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COPY

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

Regular Meeting--Wednesday, September 13, 1995

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

Attendance At Meeting.

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

Absent -- Aldermen Gabinski, Bernardini.

Call To Order.

On Wednesday, September 13, 1995 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable James J. Laski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Quorum present.

Invocation.

Brother Konrad Diebold, President of Saint Patrick High School, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- TRIBUTE TO LATE MR. RUFUS TAYLOR.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 13, 1995.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Rufus Taylor.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Rufus Taylor, president and chief executive officer of Taylor Electric Company, one of the region's largest black-owned electrical contracting businesses on Chicago's west side, died on Sunday, September 2, 1995 at the age of sixty; and

WHEREAS, Mr. Taylor, a native of Chicago, was a well-known businessman who took the helm of Taylor Electric Company in the mid-1970s after the death of his father, Sam Taylor, who founded the firm in 1922; and

WHEREAS, He also worked in many charitable and community groups as well and was a member of the board of directors for the Chicago chapter of the March of Dimes and Hull House; and

WHEREAS, Mr. Taylor had endowed a National Achievement College Scholarship for black youths in his father's name; and

WHEREAS, In addition, Mr. Taylor was chairman of Black Contractors United, a trade organization based in Chicago, a member of the board of directors at Mount Sinai Hospital, and a former chairman of the Cosmopolitan Chamber of Commerce; and

WHEREAS, Mr. Taylor is survived by his wife, LaVerne; a son, Bryan; two daughters, Martha and Charlotte; his brother, S. Martin; and his sister, Jessie Dinkins; and

WHEREAS, Mr. Taylor will be greatly missed by his family and friends, and the many people who came to know and respect him through his civic and philanthropic activities. He will long be remembered as one of the city's greatest businessmen; 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 September, 1995, do hereby honor Rufus Taylor for his contributions to our City and offer our condolences to his family and friends; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Rufus Taylor as a token of our esteem and admiration.

On motion of Alderman Burke, seconded by Aldermen Beavers, Shaw, E. Smith and Stone, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to extend his personal condolences, as well as those of the Daley family and the people of Chicago, to the family of Rufus Taylor. Remembering Mr. Taylor as a man who was instrumental in both the business and philanthropic communities, Mayor Daley noted that in addition to helping forge the physical foundation of Chicago, Mr. Taylor was equally diligent in assisting the development of the city's social structure through his service with

Black Contractors United, Mount Sinai Hospital and the Cosmopolitan Chamber of Commerce. The murder of Rufus Taylor was representative of the increasing violence throughout the United States, the Mayor stated, and declared "it is time we all stand up and say enough is enough".

Referred -- REAPPOINTMENT OF MR. ARTHUR F. HILL AND MS. GUADALUPE A. REYES AS MEMBERS OF CHICAGO TRANSIT 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 Transportation and Public Way:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 13, 1995.

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

LADIES AND GENTLEMEN -- I have reappointed Arthur F. Hill, Jr., and Guadalupe A. Reyes as members of the Chicago Transit Board for terms expiring September 1, 2000.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. DANIEL R. DEGNAN AND MR. GILBERT D. DELGADO AS MEMBERS OF BOARD OF ILLINOIS INTERNATIONAL PORT DISTRICT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 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 board of the Illinois International Port District:

Daniel R. Degnan, for a term expiring June 1, 2000, to succeed Mary Ellen Rodriguez-Sullivan, whose term has expired; and Gilbert D. Delgado, for a term expiring June 1, 1998, to succeed Frank Annunzio, 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 NORTHWEST HOME EQUITY 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 Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 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 Northwest Home Equity Commission for the terms indicated:

Term expiring June 28, 1996:

Katherine M. McAra, to succeed Reverend James F. Bundy, who has resigned; and Steven E. Schultz, to succeed Helmut Gottfert, who has resigned.

Term expiring June 28, 1998:

Thomas Bucaro, to succeed Gregory J. Ramel, Sr., whose term has expired; Honorable Robert J. Bugielski, to succeed Chester R. Wiktorski, Jr., whose term has expired; and Daniel A. Nix, reappointed.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. THOMAS REECE AND MR. MICHAEL ROSENBERG AND REAPPOINTMENT OF MS. ADDIE WYATT AS MEMBERS OF REGIONAL TRANSPORTATION AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 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 board of directors of the Regional Transportation Authority for the terms indicated:

Term expiring July 1, 1997:

Thomas Reece, to succeed Jacqueline B. Vaughn, deceased; and Addie Wyatt, reappointed.

