (Itinerant Merchant License fees);

The Service Club of Chicago -- on October 6, 1995 (Special Events Raffle License fee);

The Spinal Research Foundation 1st Walk or Run against Paralysis 10K Walk-A-Thon, Picnic/Concert -- on August 12, 1995 (all fees); and

38th Annual Gold Coast Art Fair -- for the period extending August 11 through August 15, 1995 (Itinerant Merchant License fees).

Referred -- AUTHORIZATION FOR WAIVER OF STREET CLOSING PERMIT FEES FOR PARTICIPANTS IN DEARBORN GARDEN WALK AND HERITAGE FESTIVAL.

Also, a proposed order authorizing the Commissioner of Transportation to waive the Street Closing Permit fees for participants in the Dearborn Garden Walk and Heritage Festival, sponsored by the North Dearborn Association, to be held on North Dearborn Street, between West Goethe Street and West North Avenue, on July 16, 1995, during the hours of 7:00 A.M. to 7:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON PORTIONS OF SPECIFIED PUBLIC WAYS FOR VARIOUS PURPOSES.

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

Department of Consumer Services, City of Chicago, in care of Mr. Randy Buffington -- to close to traffic the turnaround lane of Printer's Square, which connects South Federal Street, between South Dearborn Street and West Polk Street, for the periods of June 22, July 6 and 7, August 3, 17 and 31, September 14 and 28, and October 12 and 26, 1995, during the hours of

5:00 A.M. to 4:00 P.M., each day, for the conduct of the 1995 Farmers Market Program;

Marshall Field's/Ms. Stella Chang -- to close to traffic North State Street, from Randolph Street to Washington Boulevard, on July 28, 1995, during the hours of 11:30 A.M. to 1:30 P.M., for the grand opening of their "Nike Shop"; and

Oak Street Council, in care of Ms. Marguerite E. Strubing -- to close to traffic East Oak Street, between North Rush Street and North Michigan Avenue, on September 14, 1995, during the hours of 12:01 A.M. to 12:00 Midnight, for the conduct of a fashion show.

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, five proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below for the conduct of sidewalk sales at the locations designated, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

Chernin's Shoe Store -- to be held in front of 606 West Roosevelt Road, for the period extending June 27 through July 5, 1995, during the hours of 7:00 A.M. to 7:00 P.M., each day;

Emporium Luggage/Mr. Scott Nieleski -- to be held in front of 128 North LaSalle Street, for the period of July 12, 20 and 21, 1995 during the hours of 9:00 A.M. to 5:45 P.M., each day;

J.B. Grubart Shoe Store/Mr. Steve Grubart -- to be held in front of 221 West Washington Street for the periods extending July 17 through July 21, July 24 through July 28, August 14 through August 18 and August 21 through August 25, 1995, during the hours of 7:30 A.M. to 6:00 P.M., each day;

Paul Harris (Fashion Store), in care of Ms. Arlene Ruiz -- to be held in front of 206 North Michigan Avenue, for the period extending June 21 through June 24, 1995, during the hours of 9:00 A.M. to 5:30 P.M., each day; and

That's Our Bag, Inc. -- to be held at 200 North Michigan Avenue, for the period extending July 12 through July 15, 1995; and at 50 East Randolph Street, for the period extending July 19 through July 22, 1995, during the hours of 9:00 A.M. to 7:00 P.M., each day.

Referred -- PERMISSION TO PARK PICKUP TRUCK AT 1412 WEST POLK STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Jody Dreyer to park his pickup truck at 1412 West Polk 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.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, four 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:

Elements, Inc. -- for one canopy at 102 East Oak Street;

Frontera Grill, Inc. -- for one canopy at 445 North Clark Street;

McDonald's Corporation -- for one canopy at 645 North McClurg Court; and

Rock Bottom Restaurant, Inc. -- for ten canopies at 1 West Grand Avenue.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

Referred -- AUTHORIZATION FOR SALE OF PERMITS FOR RESIDENTIAL PERMIT PARKING ZONE 142.

A proposed ordinance authorizing the Department of Revenue to sell permits and one day passes for Residential Permit Parking Zone 142 to any resident living at the addresses listed as "Eugenie Terrace", located at 1720 North LaSalle Street, 1740 North Clark Street, 1715 North Wells Street and 150

West Eugenie Terrace, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Greek Town Gyros No. 2, Inc. -- adjacent to 800 West Altgeld Street; and

Starbucks Coffee Company, doing business as Starbucks Coffee -- adjacent to 1001 West Armitage Avenue.

Referred -- APPROVAL OF PLAT OF LILL ON THE PARK RESUBDIVISION ON PORTIONS OF WEST LILL AVENUE AND NORTH SEMINARY AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Lill on the Park Resubdivision, located at the southeast corner of West Lill Avenue and North Seminary Avenue and having a frontage of 181.12 feet on the south line of West Lill Avenue and 124.40 feet on the east line of North Seminary Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking

facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

New City Construction Corporation/Mr. Tom McCauley and Mr. Eamon McCauley -- 624 -- 632 West Wrightwood Avenue; and

RN Realty Ventures/Strouds/Mr. Lee Rabman -- 2633 North Halsted Street.

Referred -- AUTHORIZATION FOR WAIVER OF ALL DEPARTMENTAL FEES FOR INSTALLATION OF CHILLERS AT CHILDREN'S MEMORIAL HOSPITAL.

Also, a proposed order authorizing the Director of Revenue to waive all City departmental fees, including street closure fees, in conjunction with the installation of chillers at Children's Memorial Hospital, located at 2300 Children's Plaza, which was *Referred to the Committee on Finance.*

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below for the conduct of sidewalk sales at the locations designated, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

Albany Park Chamber of Commerce, in care of Ms. Stephanie D. Sievers -- to be held on both sides of West Lawrence Avenue, between North Troy Street and North Central Park Avenue; and on both sides of North Kedzie Avenue, between West Wilson Avenue and West Ainslie Street, for the period extending August 4 through August 6, 1995, during the hours of 10:00 A.M. to 8:30 P.M., each day; and

Park View Pet Shop, in care of Ms. Lauren Merrill -- to be held in front of 2220 -- 2222 North Clark Street, on August 12, 1995, during the hours of 11:00 A.M. to 5:00 P.M..

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1448 NORTH LAKE SHORE DRIVE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to 1448 North Lake Shore Drive Building Corporation to construct, maintain and use one canopy to be attached or attached to the building or structure at 1448 North Lake Shore Drive, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- GRANT OF PRIVILEGE TO LISEC & BIDERMAN (DOING BUSINESS AS CULLEN'S BAR & GRILL) TO CONSTRUCT, MAINTAIN AND USE GREASE BASIN ADJACENT TO 3741 NORTH SOUTHPORT AVENUE.

A proposed ordinance to grant permission and authority to Lisec & Biderman, doing business as Cullen's Bar & Grill, to construct, maintain and use a grease basin in the public way adjacent to 3741 North Southport Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Bella Vista -- adjacent to 1001 West Belmont Avenue; and

La Madeleine of Illinois, Inc., doing business as La Madeleine French Bakery & Cafe -- adjacent to 2813 North Broadway.

Referred -- AUTHORIZATION FOR ISSUANCE OF 1995 RAFFLE LICENSE, FREE OF CHARGE, TO "STOP AIDS" ORGANIZATION.

Also, a proposed order authorizing the Director of Revenue to issue, free of charge, a raffle license for the year 1995 to "Stop Aids", a not-for-profit organization located at 909 West Belmont Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- PERMISSION TO HOLD BOOK SALE AT 3754 NORTH SOUTHPORT AVENUE AND AUTHORIZATION FOR WAIVER OF SIDEWALK SALE PERMIT FEES.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the North Lakeview Branch Library to conduct a book sale at 3754 North Southport Avenue on July 7 and 8, 1995, during the hours of 10:00 A.M. to 4:00 P.M. each day, and also directing the Commissioner of Transportation to waive the Sidewalk Sale Permit fees therefor, 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 3227 NORTH CLARK STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Nomad's Loom Oriental Rugs to construct, maintain and use one canopy to be attached or attached to the building or structure at 3227 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HANSEN (44th Ward) And ALDERMAN SCHULTER (47th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 040 OF MUNICIPAL CODE OF CHICAGO RELATING TO DENIAL OF APPLICATIONS FOR LIQUOR DEALER'S LICENSE.

A proposed ordinance to amend Title 4, Chapter 60, Section 040 of the Municipal Code of Chicago by removing the Local Liquor Control Commissioner's authority to deny applications due to undue concentration of liquor licenses, for establishments whose primary purpose is to be a restaurant or theater, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF FOOD VENDOR AND ITINERANT MERCHANT LICENSES, FREE OF CHARGE, TO PARTICIPANTS IN ANNUAL TASTE OF POLONIA.

A proposed order authorizing the Director of Revenue to issue Food Vendor and Itinerant Merchant Licenses, free of charge, to participants in the annual Taste of Polonia, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF VARIOUS INSPECTION, LICENSE AND PERMIT FEES FOR TASTE OF POLONIA.

Also, four proposed orders authorizing the Director of Revenue to waive

various inspection, license and permit fees in connection with the Taste of Polonia, to be held for the period extending August 29 through September 5, 1995, which were *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON PORTIONS OF NORTH LIPPS AVENUE AND NORTH AVONDALE AVENUE AND WAIVER OF PERMIT FEES FOR CONDUCT OF ANNUAL TASTE OF POLONIA.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the Copernicus Foundation to close to traffic those parts of North Lipps Avenue and North Avondale Avenue, lying between West Ainslie Street and West Lawrence Avenue for the period extending August 29 through September 5, 1995, during the hours of 4:00 P.M. to 12:00 Midnight, each day, and waive the permit fees associated therewith, for conduct of the annual Taste of Polonia, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN SHILLER (46th Ward):

AUTHORIZATION FOR WAIVER OF PERMIT AND ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN UPTOWN CHAMBER OF COMMERCE SIDEWALK SALE.

A proposed order reading as follows:

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the Permit and Itinerant Merchant License fees for participants in the Uptown Chamber of Commerce Sidewalk Sale, which will be conducted for the period of July 13, 14 and 15, 1995.

Alderman Shiller moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman Shiller, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 3616 NORTH PINE GROVE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Supera Property Management to construct, maintain and use one canopy to be attached or attached to the building or structure at 3616 North Pine Grove Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SCHULTER (47th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED PUBLIC ALLEY IN BLOCK BOUNDED BY WEST BYRON STREET, WEST LARCHMONT AVENUE, NORTH RAVENSWOOD AVENUE AND NORTH WOLCOTT AVENUE AND GRANT OF EASEMENT FOR ROADWAY PURPOSES.

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 east 150.08 feet, more or less, of the east/west 16 foot public alley in the block bounded by West Byron Street, West Larchmont Avenue, North Ravenswood Avenue and North Wolcott Avenue and providing for a north/south easement for roadway purposes within the right-of-way of the Chicago Transit Authority running south to West Byron Street for American National Bank and Trust Company, under Trust No. 119038-004 (File No. 19-47-95-1965); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Schulter 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 Schulter, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF NORTH LINCOLN AVENUE AND NORTH WESTERN AVENUE.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Lincoln Square Chamber of Commerce, in care of Mr. Tim J. Graham, promotion director, 4756 North Lincoln Avenue, for the conduct of an annual sidewalk sale for the period of July 20 through July 23, 1995, during the hours of 9:00 A.M. and 9:00 P.M. each day, on North Lincoln Avenue (both sides) between West Leland Avenue and West Ainslie Street; and on North Western Avenue, between West Leland Avenue and West Ainslie Street.

Alderman Schulter 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 Schulter, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO HARDTALES, INC. FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Hardtales, Inc. to maintain and use a portion of the public way adjacent to 3937 North Lincoln Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SCHULTER (47th Ward), ALDERMAN COLEMAN (16th Ward) And ALDERMAN STREETER (17th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 140 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATING SALE OF ALCOHOLIC LIQUOR.

A proposed ordinance to amend Title 4, Chapter 60, Section 140 of the Municipal Code of Chicago by lowering the maximum alcohol content as determined by volume, from .76 percent to .60 percent, of any alcoholic liquor sold, exposed or offered for sale by any licensee, agent or employee of a licensee for the sale of alcoholic liquor, unless the alcoholic liquor is rum, which was *Referred to the Committee on License and Consumer Protection.*

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 BUSINESS 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 a license or 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, by adding 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 of repair, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 5209 NORTH CLARK STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mena Tours and Travel to construct, maintain and use one canopy to be attached or attached to the building or structure at 5209 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF WEST MORSE AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to DevCorp North to conduct a sidewalk sale on West Morse Avenue, from North Sheridan Road to North Ashland Avenue, for the period of July 14 and 15, 1995, during the hours of 10:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF STREET CLOSING PERMIT FEES FOR CONDUCT OF SIDEWALK SALE ON PORTION OF WEST MORSE AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to waive the Street Closing Permit fees for the conduct of a sidewalk sale by DevCorp North, to be held on West Morse Avenue, from North Sheridan Road to North Ashland Avenue, for a period of July 14 and 15, 1995, during the hours of 10:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN STONE (50th Ward):

PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF WEST DEVON AVENUE.

A proposed order reading as follows:

Ordered, That the Director of the Commissioner of Transportation is hereby authorized and directed to grant permission to the Devon North Town Business Association, 2535 West Devon Avenue, for the conduct of a sidewalk sale on West Devon Avenue (6400 north) from North Damen Avenue (2000 west) to North Kedzie Avenue (3200 west) on both sides of the street, for the period of July 15 and 16, 1995, during the hours of 8:00 A.M. to 8:00 P.M. each day.

Alderman Stone moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman Stone, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

AUTHORIZATION FOR WAIVER OF PERMIT FEES FOR CONDUCT OF SIDEWALK SALE SPONSORED BY DEVON NORTH TOWN BUSINESS ASSOCIATION.

Also, a proposed order reading as follows:

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the permit fees for the conduct of a sidewalk sale sponsored by the Devon North Town Business Association on West Devon Avenue (6400 north) from North Damen Avenue (2000 west) to North Kedzie Avenue (3200 west) on both sides of the street, for the period of July 15 and 16, 1995, during the hours of 8:00 A.M. to 8:00 P.M. each day.

Alderman Stone moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed.*

On motion of Alderman Stone, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named and were *Referred to the Committee on Finance,* as follows:

FREE PERMITS:

BY ALDERMAN HAITHCOCK (2nd Ward):

CharitaBulls Boys and Girls Club -- for new construction on the premises known as 24 South Hoyne Avenue (northwest corner of West Monroe Street and South Hoyne Avenue).

BY ALDERMAN FRIAS (12th Ward):

Saint Anthony Hospital -- for rehabilitation of an existing structure on the premises known as 2875 West 19th Street.

BY ALDERMAN CHANDLER (24th Ward):

Urban Equities, Inc. -- for new construction on the premises known as 1300 and 1318 -- 1322 South Albany Avenue; 3513, 3526, 3533 and 3651 -- 3659 West Douglas Boulevard; and 1403 -- 1407 South Spaulding Avenue.

BY ALDERMAN E. SMITH (28th Ward):

Pleasant Grove Missionary Baptist Church -- for construction of a church on the premises known as 741 South Sacramento Boulevard.

The People's Church of God in Christ -- for construction of a church on the premises known as 3544 West Fifth Avenue.

BY ALDERMAN WOJCIK (30th Ward):

Catholic Archdiocese/Saint Viator Church -- for construction of an addition to the school building on the premises known as 4140 West Addison Street.

BY ALDERMAN DOHERTY (41st Ward):

Resurrection Health Care -- for construction of additions to the Professional Building and to Radiology Phase II and for rehabilitation of the Sisters of the Resurrection Queens Home on the premises known as 7442 West Talcott Avenue, 7435 West Talcott Avenue and 7430 West Talcott Avenue, respectively (3).

BY ALDERMAN NATARUS (42nd Ward):

Ben A. Borenstein Company -- for remodeling of second, third and fourth floors on the premises known as 70 East Elm Street.

Chicago Music and Dance Theater -- for construction of a new theater on the premises known as 465 North Park Drive.

Interior Development Group -- for remodeling Northwestern Dental Faculty Facility on the premises known as 676 North Michigan Avenue.

Saint Ignatius College Prep -- for construction of a driveway on the premises known as 1076 West Roosevelt Road.

Valenti Builders, Incorporated -- for remodeling of third floor roof and windows for Francis Xavier Warde Holy Name School on the premises known as 751 North State Street

W.E. O'Neil Construction Company -- for exterior and interior work on The Latin School of Chicago on the premises known as 59 West North Boulevard.

BY ALDERMAN STONE (50th Ward):

The Ark -- for remodeling of kitchen/pantry area on the premises known as 6450 North California Avenue.

Ner Tamid Congregation of Chicago -- for construction of an elevator on the premises known as 2754 West Rosemont Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN HAITHCOCK (2nd Ward):

Ada S. McKinley Davis House, 100 East 34th Street.

BY ALDERMAN NATARUS (42nd Ward):

Rehabilitation Institute of Chicago, 345 East Superior Street.

BY ALDERMAN LEVAR (45th Ward):

Copernicus Foundation, 5216 West Lawrence Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN HAITHCOCK (2nd Ward):

Pacific Garden Mission, 646 South State Street -- annual building inspection fees and annual fuel burning equipment inspection fee.

BY ALDERMAN HAITHCOCK for
ALDERMAN PRECKWINKLE (4th Ward):

Lutheran School of Theology at Chicago, 1118 East 54th Place -- annual building inspection fee.