Term expiring July 1, 1998:

Michael Rosenberg, to succeed Martin Binder, 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 4, CHAPTER 60 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 181 WHICH WOULD PROVIDE FOR IMMEDIATE REVOCATION OF CITY LICENSE BY LIQUOR CONTROL COMMISSIONER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 13, 1995.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance providing that an order of the Liquor Control Commissioner revoking a City license shall take immediate effect if the Commissioner finds that certain circumstances are present.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 9, CHAPTERS 64 AND 100 OF MUNICIPAL CODE OF CHICAGO BY INCREASING FINE FOR VIOLATION OF TEMPORARY PARKING RESTRICTIONS FOR STREET SWEEPING AND BY OTHER TECHNICAL CHANGES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Streets and Sanitation, I transmit herewith an ordinance amending Sections 9-64-240 and 9-100-020 of the Municipal Code of Chicago to increase the fine for violations of temporary parking restrictions for street sweeping and to make other technical changes.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLES 13 AND 15 OF MUNICIPAL CODE OF CHICAGO RELATING TO LOW-RISE HOUSING CONSTRUCTION STANDARDS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Building Commissioner, I transmit herewith an ordinance amending Titles 13 and 15 of the Municipal Code of Chicago relating to low-rise housing construction standards.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- TECHNICAL AMENDMENTS TO ELECTRICAL PROVISIONS OF MUNICIPAL CODE OF CHICAGO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Building Commissioner, I transmit herewith an ordinance making a series of technical amendments to the electrical provisions of the Municipal Code of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- STANDARDIZATION OF DEFINITION OF BUILDING PROVISIONS WITHIN MUNICIPAL CODE OF CHICAGO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Building Commissioner, I transmit herewith an ordinance to standardize the definition of the building provisions of the Municipal Code of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION OF LOAN TO THE CATHEDRAL SHELTER OF CHICAGO FOR ACQUISITION OF PROPERTY AT 1660 -- 1666 WEST OGDEN AVENUE AND REHABILITATION OF PROPERTY AT 1660 -- 1674 WEST OGDEN AVENUE FOR LOW-INCOME HOUSING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 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 not to exceed $1,492,474 to The Cathedral Shelter of Chicago for the acquisition of property located at 1660 -- 1666 West Ogden Avenue and the rehabilitation of buildings located at 1660 -- 1674 West Ogden Avenue for low-income housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF INDUSTRIAL DEVELOPMENT BONDS FOR LOAN TO ACTIVE GRAPHICS, 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

September 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 issuance of Industrial Development Bonds in an amount not to exceed $4,500,000 for a loan to Active Graphics, Inc..

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EVIDENCE OF INTENT FOR ISSUANCE OF SOLID WASTE BONDS TO GROOT INDUSTRIES FOR EXPANSION OF TRANSFER STATION AND CONSTRUCTION OF RECYCLING MATERIALS RECOVERY FACILITY AT 6747 NORTH ELMHURST ROAD.

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

September 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 the City's intent to issue Solid Waste Bonds in an amount not to exceed $9,000,000, for the purpose of lending the proceeds to Groot Industries to finance expansion of its transfer station and construction of a recycling materials recovery facility at 6747 North Elmhurst Road.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXPANSION OF BOUNDARIES OF ENTERPRISE ZONE 3 TO INCLUDE NACME STEEL PROCESSING CO.

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

September 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 expansion of the boundaries of Enterprise Zone 3 to include Nacme Steel Processing Co.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR AMENDMENT TO EXHIBIT A OF ORDINANCE WHICH AUTHORIZED ISSUANCE OF CITY OF CHICAGO MIDWAY AIRPORT REVENUE BONDS, SERIES 1994.

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

September 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance approving an amendment to Exhibit A, Schedule of Airport Projects, of an ordinance entitled "Authorization for Issuance of City of Chicago Midway Airport Revenue Bonds, Series 1994".

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF MIDWAY PARCEL 57 LOCATED AT 6147 -- 6155 SOUTH CICERO 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 Aviation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 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 acquisition by the City of Midway Parcel 57, located at 6147 -- 6155 South Cicero Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ASSIGNMENT OF CERTAIN CARGO FACILITIES RELATED AGREEMENTS WITH LUFTHANSA AIRLINES TO LUFTHANSA CARGO.

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

September 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 assignment of certain cargo facilities related agreements between the City of Chicago and Lufthansa Airlines to Lufthansa Cargo.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR AMENDMENT OF ANNUAL APPROPRIATION ORDINANCE BY INCREASING AND MAKING NEW APPROPRIATIONS FROM FUND 925 TO REFLECT ADDITIONAL GRANT FUNDS.

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

September 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 authorizing an amendment of the Annual Appropriation Ordinance to increase and make new appropriations from Fund 925 to reflect $8,770,500 in additional grant funds. The affected appropriations are to the following departments: to the Department of Aging for the Foster Grandparents Program; to the Department of Human Services for the Head Start Program; to the Department of Housing for the Supportive Housing Program; and to the Department of Health for the National Breast Cancer Awareness Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX BOND FUNDS FOR BRIDGE MAINTENANCE BY DEPARTMENT OF TRANSPORTATION.

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

September 13, 1995.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Office of Budget and Management, I transmit herewith an ordinance authorizing the allocation of Motor Fuel Tax bond funds for bridge maintenance by the Department of Transportation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AFFIRMATION OF SUPPORT FOR DEVELOPMENT OF AFFORDABLE HOUSING IN CHICAGO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 13, 1995.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution affirming support for the development of affordable housing in the City of Chicago.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR COMMISSIONER OF HOUSING TO ADMINISTER AFFORDABLE HOUSING PROGRAM THROUGH WHICH QUALIFIED DEVELOPERS MAY OBTAIN CITY-OWNED LOTS AT DISCOUNT FROM MARKET VALUE.

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

September 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 the Commissioner to administer an affordable housing program under which the Commissioner may recommend to the City Council the sale to qualified developers of City-owned lots at a discount from their market value.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF NEW HOMES FOR CHICAGO PROGRAM BY INCLUSION OF RESIDENTIAL CONDOMINIUM UNITS.

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

September 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 amending the New Homes for Chicago Program to include residential condominium units.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF BID PROPOSALS FOR PURCHASE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 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 five ordinances accepting bid proposals for various City-owned properties. The attached bid proposals were opened by the Department of General Services at public meetings held on May 30, 1995 and July 24, 1995.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE AND REDEVELOPMENT OF PARCEL R-1 WITHIN MOHAWK-NORTH REDEVELOPMENT AREA TO MR. LYMOTT NEAL.

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

September 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 approving the sale and redevelopment of Parcel R-1 within the Mohawk-North Redevelopment Area to Lymott Neal.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF PARCELS I-2C AND I-2D WITHIN 63RD HALSTED BLIGHTED COMMERCIAL DISTRICT TO HALSTED STREET LIMITED PARTNERSHIP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 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 Parcels I-2C and I-2D in the 63rd Halsted Blighted Commercial District to the Halsted Street Limited Partnership for $51,290.20.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY FOR PERSHING ROAD/OAKWOOD BOULEVARD PROJECT.

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

September 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 acquisition of various parcels of right-of-way for the Pershing Road/Oakwood Boulevard Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR TRANSFER OF CITY-OWNED PROPERTY TO GREATER WESTSIDE ISAIAH CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 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 approving the transfer of various City-owned parcels to Greater Westside Isaiah Corporation pursuant to a redevelopment agreement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED PROPERTY AT 3928 WEST JACKSON BOULEVARD TO SANCTUARY OF FAITH CHURCH OF GOD IN CHRIST.

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

September 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 the conveyance of City-owned property located at 3928 West Jackson Boulevard to Sanctuary of Faith Church of God in Christ for the sum of $6,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SELECTION OF WOODLAWN HOMES JOINT VENTURE AS DEVELOPER UNDER NEW HOMES FOR CHICAGO PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 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 approving the selection of Woodlawn Homes Joint Venture to participate as a developer under the New Homes for Chicago Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- CREATION OF PREPURCHASE AND FORECLOSURE PREVENTION DEMONSTRATION 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

September 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 creating the Prepurchase and Foreclosure Prevention Demonstration Program under which prepurchase and foreclosure prevention budget counseling will be provided by Neighborhood Housing Services of Chicago, Inc., and emergency loans will be made available to homeowners to prevent foreclosure proceedings.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

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

Copies of resolutions adopted by the Chicago Plan Commission on June 8, July 13 and August 10, 1995 and reports of the Department of Planning and Development approving the following proposals, which were *Placed on File:*

June 8, 1995.