BY ALDERMAN HOLT (5th Ward):

Vivekananda Vedanta Society, 5419 South Hyde Park Boulevard -- annual building inspection fee.

BY ALDERMAN SHAW (9th Ward):

Harris Temple, 10623 South Michigan Avenue -- annual sign inspection fee.

BY ALDERMAN BUCHANAN (10th Ward):

Ada S. McKinley Foundation, 725 South Wells Street -- annual building inspection fees.

South Chicago Young Men's Christian Association of Metropolitan Chicago, 3039 East 91st Street -- annual public place of assembly inspection fees.

BY ALDERMAN MEDRANO (25th Ward):

Dominican Fathers, 1909 South Ashland Avenue -- annual building inspection fee.

BY ALDERMAN OCASIO (26th Ward):

Chicago Association for Retarded Citizens, 1801 North Spaulding Avenue -- annual "No Parking" sign usage fee.

BY ALDERMAN E. SMITH (28th Ward):

Schwab Rehabilitation Center, 1401 South California Avenue -- electrical conduit fees.

BY ALDERMAN SUAREZ (31st Ward):

Chicago Association for Retired Citizens, 1801 North Spaulding Avenue -- annual "No Parking" sign usage fee.

BY ALDERMAN GABINSKI (32nd Ward):

Saint Alphonsus, 2936 North Southport Avenue -- annual control and process device inspection fee.

BY ALDERMAN O'CONNOR (40th Ward):

Anixter Center for Rehabilitation, 6610 North Clark Street -- annual building inspection fee.

BY ALDERMAN DOHERTY (41st Ward):

Resurrection Retirement Community (various locations) -- annual building inspection fees.

BY ALDERMAN NATARUS (42nd Ward):

Illinois College of Podiatric Medicine, 1001 North Dearborn Street -- annual "No Parking" sign usage fees (2).

Northwestern Memorial Hospital (various locations) -- semi-annual elevator inspection fee and annual "No Parking" sign/permit fees (4).

Northwestern Memorial Hospital/The Streeterville Corp. (various locations) -- semi-annual elevator inspection fees and annual mechanical ventilation inspection fee (2).

BY ALDERMAN LEVAR (45th Ward):

Copernicus Foundation, 5216 West Lawrence Avenue -- annual public place of assembly inspection fees and electrical inspection fees.

BY ALDERMAN SHILLER (46th Ward):

Columbus Maryville Children's Reception Center (various locations) -- annual "No Parking" sign/permit fees (2).

Louis A. Weiss Memorial Hospital (various locations) -- annual "No Parking" sign/permit fees (5).

BY ALDERMAN MOORE (49th Ward):

Henry Muhrer (Private School), 6250 North Sheridan Road -- annual pollution control fee.

Loyola University Chicago, various locations -- annual driveway maintenance inspection fee and annual public place of assembly inspection fee (2).

Sacred Heart School, 6250 North Sheridan Road -- annual pollution control fee.

Sisters of Charity B.V.M. Convent, 6364 North Sheridan Road -- annual pollution control fee.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue -- annual "No Parking" sign/permit fee.

CANCELLATION OF WATER RATES:

BY ALDERMAN GRANATO (1st Ward):

North Avenue Day Nursery, 2001 West Pierce Avenue.

BY ALDERMAN HAITHCOCK (2nd Ward):

Pacific Garden Mission, 656 South State Street.

BY ALDERMAN BURKE (14th Ward):

Five Holy Martyrs Church, 2905 West Pope John Paul II Drive.

BY ALDERMAN STREETER (17th Ward):

Zion Hill Baptist Church, 1460 and 1480 West 78th Street.

BY ALDERMAN TROUTMAN (20th Ward):

Illinois Citizens Animal Welfare League, 6224 South Wabash Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Norwood Park Home, 6016 North Nina Avenue.

BY ALDERMAN MOORE (49th Ward):

Sisters of Charity, 1025 West Sheridan Road.

REFUND OF FEES:

BY ALDERMAN NATARUS (42nd Ward):

Loyola University Chicago, 1 East Pearson Street -- refund in the amount of $12,308.75.

BY ALDERMAN MOORE (49th Ward):

DevCorp North, 1448 West Howard Street -- refund in the amount of $50.00.

WAIVER OF FEES:

BY ALDERMAN BEAVERS (7th Ward):

Houston Block Club (various locations) -- waiver of electrical fees for installation of post lights.

BY ALDERMAN JONES (15th Ward):

Hopewell Missionary Baptist Church, 6525 South Wood Street -- waiver of demolition lien against property at 6525 South Wood Street.

SENIOR CITIZEN SEWER REFUNDS:

BY ALDERMAN HAITHCOCK (2nd Ward):

Grayson, Delia B.

BY ALDERMAN PRECKWINKLE (4th Ward):

Ellis, Miriam J.

Janus, Mary M.

Lindsey, Marie

BY ALDERMAN STEELE (6th Ward):

Hoskins, Dorsey

Wheatley, Gertrude F.

BY ALDERMAN DIXON (8th Ward):

Bogues, Elisheba

BY ALDERMAN OLIVO (13th Ward):

Zebrauskas, John and Josephine

BY ALDERMAN JONES (15th Ward):

Burns, Reather M.

BY ALDERMAN ZALEWSKI (23rd Ward):

O'Neal, Ann M.

BY ALDERMAN WOJCIK (30th Ward):

Valentino, Richard A.

BY ALDERMAN BANKS (36th Ward):

Eiler, Elisabeth

BY ALDERMAN ALLEN (38th Ward):

Costa, Salvatore

BY ALDERMAN LAURINO (39th Ward):

Ginsburg, Samuel

BY ALDERMAN O'CONNOR (40th Ward):

Klonder, Ramona S.
Lieb, Earl
Pagounis, Ourania
Shumieray, Paulina

BY ALDERMAN DOHERTY (41st Ward):

Hahn, Michael

BY ALDERMAN NATARUS (42nd Ward):

Collins, Rosemarie
Corbisiero, Carmine
Costello, Richard E.
Dalessandro, William
Davis, Samuel C.
Erickson, Irma A.
Everett, Irma M.
Feldman, Helen F.
Gidwitz, Victor E.
Hagan, Dorothy J.
Harris, Marvin V.
Jacobs, Maurice
Kassriel, Robert S.
Khoshaba, Bertha M.
King, Neil J.
Koplar, Alan E.
Kulbarsh, Beverly
Meitus, Paul J.
Miller, Herbert J. and Joan A.
Nielsen, Janet T.
Perry, Charles B.
Pritiken, Marvin E.
Saltzman, Irving N.
Schwartz, Edward H.
Selfridge, Frederick M.
Shaffer, Frank J.
Siegel, Lois B.
Soloman, Edna
Stein, Edward B.
Steinberg, Eva
Strasberg, Harry
Verner, Kathryn L.
Walsh, Oneta B.
Waltzer, Helene S.
Weisbard, Samuel
Winternitz, Ruth

BY ALDERMAN HANSEN (44th Ward):

Burman, Kay
Shapiro, Georgia

BY ALDERMAN LEVAR (45th Ward):

Lundman, Jennie U.

Quillin, Elizabeth R.

Scholinsky, Dorothy L.

Zaraza, Genevieve T.

BY ALDERMAN SHILLER (46th Ward):

Bartusiak, Josephine

Bock, Virgil

Hirsch, Herman

Irwin, Louetta

Kmiecik, Lawrence

Libhart, Byron

BY ALDERMAN M. SMITH (48th Ward):

Fadragas, Angela

Grubman, Eileen

Nishi, Hiromu

Walter, Gladys E.

Weiner, Eugene H.

BY ALDERMAN MOORE (49th Ward):

Bobrick, Minnette D.

BY ALDERMAN STONE (50th Ward):

Bajtner, Szymon and Nysla

Bannor, Norman L.

Blum, Eva

Evins, Violet

O'Hara, Margaret

Pechter, Izak

White, Esther

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (June 14, 1995).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, June 14, 1995, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* said printed Official Journal, as follows:

Page 3688 -- by deleting the tenth through thirteenth lines from the top of the page and inserting in lieu thereof the words "apply to zoning applications".

The motion to correct *Prevailed.*

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal, as corrected, and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

JOURNAL CORRECTION.
(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 65382 -- by deleting the name "Illinois Congregation of Jehovah's Witnesses, West Unit" appearing in the fifteenth line from the top of the page and inserting in lieu thereof the name "Chicago, Illinois Congregation of Jehovah's Witnesses, West Unit".

The motion to correct *Prevailed.*

UNFINISHED BUSINESS.

AMENDMENT OF TITLE 17, ARTICLES 8.3-1, 8.3-2 AND 8.3-4 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) RELATING TO PERMITTED USES IN VARIOUS RETAIL AND SERVICE DISTRICTS.

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 262 through 272, recommending that the City Council pass the proposed ordinance which amends Title 17, Articles 8.3-1, 8.3-2 and 8.3-4 of the Municipal Code of Chicago (Chicago Zoning Ordinance) relating to permitted uses in various retail and service districts.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 8.3-1 by deleting the language in brackets and adding the language in italics, as follows:

8.3-1 Permitted Uses -- B1-1 To B1-5 Local Retail Districts.

A. Uses permitted in the B1-1 to B1-5 Districts inclusive are subject to the following conditions:

(1) Dwelling units and lodging rooms are not permitted below the second floor unless otherwise set forth or superseded hereinafter, and business uses are not permitted on any floor above the ground floor. (Amended Council Journal of Proceedings, July 10, 1961, page 5239)

(2) All business establishments shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail on the premises where produced.

(3) Business establishments are restricted to a maximum gross floor area of 6,250 square feet each, exclusive of any floor area devoted to off-street parking or loading facilities.

(4) All business, servicing, or processing -- except for off-street parking or loading -- shall be conducted within completely enclosed buildings.

(5) Establishments of the "drive-in" type offering goods or services directly to customers waiting in parked motor vehicles are not permitted.

(6) The sale of alcoholic liquor is not permitted in these districts.

B. The following uses are permitted in the B1-1 to B1-5 Districts inclusive:

(1) Dwelling units and Lodging rooms.

(2) [Barber shops] *Candy and Ice Cream Stores.*

(3) [Beauty parlors] *Clothes Pressing Establishments.*

(4) [(5)] Colleges and Universities, but not Business Colleges or Trade Schools.

(5) [(6)] Drug Stores.

(6) [(7)] Dry Cleaning and Laundry Receiving Stations, processing to be done elsewhere.

(7) [(8)] Food Stores, Grocery Stores, Meat Markets, Bakeries and Delicatessens.

(8) [(9)] *Hardware Stores.*

(9) [(9a)] Day Care Centers.

(10) Shoe and Hat Repair Stores.

(11) Signs, as regulated by Section 8.9.

(12) Temporary buildings for construction purposes, for a period not to exceed the duration of such construction.

(13) [Variety Stores] *Tailor Shops.*

(14) Accessory Uses.

(15) Earth Station Antennae -- Not exceeding (8) eight feet (2.4 meters) in diameter.

(16) Community Homes located above the first floor, provided that the location of any proposed home which is to be occupied by five (5) or more unrelated persons with disabilities is not less than 600 feet from the location of any existing Community Home which is occupied by five (5) or more unrelated persons with disabilities. (Added Council Journal of Proceedings, March 25, 1992, page 14183)

SECTION 2. That Title 17 of the Municipal Code of Chicago is hereby amended in Section 8.3-2 by adding the language in italics and deleting the language in brackets, as follows:

8.3-2 Permitted Uses -- B2-1 To B2-5 Restricted Retail Districts.

A. Uses permitted in the B2-1 to B2-5 Districts inclusive are subject to the following conditions:

(1) Dwelling Units and Lodging Rooms are not permitted below the second floor unless otherwise set forth or superseded hereinafter. (Amended Council Journal of Proceedings, July 10, 1961, page 5239)

(2) All business establishments shall be retail or service establishments dealing directly with consumers, except for wholesale establishments where storage of merchandise is limited to samples only. All goods produced on the premises shall be sold at retail on the premises where produced.

(3) Business establishments are restricted to a maximum gross floor area of 21,875 square feet each, exclusive of any floor area devoted to off-street parking or loading facilities. (Amended Council Journal of Proceedings, July 10, 1974, page 1317)

(4) All businesses servicing, or processing -- except for off-street parking or loading and automated teller machines as defined in Article 3.2 -- shall be conducted within completely enclosed buildings unless otherwise indicated hereinafter. (Amended Council Journal of Proceedings, July 10, 1974, page 8556; November 15, 1979, page 1317)

(5) Establishments of the "drive-in" type offering goods or services directly to customers waiting in parked motor vehicles are not permitted.

(6) All activities involving the production, processing, cleaning, servicing, testing, or repair of materials, goods or products shall conform with the performance standards established for the M1-1 to M1-5 Restricted Manufacturing Districts in Article 10 of this comprehensive amendment, provided that performance standards shall in every case be applied at the boundaries of the lot on which any such activities take place.

B. The following uses are permitted in the B2-1 to B2-5 Districts inclusive. Except as may be allowed for planned developments, uses designated with an asterisk (*) shall not be located on the ground floor within 50 feet of any street.

(1) Any use permitted in the B1-1 to B1-5 Districts inclusive -- as set forth in Sections 8.3-1B and C. (Amended Council Journal of Proceedings, April 27, 1960, page 2503)

(2) Antique Shops.

(3) Art and School Supply Stores.

(4) *Art Galleries, but not including Auction Rooms.

(5) Banks and Financial Institutions.

(6) Bicycle Sales, Rental and Repair Stores, when such bicycles are not motor-driven.

(7) Books [and Stationery] Stores [.] -- *New and Used.*

[(8) Candy and Ice Cream Stores.]

(8) [(9)] Camera and Photographic Supply Stores.

(9) [(10)] Carpet and Rug Stores.

(10) [(11)] China and Glassware Stores.

(11) [(12)] *Clubs and Lodges (nonprofit and Fraternal Organizations). (Amended Council Journal of Proceedings, April 27, 1960, page 2503)

(12) [(13)] Coin and Philatelic Stores.

(13) [(13a)] Computer Sales -- hardware and software. (Added Council Journal of Proceedings, July 14, 1993, page 35878)

(14) Currency Exchanges.

(15) Custom Dressmaking.

(16) Department Stores.

(17) Dry Good Stores.

(18) Electrical and Household Appliance Stores, including radio and television sales.

(19) Florist Shops and Conservatories.

(20) Frozen Food Stores, including locker rental in conjunction therewith.

(21) Furrier Shops, including the incidental storage and conditioning of furs.

(22) Furniture Stores, including upholstering when conducted as part of the retail operations and secondary to the principal use.

(23) Garden Supply and Seed Stores.

(24) Gift Shops.

(25) [Haberdasheries.] *Grooming of Pets -- No Overnight Boarding or Storage.*

(26) [Hardware Stores.] *Haberdasheries.*

(27) Hobby Shops, for retail of items to be assembled or used away from the premises.

(28) (Amended Council Journal of Proceedings, April 9, 1958, page 7547)

(29) Interior Decorating Shops, including upholstering and making of draperies, slip covers, and other similar articles, when conducted as part of the retail operations and secondary to the principal use.

(30) Jewelry Stores, including watch repair.

(31) *Laboratories -- Medical and Dental -- research and testing.

(32) Leather Goods and Luggage Stores.

(33) Liquor sales, package goods only, provided such use shall be accessory and is clearly related to the principal use. (Amended Council Journal of Proceedings, June 9, 1993, page 34052)

(34) Loan Offices.

(35) *Locksmith Shops.

(36) Medical and Dental Clinics.

(37) *Meeting Halls.

(38) Millinery Shops.

(39) Musical Instrument Sales and Repair.

(39a) Day Care Centers. (Amended Council Journal of Proceedings, June 16, 1961, page 5133; January 31, 1969, page 4991; April 28, 1980, page 2906)

(40) Offices, business and professional.

(41) Office Supply Stores.

(42) Optometrists.

(43) Paint and Wallpaper Stores.

(43a) Pet Supplies, retail only.

(44) Photography Studios, including the developing of film and pictures when conducted as part of the retail business on the premises.

(45) Physical Culture and Health Services -- Gymnasiums, Reducing Salons, Masseurs, Public

Baths. (Amended Council Journal of Proceeedings, March 29, 1989, page 26440)

(46) Picture Framing, when conducted for retail trade on the premises only.

(47) Post Offices.

(48) *Radio and Television Broadcasting Stations.

(49) Restaurants, when no entertainment or dancing is provided. Liquor may be served if incidental to the serving of food as the principal activity. Unenclosed or partially enclosed restaurants adjacent to and operated with enclosed restaurants are expressly permitted. (Amended Council Journal of Proceedings, July 10, 1974, page 8556)

(50) *Restricted Production and Repair limited to the following art needle work; clothing -- custom manufacturing and alterations, for retail only; jewelry (from precious metals); watches, dentures; and optical lenses.

(51) *Schools, music, dance or business.

(52) Sewing Machine Sales and Service, household machines only.

(53) Shoe Stores.

(54) Sporting Goods Stores.

(55) [Tailor Shops.] *Stationery Stores.*

[(56) Telegraph Offices.]

(56) [(57)] Tobacco Shops.

(57) [(58)] Toy Shops.

(58) [(58a)] Travel Bureaus and Transportation Ticket Offices. (Added Council Journal of Proceedings, July 8, 1964, page 2989)

(59) Wearing Apparel Shops.

(60) *Wholesale Establishments, with storage of merchandise limited to samples only.

(61) Accessory Uses. (Amended Council Journal of Proceedings, April 9, 1986, page 29244)

(62) Video (Tape) Rental and Sales.

SECTION 3. That Title 17 of the Municipal Code of Chicago, is hereby amended in Article 8.3-4 by adding the language in italics and deleting the language in brackets, as follows:

8.3-4 Permitted Uses -- B4-1 To B4-5 Restricted Service Districts.

A. Uses permitted in the B4-1 to B4-5 Districts inclusive are subject to the following conditions:

(1) Dwelling units and lodging rooms are not permitted below the second floor unless otherwise set forth or superseded hereinafter. (Amended Council Journal of Proceedings, July 10, 1961, page 5239)

(2) Business establishments are restricted to a maximum gross floor area of 21,875 feet each, exclusive of any floor area devoted to off-street parking or loading facilities. (Amended Council Journal of Proceedings, April 27, 1960, page 2501; January 31, 1969, page 4987)

(3) All goods produced on the premises shall be sold at retail on the premises where produced.

(4) All business, servicing, or processing -- except for off-street parking or loading and automated teller machines as defined in Article 3.2 -- shall be conducted within completely enclosed buildings unless otherwise indicated hereinafter. (Amended Council Journal of Proceedings, November 15, 1979, page 1317; May 9, 1984, page 6470)

(5) All activities involving the production, processing, cleaning, servicing, testing, or repair of materials, goods or products shall conform with the performance standards established for the M1-1 to M1-5 Restricted Manufacturing Districts in Article 10 of this comprehensive amendment, provided that performance standards shall in every case be applied at the boundaries of the lot on which any such activities take place.

(6) Establishments of the "drive-in" or "drive-through" type offering goods or services directly to customers waiting in parked motor vehicles are not permitted except as allowed as a special use hereinafter. (Added Council Journal of Proceedings, May 9, 1984, page 6470)

B. The following uses are permitted in the B4-1 to B4-5 Districts inclusive:

(1) Any use permitted in the B2-1 to B2-5 Districts inclusive -- as set forth in Section 8.3-2 B, unless otherwise set forth or superseded hereinafter. However, prior restrictions on ground floor location for uses designated with an asterisk (*) shall not apply in the B4-1 to B4-5 Districts nor in any succeeding Business or Commercial District unless so specified.

(2) Amusement establishments, such as, but not limited to, bowling alleys, pool halls, dance halls, gymnasiums, swimming pools, and skating rinks, but not including an "arcade", as defined in Article 3 of this ordinance. (Amended Council Journal of Proceedings, November 29, 1974, page 9272)

(2A) Arcades, when located within Community Shopping Centers of not less than five acres. (Added Council Journal of Proceedings, June 30, 1982, page 11214)

(3) Auction Rooms.

(4) Auto Accessory Stores.

(5) Automobile Service Stations.

(5a) Barber Shops, Beauty Parlors.

(6) Motor-driven Bicycle Sales, Rental and Repair Stores. (Amended Council Journal of Proceedings, April 9, 1986, page 29244)

(7) Blue-printing and Photostating Establishments.

(8) Caskets and Casket Supplies.

(9) Catering Establishments.

(10) Clothing and Costume Rental Shops.

(10a) Computer Sales and Service. (Added Council Journal of Proceedings, July 14, 1993, page 35879)

(11) Dry Cleaning Establishments, employing not more than two persons in addition to one owner or manager.

(12) Employment Agencies.

(13) Exterminating Shops.

(14) Feed Stores.

(15) Fire Stations.

(16) Garages for storage, repair and servicing of any non-commercial motor vehicles, but excluding body repair, painting and engine rebuilding. (Amended Council Journal of Proceedings, April 12, 1961, page 4766; June 6, 1993, page 34063)

(17) Greenhouses, retail.

(18) (Deleted Council Journal of Proceedings, March 7, 1979, page 9723)

SECTION 4. This ordinance shall be in full force and effect from and after its due passage and publication.

AMENDMENT OF TITLE 17, ARTICLES 3.2, 8.3-4 AND 9.3-1(B) OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY DEFINING AND INCLUDING TIRE FACILITIES AS PERMITTED USE IN VARIOUS SERVICE AND COMMERCIAL DISTRICTS.

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 272 through 277, recommending that the City Council pass the proposed ordinance which amends Title 17, Articles

3.2, 8.3-4 and 9.3-1(B) of the Municipal Code of Chicago (Chicago Zoning Ordinance) by defining and including tire facilities as a permitted use in various service and commercial districts.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Title 17, Article 3.2 of the Municipal Code of Chicago be amended by adding the definition of "Tire Facility", as follows:

"Tire Facility" shall refer to any business where 100 or more new or used tires are collected, stored, maintained, altered, repaired, changed, refabricated or disposed.

SECTION 2. That Title 17 of the Municipal Code of Chicago be amended in Article 8.3-4 (B) by adding the language in italics, as follows:

8.3-4 Permitted Uses -- B4-1 To B4-5 Restricted Service Districts.

B. The following uses are permitted in the B4-1 to B4-5 Districts inclusive.

(1) Any use permitted in the B2-1 to B2-5 Districts inclusive -- as set forth in Section 8.3-2 B, unless otherwise set forth or superseded hereinafter. However, prior restrictions on ground floor location for uses designated with an asterisk (*) shall not apply in the B4-1 to B4-5 Districts nor in any succeeding Business or Commercial Districts unless so specified.

(2) Amusement establishments, such as, but not limited to, bowling alleys, pool halls, dance halls, gymnasiums, swimming pools, and skating rinks, but not including an "arcade" as defined in Article 3 of this ordinance. (Amended Council Journal of Proceedings, November 29, 1974, page 9272)

(2A) Arcades, when located within Community Shopping Centers of not less than five acres. (Added Council Journal of Proceedings, June 30, 1982, page 11214)

(3) Auction Rooms.

(4) Auto Accessory Stores.

(5) Automobile Service Stations -- for the retail sale and dispensing of fuel, lubricants, tires, batteries, accessories and supplies, including installation and minor services customarily incidental thereto. Facilities for chassis and gear lubrication and for washing of not more than two vehicles, are permitted only if enclosed in a building.

(6) Motor-driven Bicycle Sales, Rental and Repair Stores. (Amended Council Journal of Proceedings, April 9, 1986, page 29244)

(7) Blue-printing and Photostating Establishments.

(8) Casket and Casket Supplies.

(9) Catering Establishments.

(10) Clothing and Costume Rental Shops.

(11) Dry Cleaning Establishments, employing not more than two persons in addition to one owner or manager.

(12) Employment Agencies.

(13) Exterminating Shops.

(14) Feed Stores.

(15) Fire Stations.

(16) Garages, for storage, repair and servicing of any non-commercial motor vehicle, but excluding body

repair, painting and engine rebuilding. (Amended Council Journal of Proceedings, April 12, 1961, page 4766; June 9, 1993, page 34063)

(17) Greenhouses, retail.

(18) (Deleted Council Journal of Proceedings, March 7, 1979, page 9723)

(19) Ice Sales, Vending Machines.

(20) *Laboratories -- medical and dental -- research and testing.

(21) Launderettes, coin-operated facilities, employing not more than two persons in addition to one owner or manager, provided that laundry equipment shall not exceed twenty-two (22) pounds capacity each. (Amended Council Journal of Proceedings, April 27, 1960, page 503; June 9, 1993, page 34064)

(22) Laundries, employing not more than two persons in addition to one owner or manager.

(23) Meat Markets, including the sale of meat and meat products to restaurants, hotels, clubs, and other similar establishments when conducted as part of the retail business on the premises.

(24) Municipal or Privately-owned Recreation Buildings or Community Centers.

(24a) Newspaper Distributors for Home Delivery and Retail Sales. (Amended Council Journal of Proceedings, April 9, 1958, page 7544)

(24b) (Repealed Council Journal of Proceedings, January 31, 1969, page 4991)

(25) *Orthopedic and Medical Appliance Stores, but not including the assembly or manufacturing of such articles.

(26) Parking Lots, open and other than accessory, for the storage of private passenger automobiles, and subject to provisions of Section 8.11.

(27) (Repealed Council Journal of Proceedings, November 16, 1988, page 19446)

(28) Pet Shops.

(29) Police Stations.

(30) Plumbing Showrooms and Shops.

(30a) Printing establishments; employing not more than two persons in addition to one owner or manager. (Amended Council Journal of Proceedings, December 30, 1959, page 1894)

(31) Public Libraries.

(32) Radio and Television Service and Repair Shops.

(33) *Recording Studios.

(34) Restaurants, including live entertainment and dancing. Unenclosed or partially enclosed restaurants are expressly permitted, except that live entertainment and dancing are not permitted in the unenclosed or partially enclosed areas. Liquor may be served in conjunction to the serving of food as the principal activity. (Amended Council Journal of Proceedings, July 10, 1974, page 8556; December 18, 1986, page 38654; February 11, 1987, page 39507)

(35) Schools, commercial or trade, when not involving any danger of fire or explosion nor of offensive noise, vibration, smoke, dust, odor, glare, heat, or other objectionable influences.

(36) Second-hand Stores and Rummage Shops.

(37) Taxidermists.

(38) Radio Towers, Television Towers, Telephone Exchanges -- micro-wave relay towers, and telephone transmission equipment buildings.

(39) Theaters.

(40) Ticket Agencies. Amusement.

(41) *Tire Facilities, Class I, Class II, as regulated by Chapters 4-229 and 4-5-010 of the Municipal Code.*

(41) (Deleted Council Journal of Proceedings, July 8, 1964, page 2989)

(42) Typewriter and Adding Machine Sales and Services.

(43) (Deleted Council Journal of Proceedings, July 14, 1993, page 35878)

(44) Undertaking Establishments. Funeral Parlors.

(45) Accessory Uses.

(Amended Council Journal of Proceedings, December 21, 1988, page 23541; February 9, 1994, page 45634)

SECTION 3. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 9.3-1(B) paragraph (34), by deleting the language in brackets and adding the language in italics, as follows:

(34) Tire Sales [for all vehicles], *Tire Facilities -- Class I,* Class II and Class III.

SECTION 4. This ordinance shall be in force and effect after its passage and publication.

APPROVAL OF ZONING EXCEPTION FOR CHANGE OF LICENSEE AND CONTINUED OPERATION OF TAVERN AT 3000 SOUTH CANAL STREET.

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 June 14, 1995, pages 3405 and 3412 through 3413, recommending that the City Council adopt a proposed resolution which approves a zoning exception for change of licensee and continued operation of a tavern at 3000 South Canal Street.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, 3000 South Canal Corporation, Frank Nardi, President and Secretary, as licensee, filed on December 16, 1994, an application for an exception pursuant to Article 11.7A-3 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern in a one-story building, in an R3 General Residence District, on the premises at 3000 South Canal Street; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered December 16, 1994, reads:

> "Application not approved. Requested certification does not conform with the applicable provisions of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, specifically, Articles 7.3-4, 11.7A-1."

; and

WHEREAS, The district maps show that the premises is located in an R3 General Residence District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact: the said use is located in an R3 General Residence District; that the subject site is improved with a one-story building containing an existing tavern; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of license of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing

tavern will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern in a one-story building, on the premises at 3000 South Canal Street, and that all applicable ordinances of the City of Chicago shall be complied with before a license is issued; and

Be It Further Resolved, That the granting of this exception shall run only with the applicant, 3000 South Canal Corporation, Frank Nardi, President and Secretary, as licensee, and that a change of licensee shall terminate the exception granted herein; and

Be It Further Resolved, That the tavern in the subject building is, and shall continue to be, subject to all applicable provisions of Article 6 of the Chicago Zoning Ordinance.

AMENDMENT OF CHICAGO ZONING ORDINANCE BY RECLASSIFICATION OF AREA SHOWN ON MAP NUMBER 20-F.

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 June 14, 1995, pages 3455 through 3471, recommending that the City Council pass a proposed ordinance which amends the Chicago Zoning Ordinance by reclassifying the area shown on Map Number 20-F.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 43.

Nays -- None.

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

Alderman Banks was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 20-F in the area bounded by:

a point 1,322.35 feet north of West 87th Street and 250 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists; a line from a point 1,322.35 feet north of West 87th Street and 250 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists, to a point 1,226.3 feet north of West 87th Street and 326 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists; a line from a point 1,226.3 feet north of West 87th Street and 326 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists, to a point 974.05 feet north of West 87th Street and 428 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists, to be connected by a concave line with an arc of 312.19 feet, with a chord length of 306.44 feet; west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists; West 87th Street to a point 720.23 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists and the northerly right-of-way line of West 87th Street; a line from a point 720.23 feet west of the westerly right-of-way line of South Wentworth Avenue extended and the northerly right-of-way line of West 87th Street, to a point 740.52 feet west of the westerly right-of-way of South Wentworth Avenue extended and 134.32 feet north of West 87th Street; a line from a point 740.52 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 134.32 feet north of West 87th Street, to a point 760.62 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 215.05 feet north of West 87th Street; a line 838.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended; a line from a point 838.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 513.87 feet north of West 87th Street to a point 788.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 643.87 feet north of West 87th Street, to be connected by a concave line with an arc of 142.38 feet with a radius of 314.94 feet; a line from a point 788.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 643.87 feet north of West 87th Street, to a point 746.61 feet west of the westerly right-of-

way line of South Wentworth Avenue extended and 727.87 feet north of West 87th Street, to be connected by a convex line with an arc of 94.05 feet and a radius of 396.37 feet; a line 746.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended; a line 746.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 809.31 feet north of West 87th Street, to a point 726.61 feet west of the westerly right-of-way line of South Wentworth Avenue and 999.31 feet north of West 87th Street; a line from a point 726.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 999.31 feet north of West 87th Street, to a point 653.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 1,156.31 feet north of West 87th Street, to be connected by a concave line with an arc of 176.104 feet and a chord length of 173.067 feet; a line from a point 653.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 1,156. 31 feet north of West 87th Street, to a point 578.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 1,207.31 feet north of West 87th Street, to be connected by a concave line with an arc of 92.365 feet and a chord length of 91.925 feet; a line from a point 578.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 1,207.31 feet north of West 87th Street, to a point 304 feet west of South Wentworth Avenue extended and 1,352.31 feet north of West 87th Street; and a line from a point 304 feet west of South Wentworth Avenue extended and 1,352.3 feet north of West 87th Street, to a point 1,322.35 feet north of West 87th Street and 250 feet west of the westerly right-of-way of South Wentworth Avenue extended (point of beginning),

to those of a C3-1 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the Business Planned Development No. 566 and C3-1 Commercial-Manufacturing District symbols and indications as shown on Map No. 20-F in the area bounded by:

a line 1,671.35 feet north of West 87th Street; the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists; West 87th Street; a point 720.23 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists and the northerly right-of-way line of West 87th Street; a line from a point 720.23 feet west of the westerly right-of-way line of South Wentworth Avenue extended and the northerly right-of-way line of West 87th Street, to a point 740.52 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 134.32 feet north of West 87th Street; a line from a point 740.52 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 134.32 feet north of West 87th Street, to a point 760.62 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 215.05 feet north of West 87th Street; a line

838.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended; a line from a point 838.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 513.87 feet north of West 87th Street, to a point 788.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 643.87 feet north of West 87th Street, to be connected by a concave line with an arc of 142.38 feet with a radius of 314.94 feet; a line from a point 788.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 643.87 feet north of West 87th Street, to a point 746.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 727.87 feet north of West 87th Street, to be connected by a convex line with an arc of 94.05 feet and a radius of 396.37 feet; a line 746.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended; a line 746.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 809.31 feet north of West 87th Street, to a point 726.61 feet west of the westerly right-of-way line of South Wentworth Avenue and 999.31 feet north of West 87th Street; a line from a point 726.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 999.31 feet north of West 87th Street, to a point 653.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 1,156.31 feet north of West 87th Street, to be connected by a concave line with an arc of 176.104 feet and a chord length of 173.067 feet; a line from a point 653.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 1,156.31 feet north of West 87th Street, to a point 578.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 1,207.31 feet north of West 87th Street, to be connected by a concave line with an arc of 92.365 feet and a chord length of 91.925 feet; a line from a point 578.61 feet west of the westerly right-of-way line of South Wentworth Avenue extended and 1,207.31 feet north of West 87th Street, to a point 304 feet west of South Wentworth Avenue extended and 1,352.31 feet north of West 87th Street; a line from a point 304 feet west of the westerly right-of-way line of South Wentworth Avenue and 1,352.31 feet north of West 87th Street, to a point 205 feet west of the westerly right-of-way line of South Wentworth Avenue and 1,422.43 feet north of West 87th Street; a line from a point 205 feet west of the westerly right-of-way line of South Wentworth Avenue and 1,422.43 feet north of West 87th Street, to a point 32.68 feet west of the westerly right-of-way line of South Wentworth Avenue and 1,671.51 feet north of West 87th Street, to be connected by a convex line with an arc of 337.506 feet and a chord length of 324.85 feet; and a line 1,671.35 feet north of West 87th Street (point of beginning),

to those of Business Planned Development No. 566, as amended, and a corresponding use district is hereby established in the area above described.

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

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development Number 566,

As Amended.

Plan Of Development Statements.

1. The area delineated herein as Business Planned Development No. 566, as amended, consists of approximately 1,028,079 square feet (23.6 acres) and is owned or controlled by the Applicant, Home Depot U.S.A., Inc..