Department Of General Services, Real Estate Section.

Disposition Of Vacant City-Owned Property.

Referral Number	New Ward	Address
Sealed Bid		
95-092-02	28	2715 West Adams Street
95-095-02	2	747 West Campbell Avenue
95-096-02	2	739 -- 741 West Campbell Avenue
95-097-02	5	7020 South Stony Island Avenue
95-099-02	22	3501 West 31st Street
95-100-02	28	2552 West Monroe Street
95-101-02	28	2554 West Monroe Street
95-103-02	5	7328 South Woodlawn Avenue
95-107-02	5	7024 South Stony Island Avenue
95-109-02	37	1355 -- 1357 North Keeler Avenue/4157 West Hirsch Street
95-111-02	17	1135 -- 1145 West 69th Street
95-112-02	4	4808 South Evans Avenue
95-113-02	28	2756 West Warren Boulevard

Referral Number	New Ward	Address
95-114-02	11	1642 West 35th Street
95-115-02	1	2021 West Crystal Street
95-116-02	4	4727 -- 4729 South Forrestville Avenue
95-117-02	24	1436 North Kedzie Avenue
95-119-02	12	3417 West 38th Place
95-121-02	7	8501 South Burnham Avenue
95-123-02	9	10455 South Michigan Avenue
95-124-02	26	2202 West North Avenue
95-126-02	8	800 -- 810 East 82nd Street/ 8153 -- 8161 South Cottage Grove Avenue

Negotiated Sale Program.

Referral Number	New Ward	Address
95-130-02	2	209 -- 213 South Oakley Boulevard

Special Sale Program.

Referral Number	New Ward	Address
95-131-02	4	724 East 44th Street
95-131-02	4	744 East 44th Street

Adjacent Neighbors Program.

Referral Number	New Ward	Address
95-132-02	Citywide	(See Exhibit A)

Exhibit "A" referred to above reads as follows:

Exhibit "A".

Adjacent Neighbors Land Acquisition Program.

Address	Permanent Index Number	Size	Ward	Zoning
6928 -- 6930 South Stewart Avenue	20-21-320-028	35 by 125	17	R4
3520 West Jackson Boulevard	16-14-208-019	30 by 142	28	R5
7015 South Kimbark Avenue	20-23-420-004	25 by 95	20	R3
3618 West Lexington Street	16-14-308-033	25 by 123	28	R4
3435 West 23rd Street	16-26-210-011	25 by 99	22	R4
4039 South Prairie Avenue	20-03-110-008	20 by 160	02	R5
2015 North Karlov Avenue	13-34-231-018	25 by 125	31	R3

July 13, 1995.

Department Of General Services, Real Estate Section.

Disposition Of Vacant City-Owned Property.

Referral Number	New Ward	Address
Sealed Bid		
95-134-02	26	2025 West George Street
95-136-02	37	1732 North Keating Avenue
95-137-02	1	1024 North Rockwell Street/ 2601 -- 2607 West Cortez Avenue
95-138-02	27	2538 West Washington Boulevard
95-139-02	27	2547 -- 2549 West Washington Boulevard
95-140-02	27	2554 -- 2556 West Washington Boulevard
95-141-02	27	2561 -- 2563 West Washington Boulevard
95-142-02	27	2566 West Washington Boulevard
95-143-02	27	2603 West Washington Boulevard
95-144-02	27	2742 West Washington Boulevard

Referral Number	New Ward	Address
Sealed Bid		
95-145-02	27	3122 -- 3124 West Washington Boulevard
95-146-02	27	3130 West Washington Boulevard
95-147-02	27	3137 West Washington Boulevard
95-148-02	27	3146 West Washington Boulevard
95-149-02	28	3301 West Washington Boulevard
95-150-02	24	905 South Kedzie Avenue
95-151-02	24	1438 North Kedzie Avenue
95-152-02	12	3139 West Cermak Road
95-153-02	12	2602 West 24th Street
95-158-02	3	529 West Garfield Boulevard
95-160-02	6	7035 South Princeton Boulevard
95-161-02	6	504 East 81st Street
95-162-02	Citywide	Adjacent Neighbors Program (see Exhibit A)

Exhibit "A" referred to above reads as follows:

Exhibit "A".

Adjacent Neighbors Land Acquisition Program.