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and as signs 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 or any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors. Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any

portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of these fourteen (14) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; Existing Land-Use Map; a Planned Development Boundary and Property Line Map; a Site Plan, Landscape Plan, Building Elevations and Pylon Sign Elevation Plan prepared by Warman Olsen Warman, Ltd., dated May 11, 1995. Full size sets of the Site Plan, Landscape Plan, Building Elevations and Pylon Sign Elevation Plan are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other zoning controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted within the area delineated herein as "Business Planned Development": all uses permitted in the C3-1 Commercial-Manufacturing District, except dwelling units and lodging rooms; hotels and motels; adult uses; automobile, battery and tire stations (unless said uses are ancillary to a primary retail use); and crematories, which shall not be permitted.

6. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Two (2) pylon signs shall be permitted within the Planned Development in general conformance with the Pylon Sign Elevation Plan attached hereto. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development.

7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the

Department of Transportation, Bureau of Traffic Engineering and Operations and of the Department of Planning and Development.

8. Height restriction of any building or any appurtenance thereto shall, in addition to the Bulk Regulations and Data Table, be subject to:

   (A) height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

   (B) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law, and approved by the City Council.

9. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.

10. The improvements in the Property shall be designed, installed and maintained in general conformance with the Site Plan, Landscape Plan, Building Elevations and Pylon Sign Elevation Plan dated May 11, 1995. The landscaping (including street trees in the adjacent right-of-way) shall be designed, installed and maintained in general conformance with the Landscape Plan and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

11. With respect to the 139,000 square foot Retail Building and the outparcel identified on the Site Plan and Landscape Plan, the Applicant shall submit a site plan and elevations, including drawings of all signage, to the Department of Planning and Development for site plan and Part II approval pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance. Site plan approval is intended to assure that the development proposal for the 139,000 square foot Retail Building and the outlot is architecturally integrated and otherwise consistent with the remainder of the Planned Development Ordinance and to assist the City in monitoring ongoing development. No driveways shall be permitted from the outparcel to West 87th Street. The outparcel building shall be setback from West 87th Street in accordance with the Planned Development Boundary and Property Line Map. If a site plan substantially conforms with the provisions of this Planned Development Ordinance, 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 the Planned Development Ordinance, the Commissioner shall advise the

Applicant in writing regarding the specific reasons for such adverse determination and the specific areas in which the site plan does not conform to the provisions of this Planned Development Ordinance 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 Ordinance. After the Commissioner approves the site plan, the approved site plan may be changed or modified pursuant to the provisions of this Planned Development Ordinance. In the event of any inconsistency between an approved site plan and the terms of the Planned Development ordinance in effect at the time of approval of such site plan or of the modifications thereto, the terms of the Planned Development Ordinance shall govern. The site plan for any new building to be constructed as the 139,000 square foot Retail Building or within the outlot parcel 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 all 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 to update and supplement previously submitted traffic impact studies, 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 Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3 (c) of the Chicago Zoning Ordinance.

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, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

14. Unless substantial construction has commenced within ten (10) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory

Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to that of a C3-1 Commercial-Manufacturing District.

[Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary and Property Line Map; Site Plan; Landscape Plan; Building Elevation Drawings; and Pylon Sign Elevation Plan referred to in these Plan of Development Statements printed on pages 5168 through 5174 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Business Planned Development Number 566, As Amended.

Bulk Regulations And Data Table.

Net Site Area Square Feet Acres	Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
1,028,079.23 23.60	0.30	See Site Plan

Gross Site Area, 1,051,776.59 square feet (24.14 acres) = Net Site Area, 1,028,079.23 square feet (23.60 acres) + Area in Public Right-of-Way, 23,697.36 square feet (0.54 acres).

Maximum Floor Area Ratio for Total Net Site Area: 0.30.

Minimum Number of Off-Street Parking Spaces: 1,100 (including 2% handicapped).

Minimum Number of Off-Street Loading Berths:	Six at 10 feet, 0 inches by 50 feet, 0 inches.
Maximum Percent of Site Coverage:	In accordance with the Site Plan.
Minimum Required Building Setbacks:	In accordance with the Site Plan.
Maximum Permitted Building Height:	In accordance with the Building Elevations.

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 the Proceedings of June 14, 1995, pages 3413 through 3455 and 3472 through 3474, recommending that the City Council pass said 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:

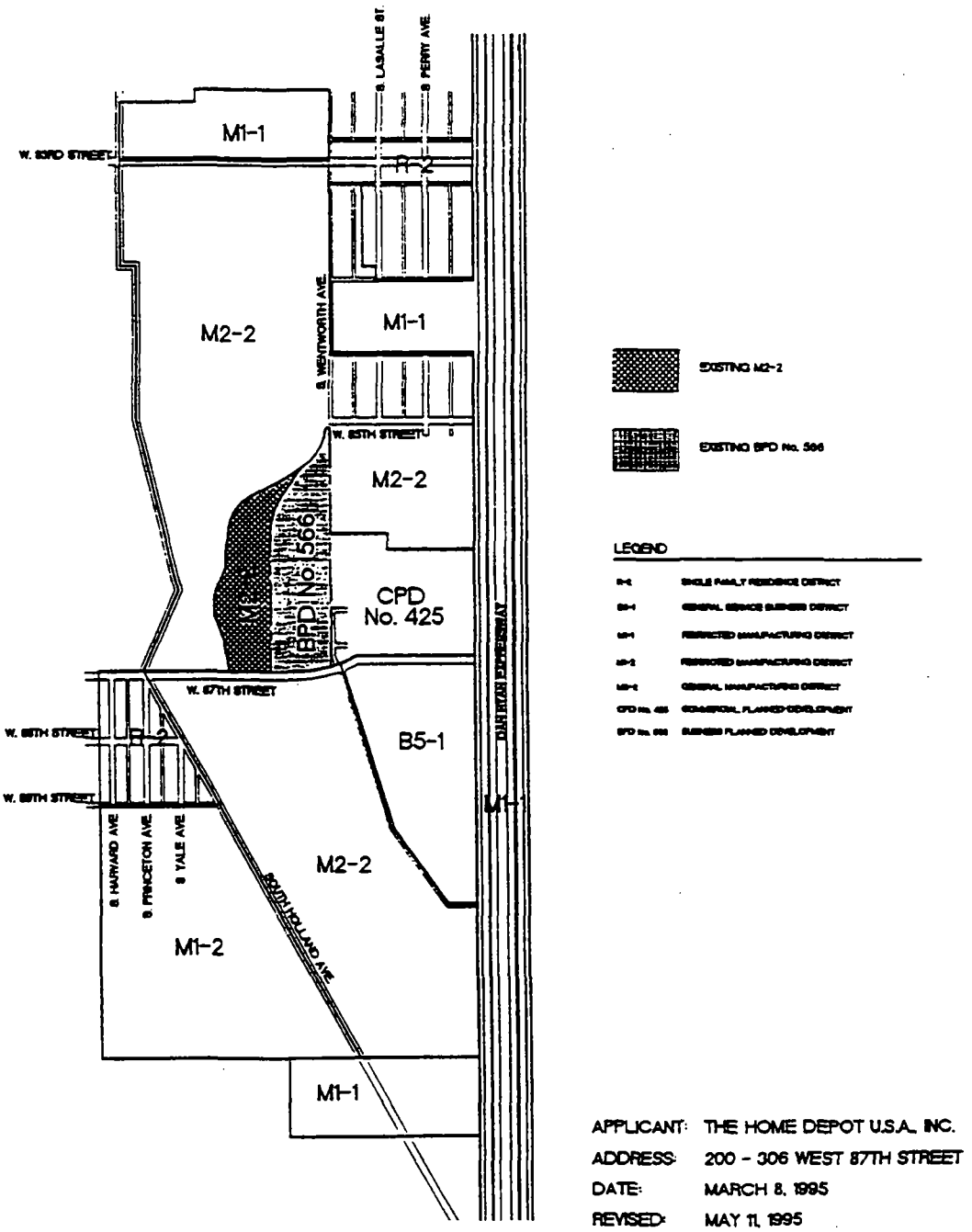
Yeas -- Aldermen Granato, Haithcock, Tillman, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

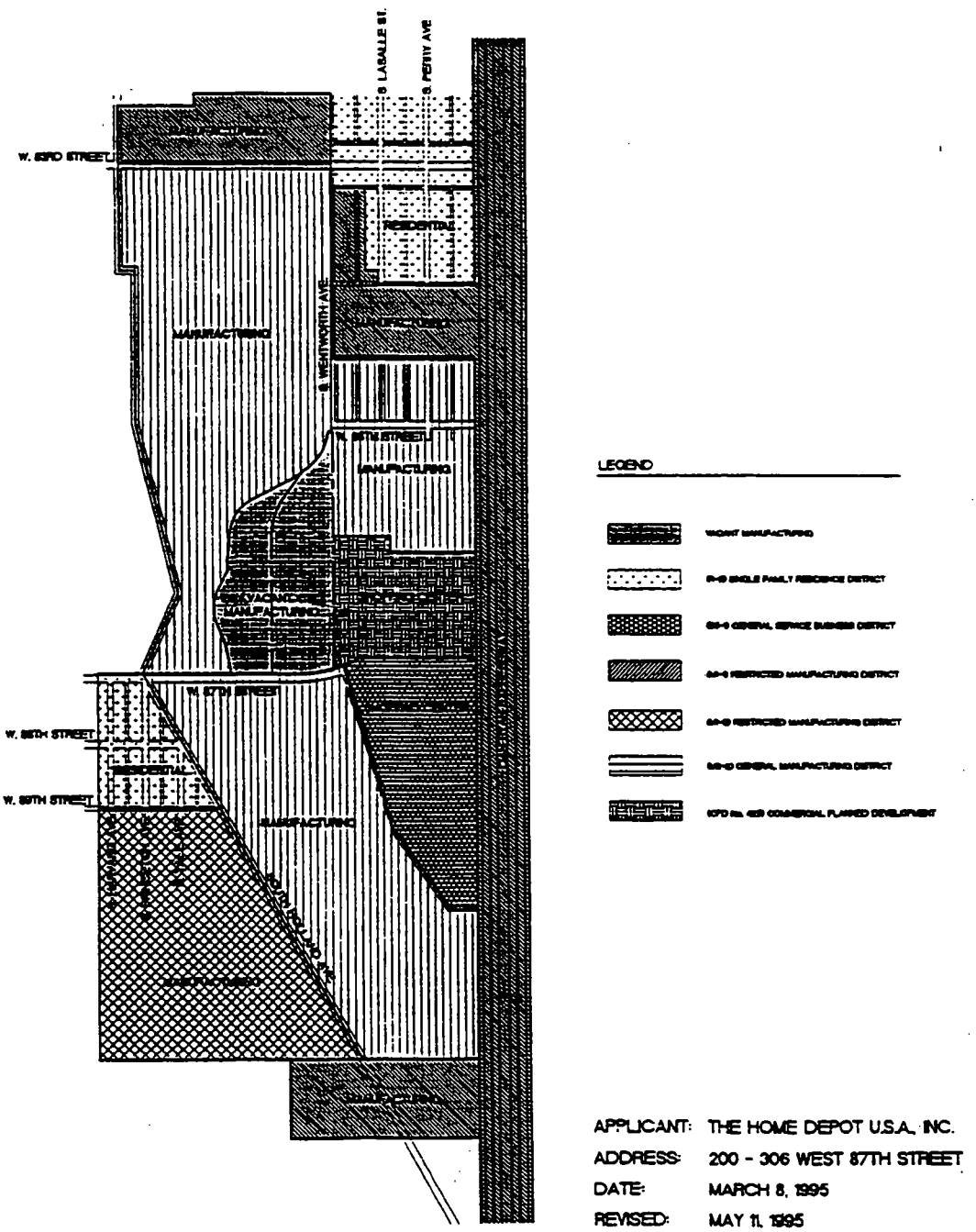
(Continued on page 5175)

Existing Zoning Map.

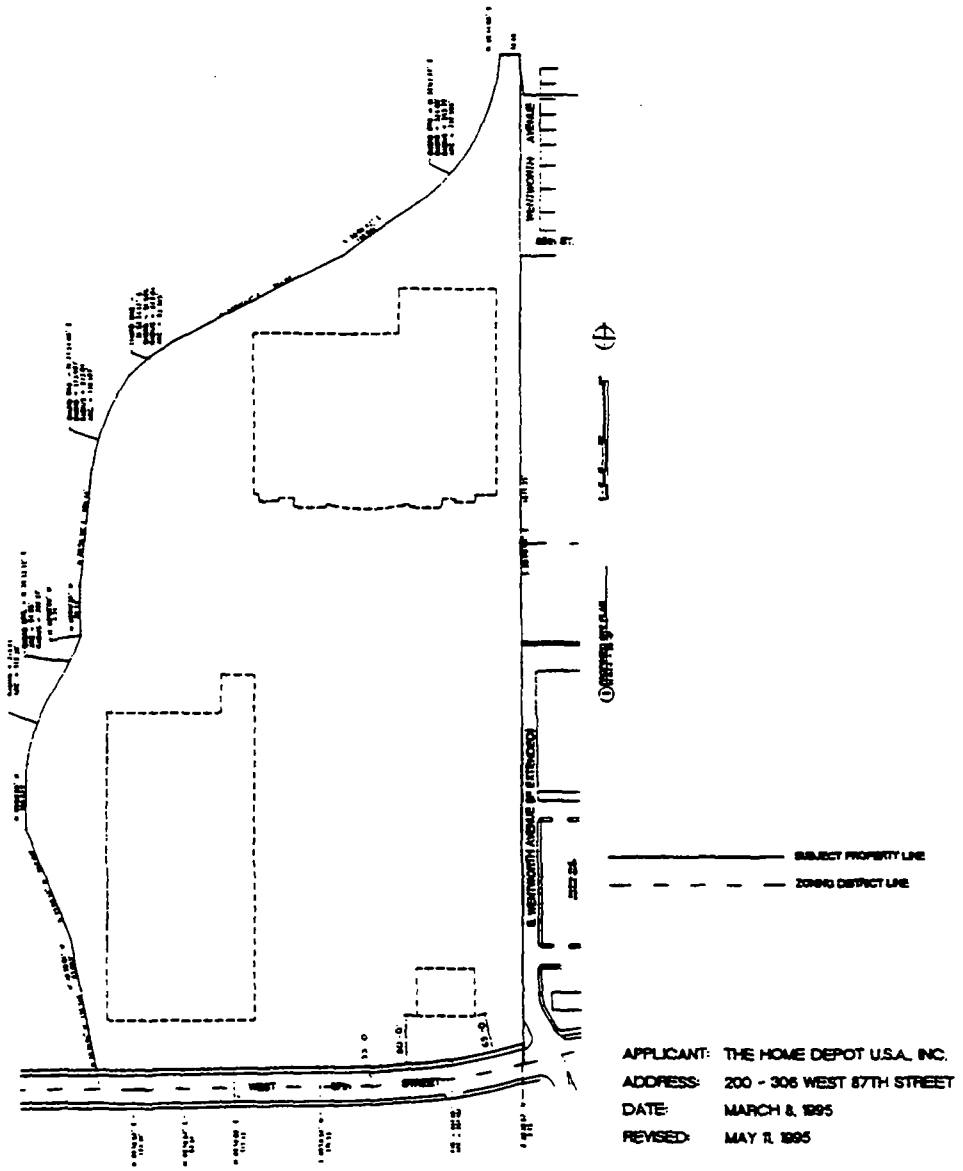


APPLICANT: THE HOME DEPOT U.S.A. INC.
ADDRESS: 200 - 306 WEST 87TH STREET
DATE: MARCH 8, 1995
REVISED: MAY 11, 1995

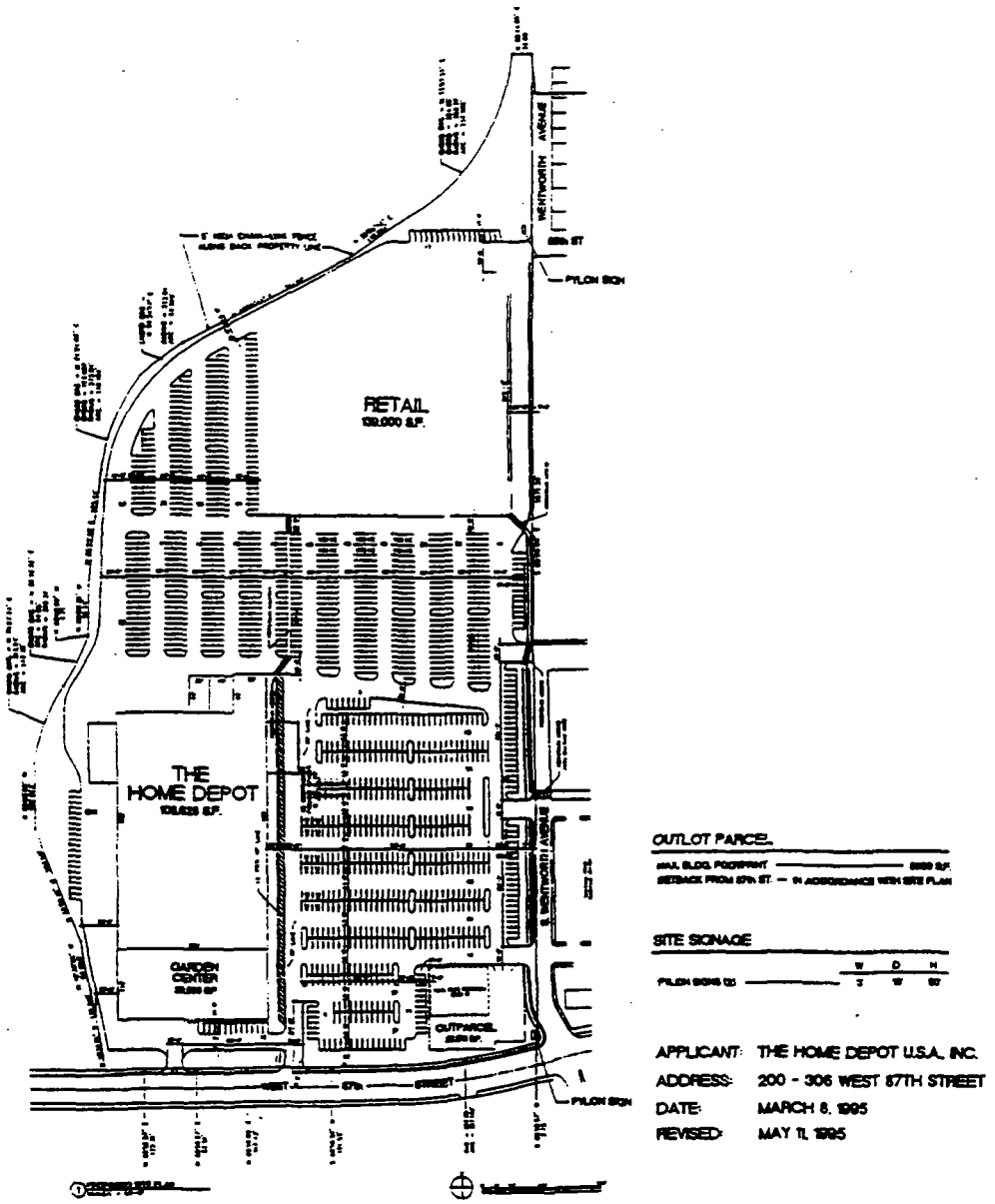
Existing Land-Use Map.



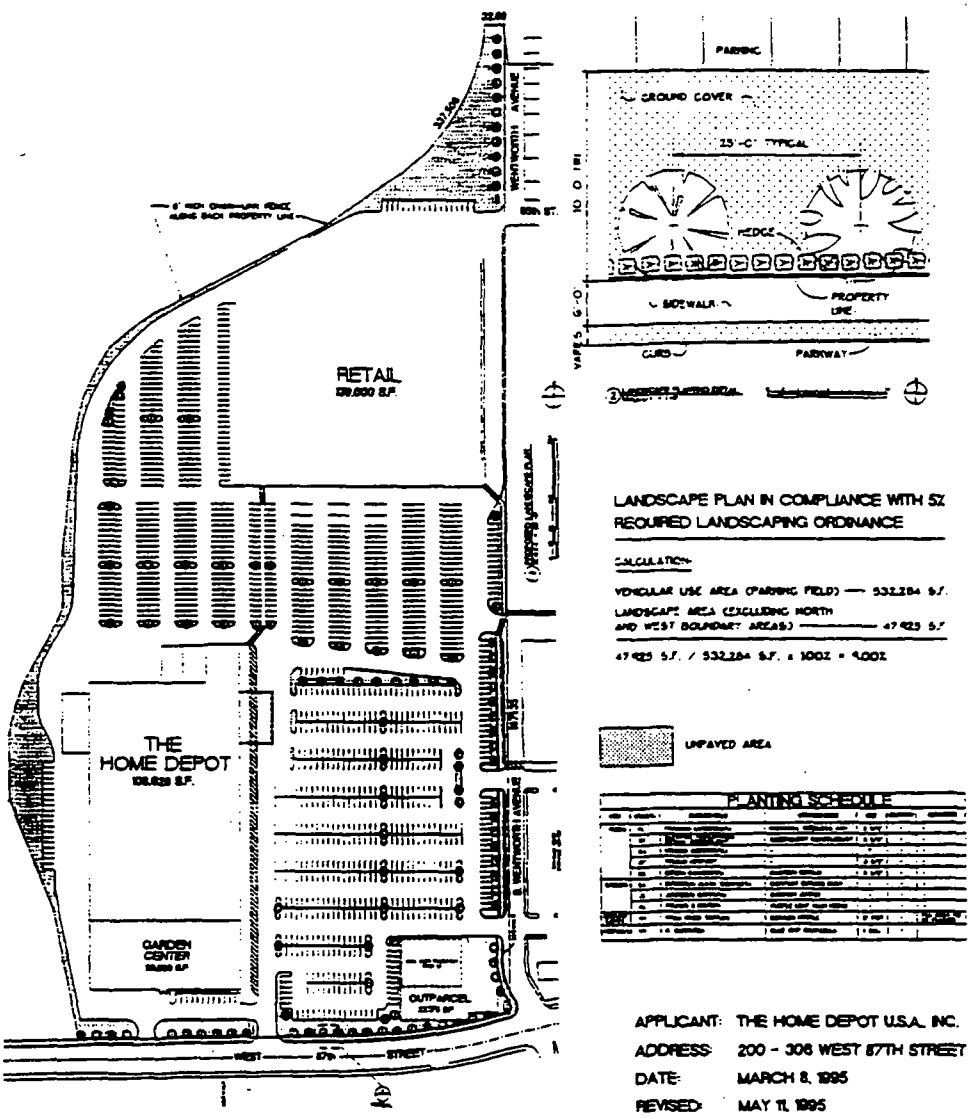
Planned Development Boundary And
Property Line Map.



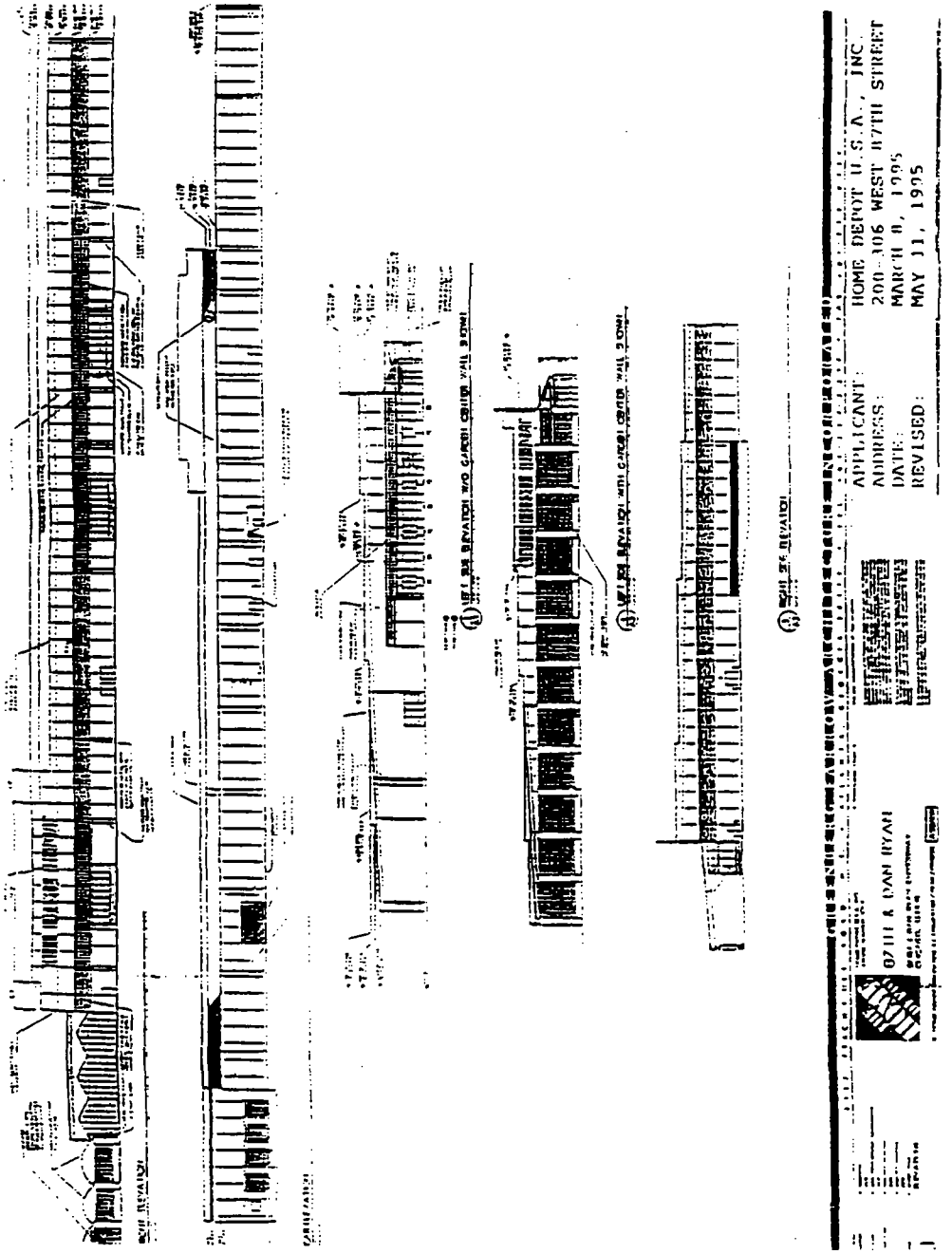
Site Plan.


RETAIL
THE HOME DEPOT
GARDEN CENTER
OUTPARCEL
WENTWORTH AVENUE
PYLON SIGN
OUTLOT PARCEL
SITE SIGNAGE
APPLICANT: THE HOME DEPOT U.S.A. INC.
ADDRESS: 200 - 306 WEST 87TH STREET
DATE: MARCH 8, 1995
REVISED: MAY 11, 1995

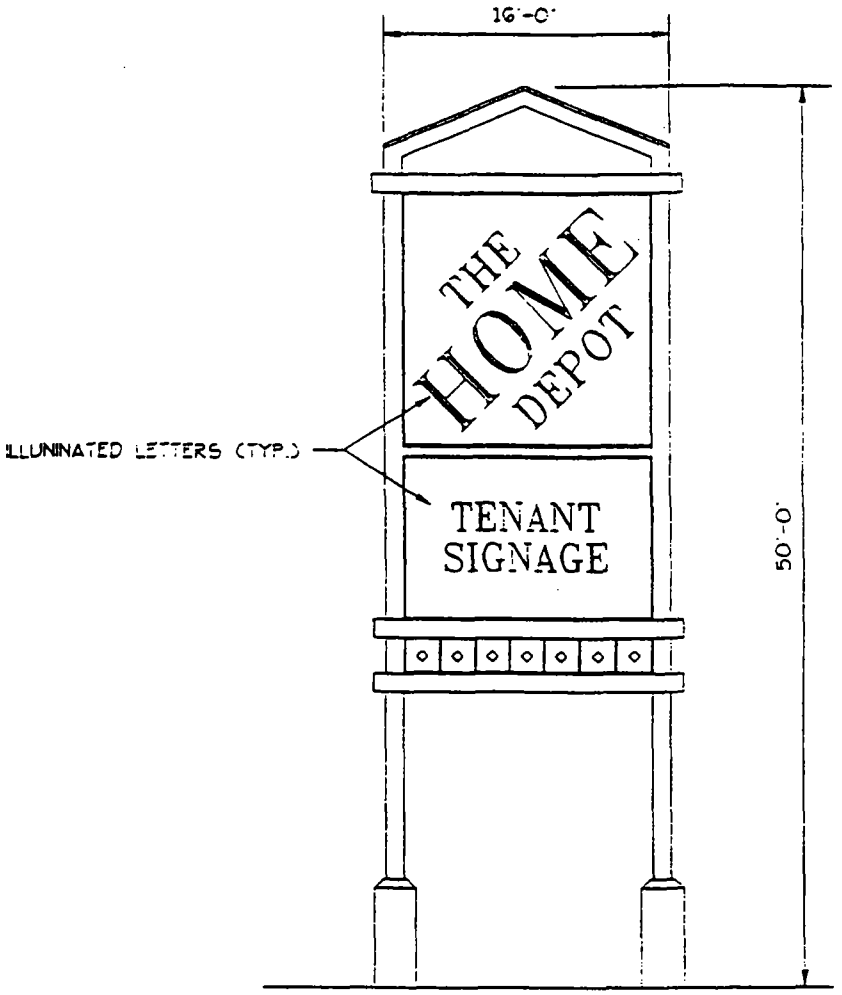
Landscape Plan.



Building Elevations.



Pylon Sign Elevation Plan.



APPLICANT: THE HOME DEPOT U.S.A. INC.
ADDRESS: 200 - 306 WEST 87TH STREET
DATE: MARCH 8, 1995
REVISED: MAY 11, 1995

(Continued from page 5167)

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-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 B7-5 General Central Business District symbols and indications as shown on Map No. 1-F in the area bounded by:

> North Clark Street; West Superior Street; the alley next west of and parallel to North Clark Street; and a line 89.06 feet south of and parallel to West Superior Street,

to those of a B7-6 General Central Business District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 2-E in the area bounded by:

> East Adams Street; South Michigan Avenue; a line 105.87 feet south of East Adams Street; and the alley next west of South Michigan Avenue,

to those of a Business 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 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:

Business Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Business Planned Development (the "Planned Development") consists of approximately 18,182.11 square feet (.42 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, the Equitable Life Assurance Society of the United States.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its designee.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

   Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the

Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of fourteen (14) Statements; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Generalized Land-Use Map; an Existing Land Use Map; and a Table of Use and Bulk Regulations and Related Controls. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses are permitted in the Planned Development subject to the restrictions in Statement 12 and in the Table of Use and Bulk Regulations:

   Business and professional offices and other uses as permitted in the B6-7 Restricted Central Business District on the effective date hereof.

6. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.

7. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

8. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent (2%) of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.

9. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to

provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and of the Commissioner of Planning and Development.

10. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenance attached thereto also shall be subject to:

    (A) height limitations as certified and approved by the Federal Aviation Administration; and

    (B) airport zoning regulations as established by the Department of Planning and Development, the Department of Aviation and the Department of Law and approved by the City Council.

11. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and Development and in effect on the date hereof.

12. 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 any substantial redevelopment of the Property, excluding those redevelopment projects which involve only interior work or re-cladding of the existing building, 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 the 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 determines within said thirty (30) day period that the Site Plan that was submitted does not substantially conform with the provisions of the 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 (14) days of its filing.

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 by the Commissioner of a Site Plan, the approved 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 this Planned Development in effect at the time of approval of such plan or of modifications thereto, the terms 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 parking spaces and loading berths;

4) All drives and vehicular routes;

5) All proposed landscaping, including species and size;

6) All pedestrian circulation routes;

7) Elevations of the improvements; and

8) All statistical information applicable to the Property, including:

    a) Floor area and floor area ratio;

    b) Number of parking spaces to be provided;

    c) Uses to be established;

    d) Building heights; and

    e) All setbacks.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development. 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 constructed within this Planned Development after the effective date hereof 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.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Generalized Land-Use Map; and Existing Land-Use Map referred to in these Plan of Development Statements printed on pages 5183 through 5186 of this Journal.]

Bulk Regulations and Date Table referred to in these Plan of Development Statements reads as follows:

Business Planned Development

Plan Of Development

Use And Bulk Regulations And Data.

General Description of Land Use:	See Statement No. 5.
Maximum Permitted Floor Area Ratio:	24.0

Gross Site Area, 31,683.19 square feet (.73 acres) = Net Site Area, 18,182.11 square feet (.41 acres) + Area Remaining in Public Right-of-Way, 13,501.08 square feet (.31 acres).

Setbacks from Property Line:	None. Setbacks of any redevelopment project for which a Site Plan has been approved under this Planned Development shall be maintained in general conformance with that Site Plan and the Plan of Development Statements.
Maximum Percentage of Site Coverage:	100%. The Site Coverage of any redevelopment project for which a Site Plan has been approved under this Planned Development shall be maintained in general conformance with that Site Plan.
Minimum Number of Off-Street Parking:	None.
Minimum Number of Off-Street Loading Berths:	No berths.

Reclassification Of Area Shown On Map Number 2-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 2-E in the area bounded by:

East Adams Street; the alley next west of South Michigan Avenue; a line 105.79 feet south of East Adams Street; South Michigan Avenue; a line 225.39 feet south of East Adams Street; the alley next west of South Michigan Avenue; a line 96.16 feet north of East Jackson Boulevard; and South Wabash Avenue,

to those of an Institutional Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 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 Planned Development.

Plan Of Development Statements.