Address	Permanent Index Number	Size	Ward	Zoning
724 West 48th Street	20-09-103-037	24 by 125	11	R3
7220 South Morgan Street	20-29-211-030	25 by 124	17	R3
7205 South Sangamon Street	20-29-213-003	25 by 125	17	R3
4146 West Maypole Avenue	16-10-410-047	25 by 142	28	R4
420 East 44th Street	20-03-400-036	21 by 180	3	R5
4839 South Prairie Avenue	20-10-110-013	25 by 152	3	R5
5922 South May Street	20-17-400-032	25 by 124	16	R3
9321 South Burnside Avenue	25-03-425-011	25 by 125	6	R3
4758 South Ada Street	20-08-104-043	25 by 125	3	R3

August 10, 1995.

Department Of General Services, Real Estate Section.

Disposition Of Vacant City-Owned Property.

Referral Number	New Ward	Address
Negotiated Sale		
95-168-02	35	2604 -- 2638 North Emmett Street, Parking Site No. 65, Negotiated Sale

Referral Number	New Ward	Address
Sealed Bid		
95-169-02	32	2249 West Lyndale Street
95-170-02	32	2309 West Lyndale Street
95-171-02	3	4104 South Wentworth Avenue
95-172-02	17	6925 South Racine Avenue
Adjacent Neighbors Program		
95-118-02	3	4433 South Prairie Avenue
95-122-02	2	3564 South Giles Avenue

Placed On File -- REDEVELOPMENT PLAN AND SECOND AMENDMENT TO STOCKYARDS SOUTHEAST QUADRANT INDUSTRIAL REDEVELOPMENT PROJECT AREA.

A communication from Ms. M. Susan Lopez, Assistant Corporation Counsel, under date of September 11, 1995, transmitting the following documents, which was *Placed on File:*

Stockyards Southeast Quadrant Industrial Redevelopment Area Tax Increment Allocation Finance Program Redevelopment Plan, including the first amendment thereto;

Summary Sheet and Staff Report regarding Amendment No. 2 to the Southeast Quadrant Tax Increment Finance Plan; and

Proposed resolution of the Community Development Commission accepting for review Plan Amendment No. 2 setting the date for a public hearing and for a meeting of the Joint Review Board.

Placed On File -- REDEVELOPMENT PLAN AND PROJECT AND ELIGIBILITY STUDY FOR PROPOSED 49TH AND ST. LAWRENCE AVENUE REDEVELOPMENT PROJECT AREA.

A communication from Ms. M. Susan Lopez, Assistant Corporation Counsel, under date of August 7, 1995, transmitting the following documents, which was *Placed on File:*

49th and St. Lawrence Avenue Tax Increment Redevelopment Project Eligibility Report dated August, 1995;

49th and St. Lawrence Avenue Tax Increment Financing Redevelopment Project and Plan dated August, 1995; and

Proposed resolution to be adopted by the Community Development Commission setting time and place for public hearing on the above mentioned report and plan.

Placed On File -- ELIGIBILITY REPORT AND REDEVELOPMENT PLAN FOR PROPOSED 60TH AND WESTERN REDEVELOPMENT PROJECT AREA.

A communication from Ms. Lynn C. Egan, Assistant Corporation Counsel, under date of September 11, 1995, transmitting the following documents which was *Placed on File:*

Eligibility Report of proposed Redevelopment Project Area in the 60th and Western Study Area; and

60th and Western Redevelopment Project Area Tax Increment Allocation Finance Program Redevelopment Plan and Project, dated September 7, 1995.

Placed On File -- ILLINOIS DEPARTMENT OF CORRECTIONS INSPECTION REPORT OF AREA FOUR, DISTRICT ELEVEN MUNICIPAL LOCKUP.

A communication from Mr. David C. Watkins, Deputy Director, Division of

Support Services, Illinois Department of Corrections, transmitting an inspection report of the Area 4, District 11 Municipal Lockup, which was *Placed on File.*

Placed On File -- EXECUTED GROUND LEASE WITH O'HARE TECH CENTER ASSOCIATES FOR SITE 19 AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

A communication from Ms. Kathleen Ransford, Chief Assistant Corporation Counsel, Real Estate and Land Use Division, transmitting the executed original of the ground lease between the City of Chicago and O'Hare Tech Center Associates for Site 19 at Chicago O'Hare International Airport, 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 August 2, 1995 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on September 5, 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 August 2, 1995, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

The Alter Group, Ltd. -- to classify as a C3-6 Commercial-Manufacturing District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 2-F bounded by:

West Van Buren Street; a line 113 feet east of South Clinton Street; West Tilden Street; and South Clinton Street.