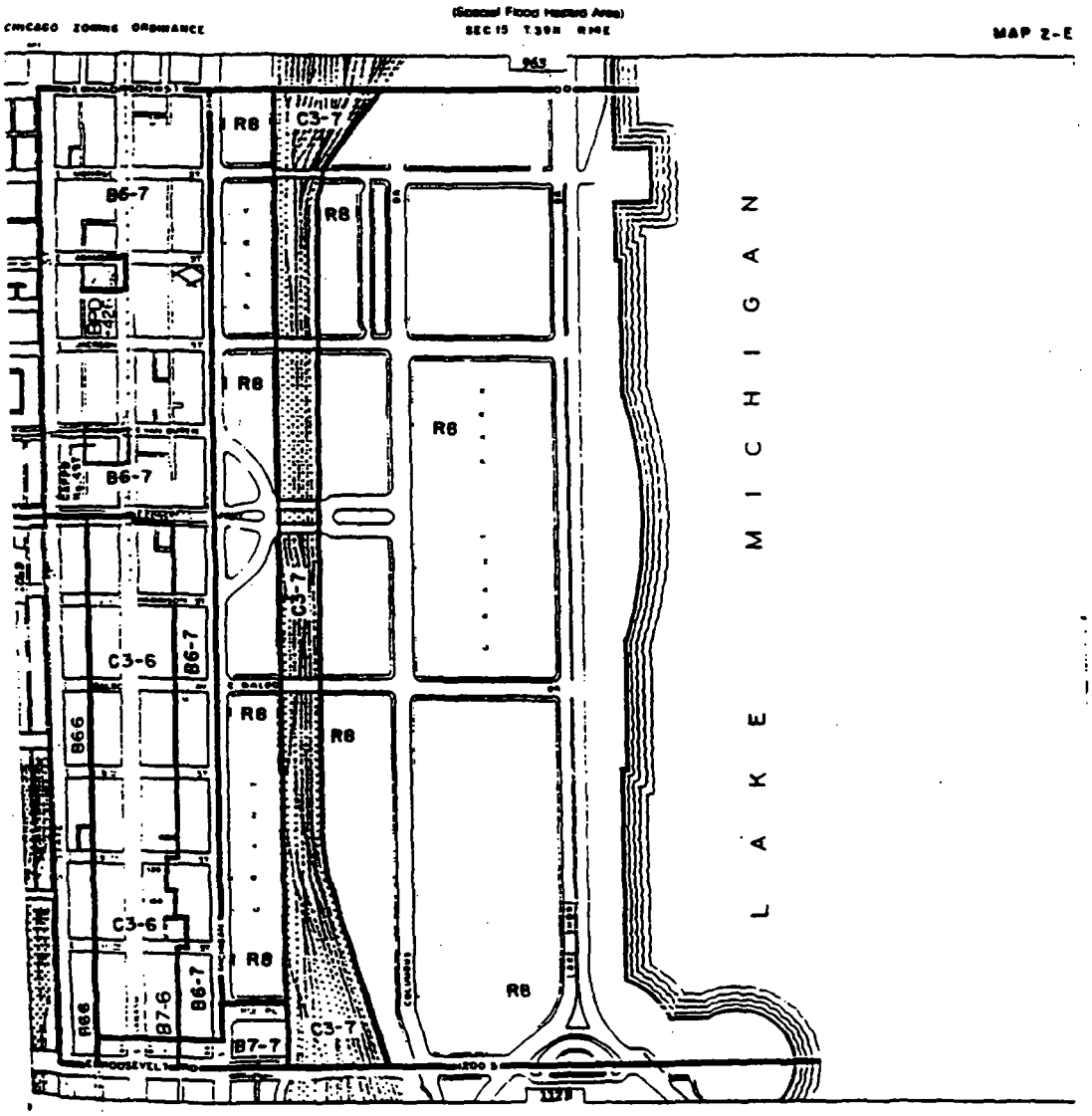
1. The area delineated herein as an Institutional Planned Development (the "Planned Development") consists of approximately 72,995 square feet (1.675 acres) of property which is depicted on the attached Planned Development Boundary, Property Line and Right-of-Way Adjustment Map (the "Property") and is owned or controlled by the Applicant, The Orchestral Association.

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

(Continued on page 5187)

Existing Zoning Map.

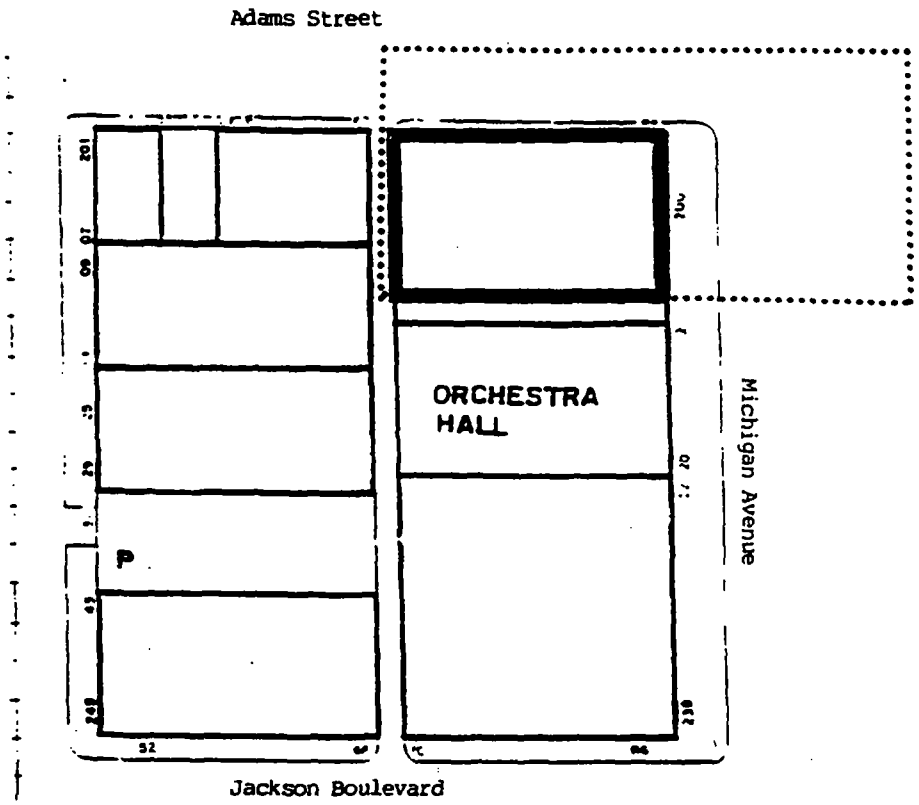


APPLICANT: The Equitable Life Assurance Society of the United States
455 North Cityfront Plaza Drive
Chicago, Illinois 60611

DATE: September 14, 1994

SUBJECT SITE

Planned Development Boundary And Property Line Map.



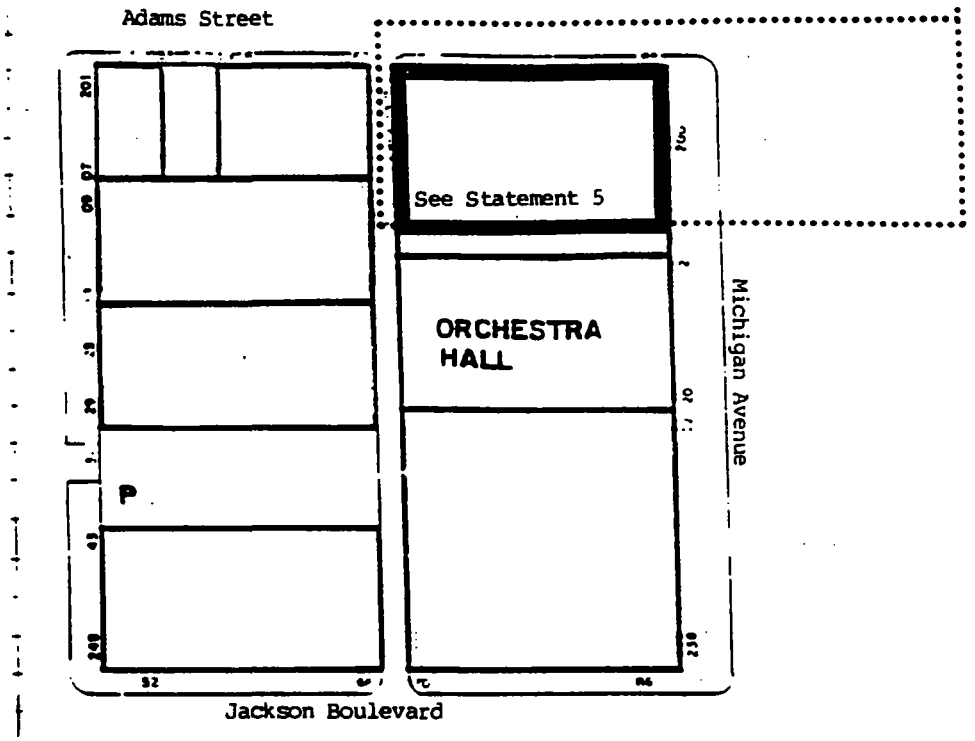
APPLICANT: The Equitable Life Assurance Society of the United States
455 North Cityfront Plaza Drive
Chicago, Illinois 60611

DATE: September 14, 1994

..... PLANNED DEVELOPMENT BOUNDARY

PROPERTY LINE

Generalized Land Use-Map.



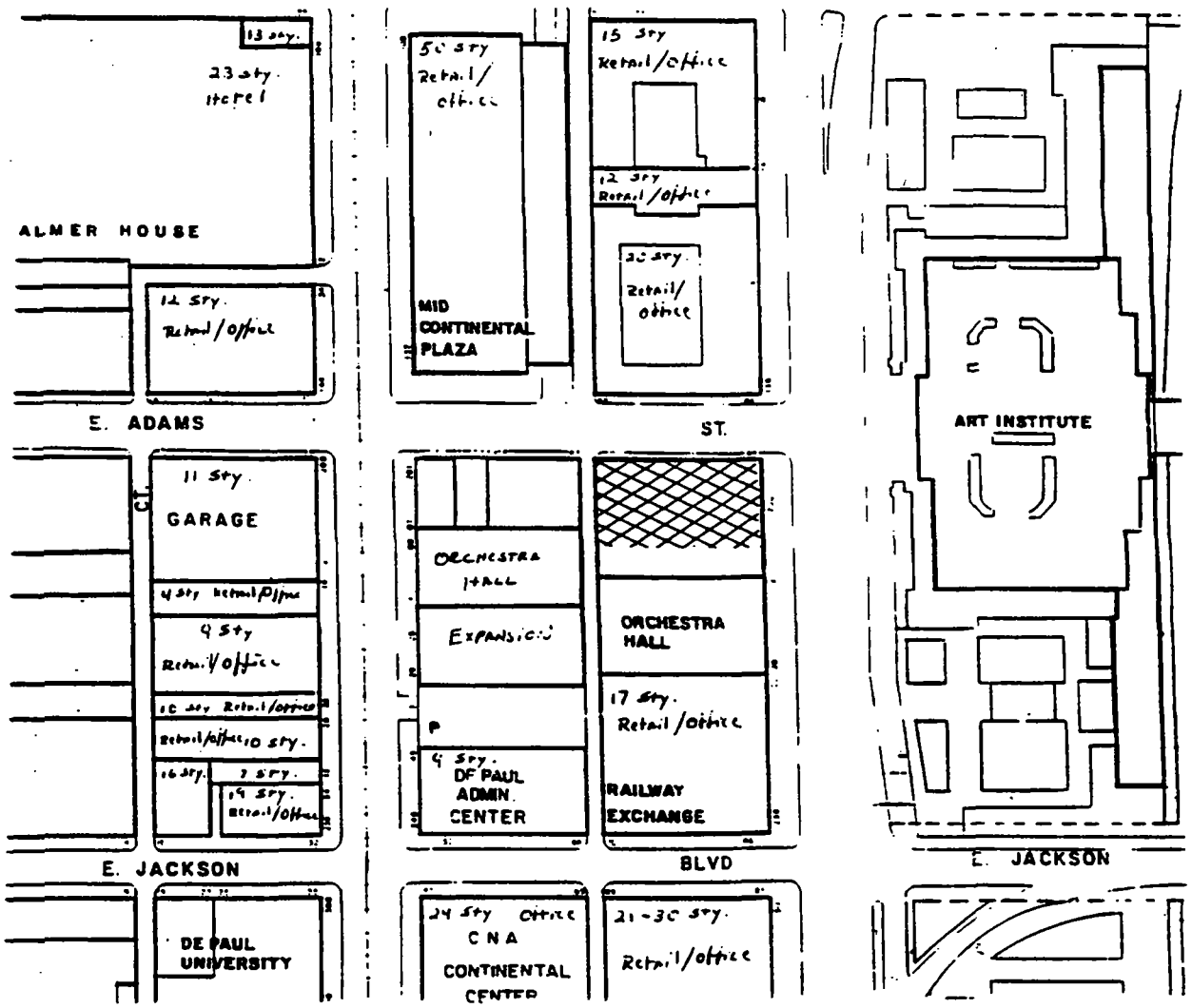
APPLICANT: The Equitable Life Assurance Society of the United States
455 North Cityfront Plaza Drive
Chicago, Illinois 60611

DATE: September 14, 1994

..... PLANNED DEVELOPMENT BOUNDARY

PROPERTY LINE

Existing Land Use-Map.



SUBJECT SITE

APPLICANT: The Equitable Life Assurance Society of the United States
455 North Cityfront Plaza Drive
Chicago, Illinois 60611

DATE: September 14, 1994

(Continued from page 5182)

and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of fourteen (14) Statements; an Existing Zoning Map; a Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; an Existing Land-Use Map; a Bulk Regulations and Data Table; and a Site Plan, which includes the interim parking lot layout and landscaping (the "Site/Landscape Plan") and Building, Fencing and Gate Elevations, all prepared by Skidmore Owings & Merrill, dated May 11, 1995. A reduced copy of the Site Plan is attached hereto and full sized copies are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses are permitted in the Planned Development subject to the restrictions in Statement 12:

Theatres presenting live stage performances and the serving of liquor in conjunction therewith; retail and service uses; restaurants (including the serving of liquor in conjunction therewith); taverns; public accessible outdoor plazas; interim public parking and accessory uses including recording studios and schools.

6. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs 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. The parking provided within this Planned Development may be operated under a valet service arrangement (which may include the stacking of vehicles on the site), as a self-park or a combination thereof.

8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including 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 appurtenances 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 right-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/Landscaping Plan and the Elevations. In addition, the following regulations:

(A) Landscaping.

Parkway trees shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.

(B) Phase II Site Plan Review.

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 redevelopment of the property depicted on the Site Plan as initially being developed with a surface parking lot (including any public space to be developed at the Adams/Wabash intersection), other than demolition of existing buildings or changes to existing buildings which do not increase their height or alter their footprint, a site plan for the proposed redevelopment (the "Redevelopment Site Plan") shall be submitted to the Commissioner of the Department of Planning and Development (the "Commissioner") for approval. Review and approval of the Redevelopment 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 Redevelopment Site Plan must be submitted to the Commissioner shall be granted until the Redevelopment Site Plan has been approved.

If the Redevelopment Site Plan substantially conforms to 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 written determination on a Redevelopment Site Plan within thirty (30) days after the

submission of a complete application, then the Redevelopment Site Plan shall be deemed approved by the Commissioner. If the Commissioner determines within said thirty (30) day period that the Redevelopment 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 such determination within the thirty (30) day period and, within fourteen (14) days after the expiration of the thirty (30) day period, advise the Applicant in writing of the reasons for disapproval thereof. The Commissioner shall thereafter make a final written determination on any resubmission of the Redevelopment Site Plan within fourteen (14) days of its filing shall be deemed an approval of the Redevelopment Site Plan by the Commissioner.

Following approval of a Redevelopment 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 Redevelopment Site Plan by the Commissioner, the approved Redevelopment Site Plan may be changed or modified pursuant to the provisions of Statement 14.

In the event of an inconsistency between the approved Redevelopment 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 Redevelopment Site Plan shall, at a minimum, provide the following information:

(1) boundaries of the development parcel or parcels;

(2) building footprint or footprints;

(3) dimensions of all setbacks;

(4) location and depiction of all parking spaces (including relevant dimensions);

(5) location and depiction of all loading berths (including relevant dimensions);

(6) all drives, roadways and vehicular routes;

(7) all landscaping (including a description of all landscape materials);

(8) all pedestrian circulation routes and points of ingress/egress (including sidewalks);

(9) all building elevations including an indication of materials;

(10) all site statistics and cumulative site statistics for the applicable development parcel or parcels, including:

(a) floor area and floor area ratio as represented on the submitted drawings;

(b) floor area devoted to retail uses;

(c) number of parking spaces;

(d) number of loading berths;

(e) uses of parcels; and

(f) percentage of green space provided; and

(11) Parameters of the building envelope including:

(a) maximum building height; and

(b) setbacks, required and provided.

A Redevelopment Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development.

An application for approval of a Redevelopment 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.

Factors to be considered by the Commissioner in determining conformance of the Redevelopment Site Plan to the provisions of this Planned Development are as follows: (1) the extent to which the project is designed to be compatible with the existing buildings within the Planned Development and other buildings in the immediate vicinity; (2) the extent to which the exterior walls visible

from any public way are designed and to be constructed to avoid a monotonous and blank appearance through the use of scale, massing, articulation, setbacks, materials, color, lighting, texture and detail on windows, openings, projections, recesses, offsets or other architectural devices; (3) the extent to which special attention is given to achieving an interesting building design at the pedestrian level through landscape elements, articulation of surface forms and texture and architectural detail; (4) the extent to which windows, retail, lobby space and other active uses are proposed along the Wabash Avenue frontage; and (5) the extent to which open space is provided along the Adams Street frontage.

(C) West Facade Of The Chapin & Gore Building.

Prior to the sixty (60) day anniversary of the effective date of this Planned Development, the Applicant shall secure the Commissioner of the Department of Planning and Development's review and approval of a finish treatment for the west facade of the Chapin & Gore Building and a timetable for its construction or application. The construction or application of finish treatment shall be complete prior to the issuance of any Certificate of Occupancy for any portion of the Planned Development.

(D) Adams/Wabash Corner.

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 construction of the parking lot depicted on the Site Plan the Applicant shall secure the Commissioner of the Department of Planning and Development's review and approval of a treatment for public space at the Adams and Wabash Corner extending east to the west facade of the Chapin & Gore Building and south to a line 40.0 feet south of the Adams Street property line. This area shall be designed and constructed to create an attractive and finished publicly accessible outdoor plaza for pedestrians, to shield the proposed parking lot and to complement the vicinity's appearance and urban design. The plaza shall include lighting and seating. The construction of the plaza shall be complete prior to the issuance of a license required for the operation of the parking lot.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most

current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

13. The requirements of this Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of 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.

14. Unless substantial construction of the Phase I 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 a B6-7 Restricted Central Business District.

[Existing Zoning Map; Generalized Land-Use Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Site/Landscape Plan; Building Elevation Drawings; and Gate Elevation Drawing referred to in these Plan of Development Statements printed on pages 5196 through 5204 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development

Plan Of Development

Use And Bulk Regulations And Data.

General Description of Land Use:	See Statements No. 5.
Maximum Permitted Floor Area Ratio:	4.5.

Gross Site Area, 108,538.43 square feet (2.49 acres) = Net Site Area, 72,995 square feet (1.675 acres)+ Area Remaining in Public Rights-of-Way, 35,543.43 square feet (.81 acres).

Setbacks from Property Line:	In general conformance with the Site Plan and the Plan of Development Statements.
Maximum Percentage of Site Coverage:	In general conformance with the Site Plan.
Maximum Concert Hall Seating Capacity:	4,000 seats.
Minimum Number of Off-Street Parking:	No spaces.
Minimum Number of Off-Street Loading Berths:	3 berths.

Reclassification Of Area Shown On Map Number 2-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 R5 General Residence District and C2-3 General Commercial District symbols and indications as shown on Map No. 2-G in the area bounded by:

> West Madison Street; South Loomis Street; a line 258.3 feet south of West Madison Street; a line 149.12 feet west of South Loomis Street; West Monroe Street; a line 27 feet east of South Laflin Street; the alley next north of and parallel to West Monroe Street; and South Laflin Street,

to those of a C2-4 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-G.

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

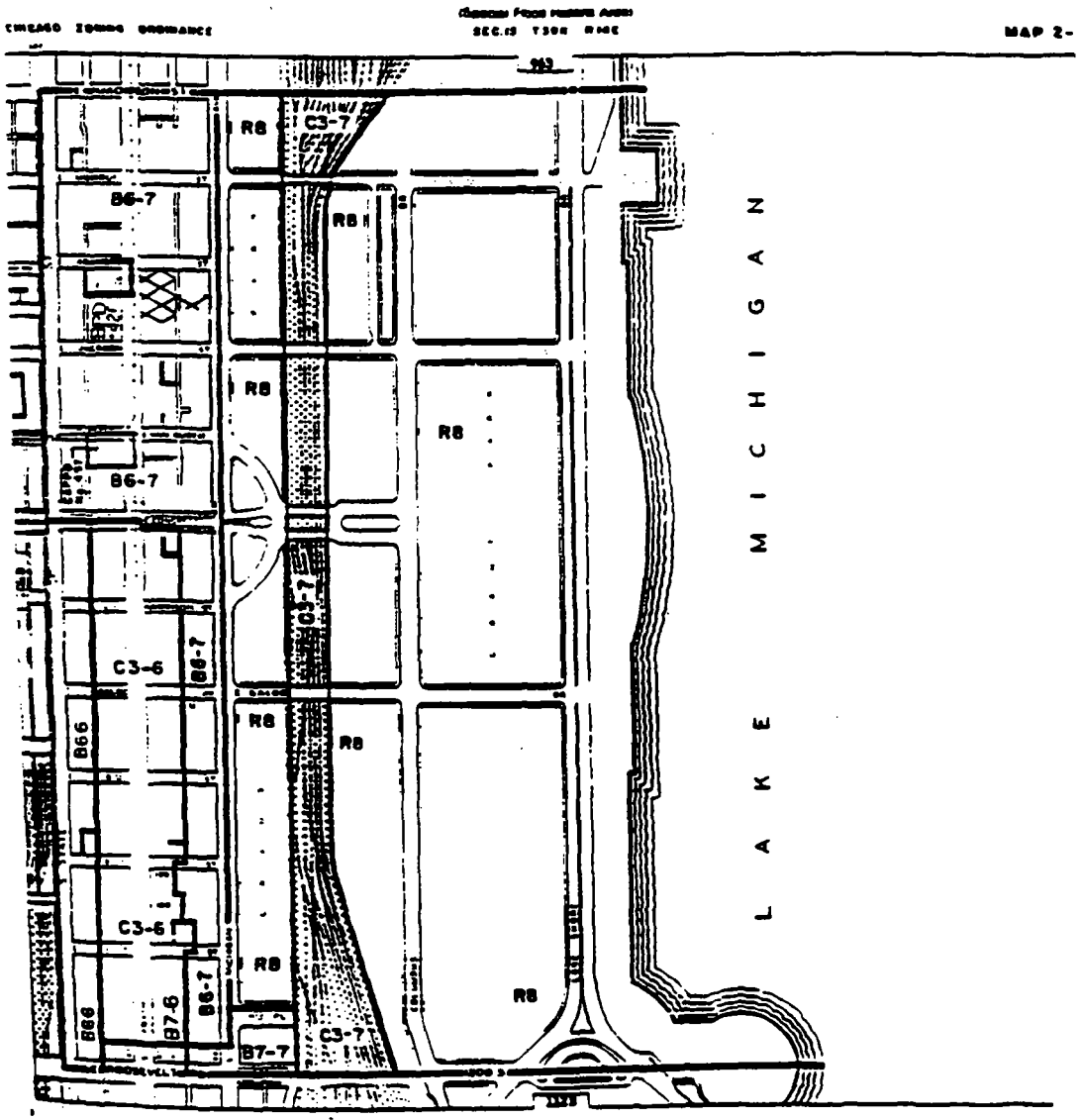
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-G in the area bounded by:

> West Pearson Street; a line 274.20 feet east of and parallel to North Ashland Avenue; the public alley next south of and parallel to West Pearson Street; and a line 224 feet east of and parallel to North Ashland 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.

Existing Zoning Map.

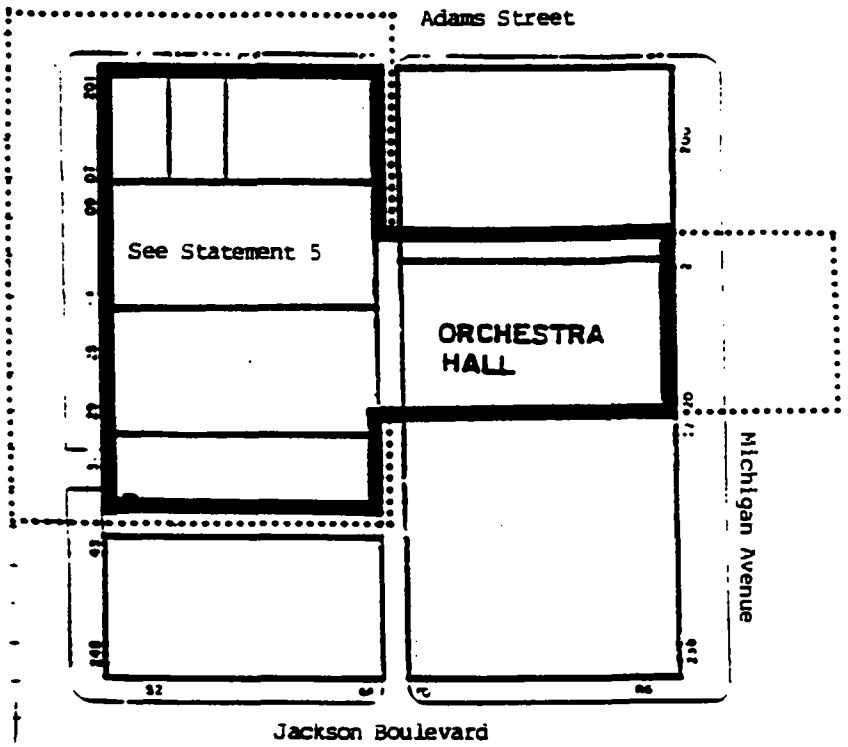


APPLICANT: The Orchestral Association
220 S. Michigan Avenue
Chicago, Illinois 60604

SUBJECT SITE

DATE: September 14, 1994

Generalized Land-Use Map.



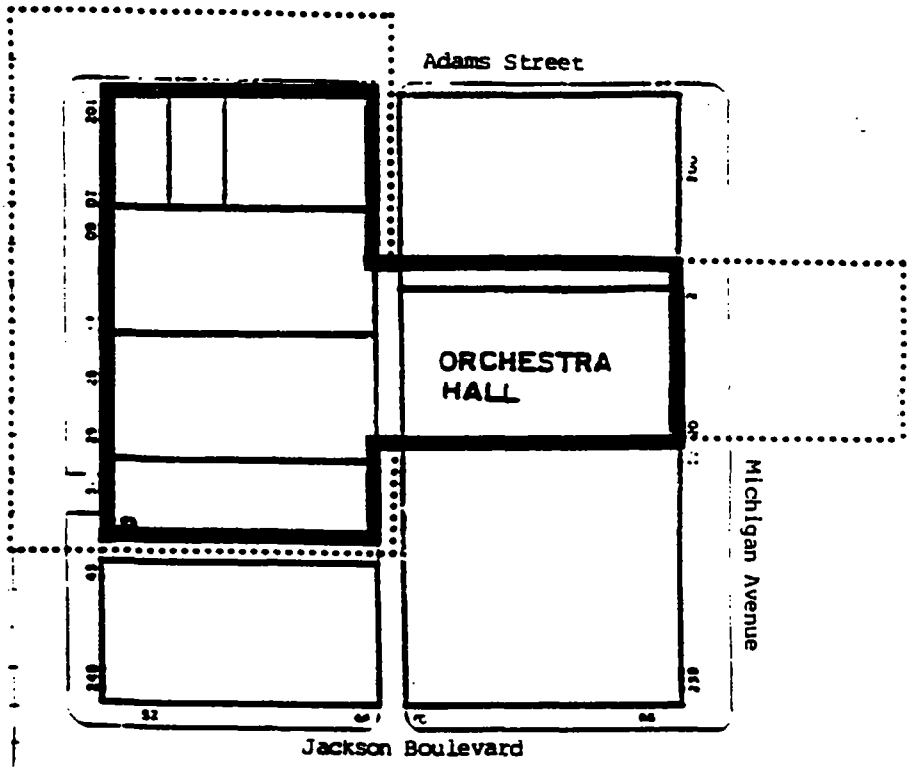
APPLICANT: The Orchestral Association
220 S. Michigan Avenue
Chicago, Illinois 60604

DATE: September 14, 1994

..... PLANNED DEVELOPMENT BOUNI

PROPERTY LINE

Planned Development Boundary and
Property Line Map.



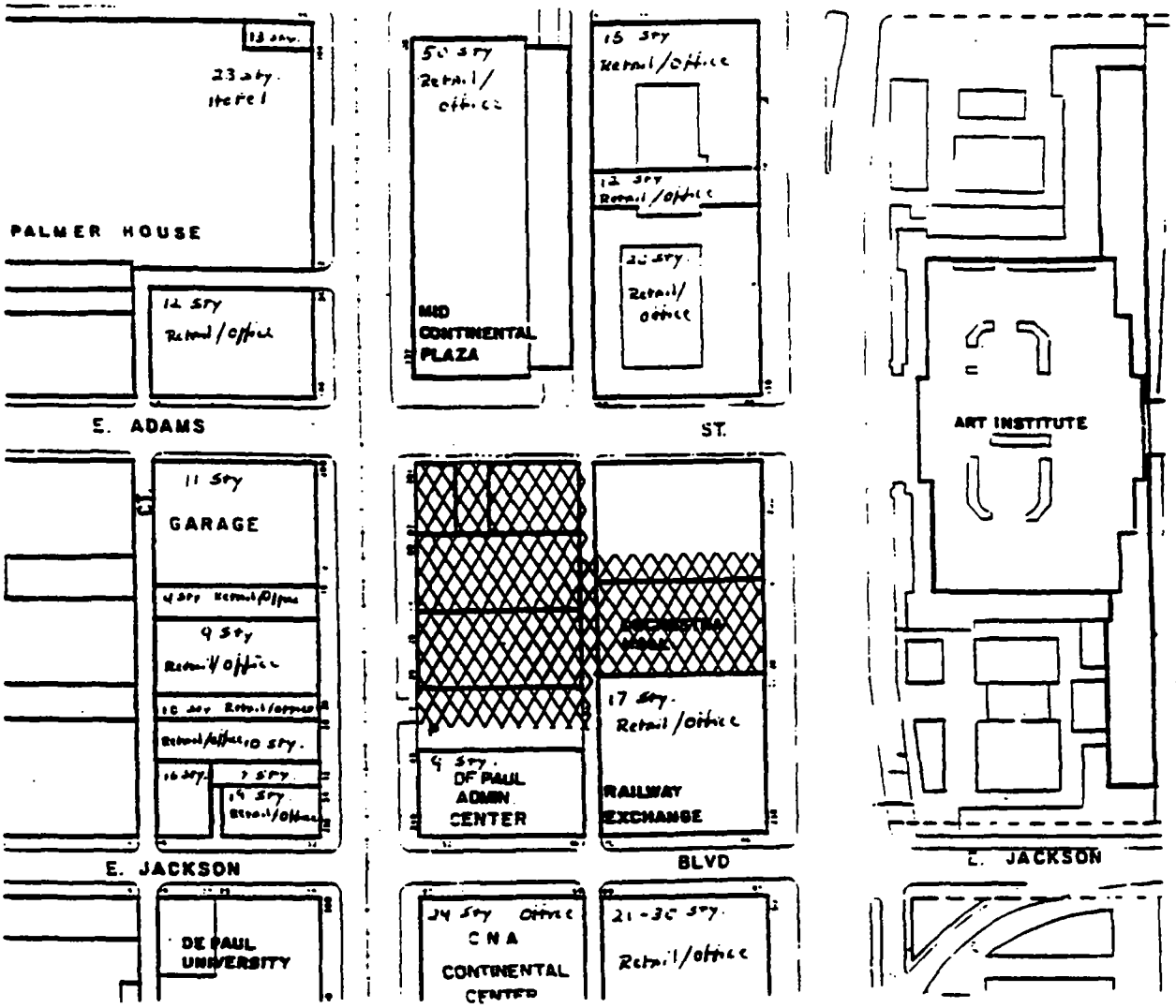
APPLICANT: The Orchestral Association
220 S. Michigan Avenue
Chicago, Illinois 60604

DATE: September 14, 1994

..... PLANNED DEVELOPMENT BOUNDARY

PROPERTY LINE

Existing Land-Use Map.

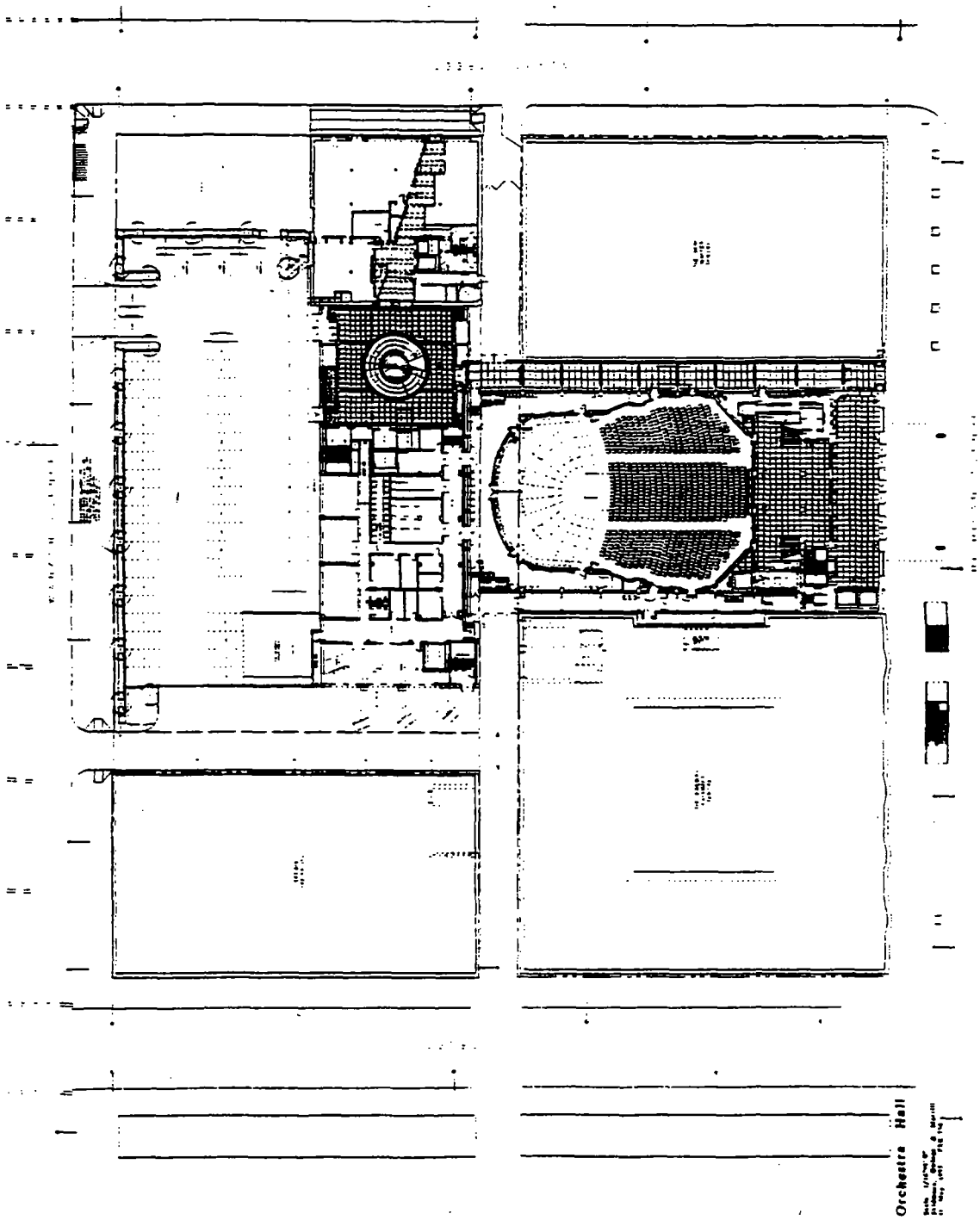


SUBJECT SITE

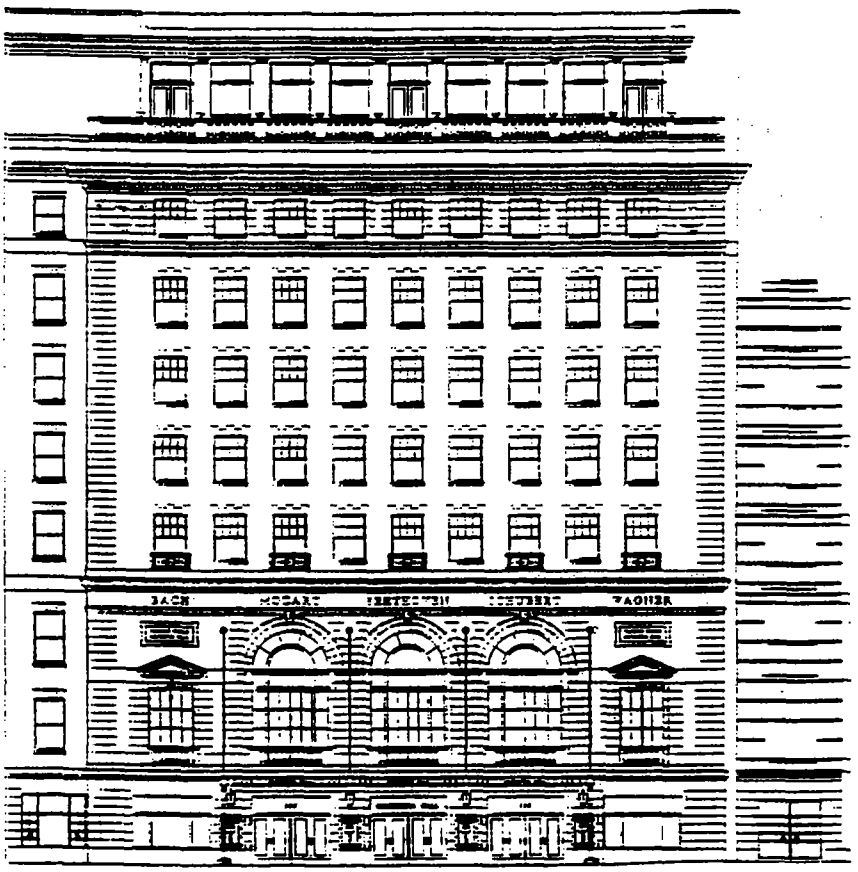
APPLICANT: The Orchestral Association
220 S. Michigan Avenue
Chicago, Illinois 60604

DATE: September 14, 1994

Site/Landscape Plan.



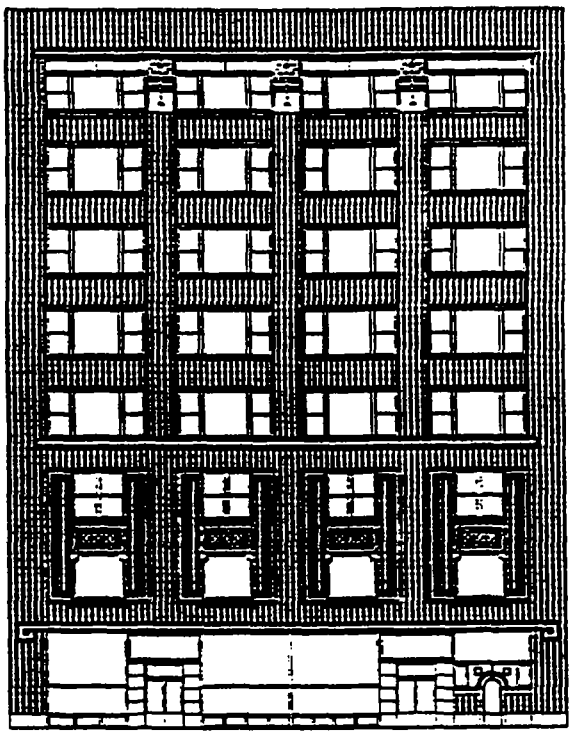
Building Elevation Michigan Avenue Facade.



Orchestra Hall

Skidmore, Owings & Merrill
Scale: 1/8" = 1'- 0"
11 May 1995 ZSK-732

North Building Elevation.

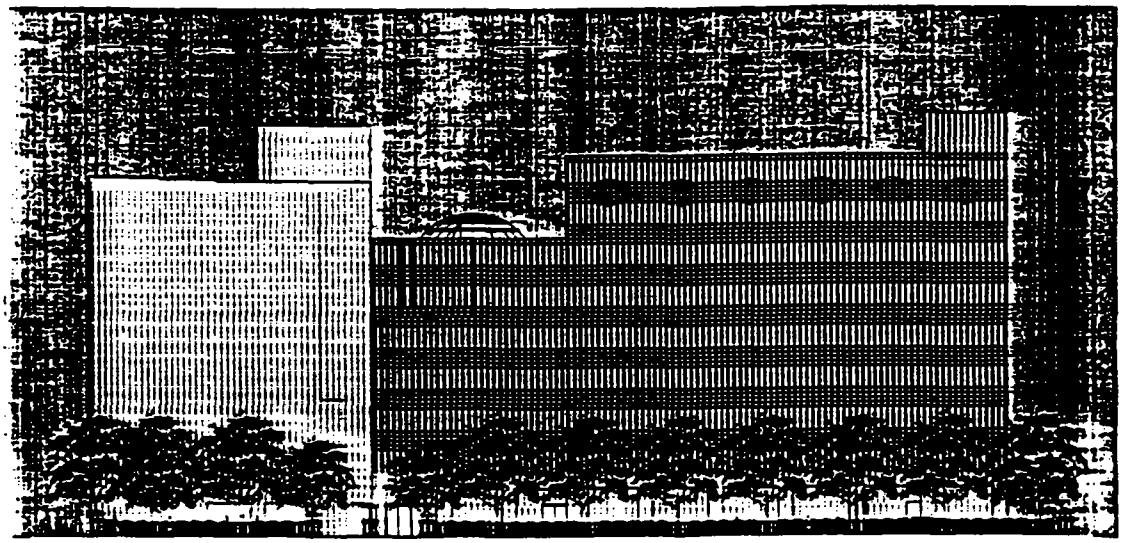


Chapin & Gore - North Elevation

Orchestra Hall

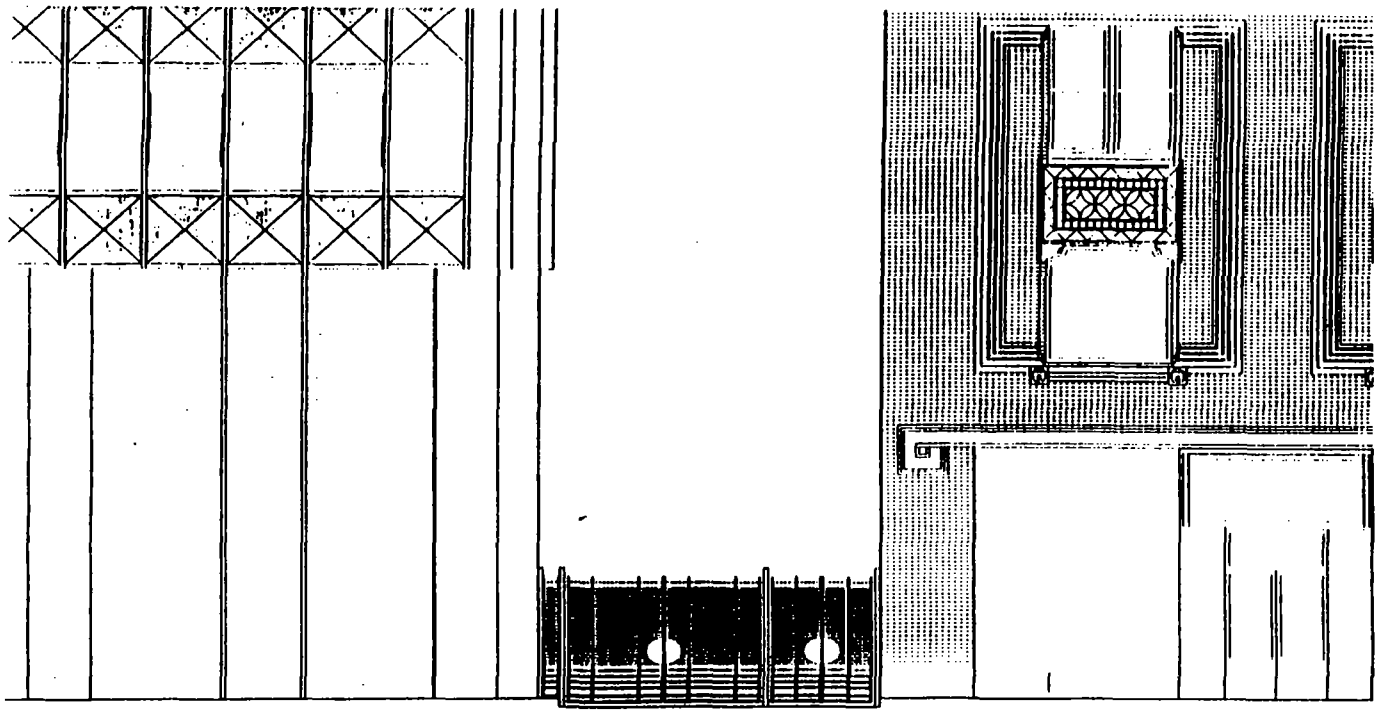
Skidmore, Owings & Merrill
Scale: 1/8" = 1'- 0"
11 May 1995 ZSK-733

Wabash Avenue Building Elevation.



Orchestra Hall

Adams Street Alley Gate Elevation.



Reclassification Of Area Shown On Map Number 3-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-I in the area bounded by:

North Mozart Street; West Thomas Street; North Francisco Avenue; and West Cortez Street,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 3-L in the area bounded by:

starting at the point of beginning, that being a line 175.00 feet north of and parallel to the north line of West Chicago Avenue; the west line of North Cicero Avenue; the north line of West Chicago Avenue; and the east line of the public alley next west of and parallel to the west line of North Cicero Avenue, to the point of beginning,

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 full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-G in the area bounded by:

> a line 238 feet south of West Fullerton Avenue; North Greenview Avenue; a line 313 feet south of West Fullerton Avenue; the alley next west of North Greenview Avenue; a line 263 feet south of West Fullerton Avenue; and North Bosworth Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in the area bounded by:

> a line 231.5 feet north of and parallel to West Webster Avenue; the public alley next east of and parallel to North Wayne Avenue; a line 207.50 feet north of and parallel to West Webster Avenue; and North Wayne Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

> a line 336.30 feet southeast of North Damen Avenue (as measured along the west line of North Lister Avenue); a line 411.30 feet southeast of North Damen Avenue (as measured along the west line of North Lister Avenue); and the public alley next southwest of and parallel to North Lister Avenue,

to those of an R1 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by:

> West Wabansia Avenue; a line 96.8 feet west of and parallel to North Winchester Avenue; the public alley next south of and parallel to West Wabansia Avenue; and the public alley next west of and parallel to North Winchester 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 6-F.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-F in the area bounded by:

> a line 299 feet south of West 30th Street; South Emerald Avenue; a line 323 feet south of West 30th Street; and the alley next west of and parallel to South Emerald Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R1 Single-Family Residence District symbols and indications as shown on Map No. 6-G in the area bounded by:

> a line 196.8 feet northwesterly of and parallel to South Archer Avenue; a line 210.43 feet northeasterly of and parallel to South Grady Court; a line 180.3 feet northwesterly of and parallel to South Archer Avenue; the southerly right-of-way line of West Fuller Street; a line 425.49 feet northeasterly of and parallel to South Grady Court; South Archer Avenue; a line 105 feet northeasterly of and parallel to South Grady Court; a line 181.70 feet northwesterly of and parallel to South Archer Avenue; and a line 120.83 feet northeasterly of and parallel to South Grady Court,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 7-K in the area bounded by:

> the alley next north of and parallel to West Fullerton Avenue; North Kostner Avenue; West Fullerton Avenue; and North Kilbourn 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 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 8-F in the area bounded by:

> a line 275 feet north of West 36th Street; a line 125 feet east of South Parnell Avenue; a line 200 feet north of West 36th Street; a line 165.83 feet east of South Parnell Avenue; West 36th Street; and South Parnell 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-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 R6 General Residence District symbols and indications as shown on Map No. 9-F in the area bounded by:

> a line 143 feet north of and parallel to West Belmont Avenue; a line 186.90 feet east of and parallel to North Broadway; West Belmont Avenue; and a line 119 feet east of and parallel to North Broadway,

to those of a B4-4 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-H in the area bounded by:

> the alley next north of and parallel to West Byron Street; a line 108.96 feet west of North Paulina Street; West Byron Street; and a line 138.96 feet west of North Paulina Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-J in the area bounded by:

> the alley next south of North Elston Avenue; North Central Park Avenue; a line 50 feet south of and parallel to the alley next south of North Elston Avenue; and the alley next west of North Central Park Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 9-N in the area bounded by:

> a line 146 feet south of West School Street; the alley next east of and parallel to North Nagle Avenue; a line 262 feet south of West School Street; North Nagle Avenue; a line 287.38 feet north of West Belmont Avenue; the alley next west of and parallel to North Nagle Avenue; a line 216.38 feet south of West School Street; and North Nagle Avenue,

to those of an R2 Single-Family 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 B4-1 Restricted Service District symbols and indications as shown on Map No. 9-O in the area bounded by:

> the alley next north of and parallel to West Addison Street; North Oketo Avenue; West Addison Street; and a line 69 feet west of North Oketo 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 11-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 11-H in the area bounded by:

> a line 142.08 feet south of West Sunnyside Avenue; the alley next east of North Paulina Street; a line 182.1 feet south of West Sunnyside Avenue; and North Paulina Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 11-K in the area bounded by:

> a line 191.61 feet north of and parallel to West Montrose Avenue; North Kenneth Avenue; West Montrose Avenue; a line 56.65 feet east of and parallel to North Kilbourn Avenue; a line 141.53 feet north of and parallel to West Montrose Avenue; and a line 156.91 feet east of and parallel to North Kilbourn Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-P.

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. 13-P in the area bounded by:

> West Evelyn Lane (private); a line 334 feet east of and parallel to North East River Road; a line 135 feet south of and parallel to West Evelyn Lane; and a line 167 feet east of and parallel to North East River Road,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 16-I in the area bounded by:

> South Western Avenue; West 69th Street; the public alley next west of and parallel to South Western Avenue; and West 68th Street,

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 16-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 16-I in the area bounded by:

> West 68th Street; South Western Avenue; a line 197.42 feet north of and parallel to West 68th Street; and the public alley next west of and parallel to South Western 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 17-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. 17-G in the area bounded by:

> West Touhy Avenue; North Sheridan Road; a line 135.18 feet south of West Touhy Avenue; and an alley next west of and parallel to North Sheridan Road,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 20-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 B2-2 Restricted Retail District symbols and indications as shown on Map No. 20-F in the area bounded by:

> a line 206.5 feet north of and parallel to West 80th Street; the public alley next east of and parallel to South Halsted Street (or a line 144.40 feet west of and parallel to South Emerald Avenue); a line 215.50 feet north of and parallel to West 80th Street (or the public alley next north of and parallel to West 80th Street); South Emerald Avenue; West 80th 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 22-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 22-B in the area bounded by:

> East 87th Street; the public alley next east of and parallel to South Commercial Avenue; a line 180 feet north of and parallel to East 89th Street; and the public alley next west of and parallel to South Commercial Avenue,

to those of a B3-2 General Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District and B3-2 General Retail District symbols and indications as shown on Map No. 22-B in the area bounded by:

> the public alley next south of and parallel to East 91st Street; the public alley next east of and parallel to South Exchange Avenue; the public alley next north of and parallel to East 92nd Street; a line 95 feet west of and parallel to South Commercial Avenue; East 92nd Street; and South Exchange Avenue,

to those of a B3-3 General Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 24-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 24-E in the area bounded by:

> the alley next north of and parallel to East 103rd Street; a line 665 feet east of South State Street; East 103rd Street; and a line 368 feet east of South State Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 24-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 24-E in the area bounded by:

> the alley next north of and parallel to East 103rd Street; South Forest Avenue; East 103rd Street; and a line 158.48 feet west of South Forest Avenue,

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 24-G.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 24-G in the area 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 at 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,

to those of an R1 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 26-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. 26-D in the area 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,

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.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Ms. Velma Dowson Moman, 1993 -- 1994 Distinguished Professor from Olive-Harvey College, City Colleges of Chicago;

Sixty students from Westinghouse High School, accompanied by the school's Dean, Jimmy Tillman, four teachers, and nine student-aid workers; and

Ms. Libby Hruby, last living survivor of the Eastland Steamship tragedy.

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 Thursday, the thirteenth (13th) day of July, 1995, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the second (2nd) day of August, 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, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Gabinski, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, August 2, 1995 at 10:00 A.M., in the Council Chambers in City Hall.

James J. Laski

JAMES J. LASKI,
City Clerk.