Mr. Mashtaq A. Bhatti -- to classify as a C2-2 General Commercial District instead of a C1-2 Restricted Commercial District the area shown on Map No. 17-H bounded by:

a line 136.50 feet north of and parallel to West North Shore Avenue; the public alley next east of and parallel to North Clark Street; a line 61.50 feet north of and parallel to West North Shore Avenue; and North Clark Street.

Dabin Residential Communities Corp. -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-J bounded by:

West School Street; North Hamlin Avenue; a line 90.21 feet south of West School Street; and the alley next west of North Hamlin Avenue.

First Colonial Trust Company, as Trustee, under Trust No. 1721-C, in care of Mr. Mark J. Ballard -- to classify as an R4 General Residence District instead of a B3-2 General Retail District the area shown on Map No. 11-K bounded by:

a line 200 feet south of West Belle Plaine Avenue; North Pulaski Road; a line 260 feet south of West Belle Plaine Avenue; and the alley next west of and parallel to North Pulaski Road.

General Parking Management L. P. -- to classify as a Parking Planned Development instead of a C3-7 Commercial Manufacturing District the area shown on Map No. 2-F bounded by:

South Wacker Drive; West Monroe Street; a line 163.64 feet east of and parallel to South Wacker Drive; and a line 198.86 feet south of and parallel to West Monroe Street.

Genesis Day School Central, in care of Mr. John J. Pikarski, Jr. -- to classify as an R2 Single-Family Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 18-J bounded by:

the north line of vacated West 78th Street; a line 453.18 feet east of and parallel to South Lawndale Avenue; a line 160.78 feet south of and parallel to the north line of vacated West 78th Street; and South Lawndale Avenue.

Mr. Juan F. Gonzalez -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 7-J bounded by:

a line 25 feet north of West Barry Avenue; North Drake Avenue; West Barry Avenue; and the alley next west of and parallel to North Drake Avenue.

Mr. Jay Hausler -- to classify as an R4 General Residence District instead of a B3-2 General Retail District the area shown on Map No. 9-H bounded by:

West Roscoe Street; a line 72 feet west of and parallel to North Paulina Street; the public alley next south of and parallel to West Roscoe Street; and a line 96 feet west of and parallel to North Paulina Street.

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

starting at a point 230.21 feet west of the west line of North Halsted Street; a line 110.70 feet south of and parallel to the south line of West Huron Street running west; the west line of North Halsted Street running south 285.60 feet; a line 295.60 feet south of and parallel to the south side of West Huron Street running west 63.67 feet; a line running north and parallel to the west line of North Halsted Street, 63.67 feet west of the west line of North Halsted Street running north 51.40 feet;

thence a line running northwest, 287.67 feet along the line of the railroad tracks to the point of beginning.

Ms. Nancy Kapp -- 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:

a line 139.85 feet north of West Huron Street; a line 128.08 feet east of North Oakley Avenue; a line 122.04 feet north of West Huron Street; a line 132.07 feet east of North Oakley Avenue; West Huron Street; and North Oakley Avenue.

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

starting at a point 150 feet south of the southwest line of West Oakdale Avenue; thence southeast 125 feet to the northwest line of the public alley next east of and parallel to North Ridgeway Avenue; thence southwest 100 feet along the northwest line of the public alley to a point 125 feet southeast of the southeast line of North Ridgeway Avenue; thence 125 feet northwest to the southeast line of North Ridgeway Avenue; thence northeast 100 feet along the southeast line of North Ridgeway Avenue to the point of beginning.

Mr. John Landers, 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. 12-N bounded by:

a line 157 feet south of and parallel to West 53rd Street; a line 140.29 feet east of and parallel to South Nottingham Avenue; a line 237 feet south of and parallel to West 53rd Street; and South Nottingham Avenue.

The Honorable Alderman Burton F. Natarus (42nd Ward) -- to classify as Planned Development Number 13, as amended, instead of Planned Development Number 13 the area shown on Map Number 1-F bounded by:

West Kinzie Street; North State Street; the North Bank of the Chicago River; North Dearborn Street; a line from a point 90 feet south of West Kinzie Street and North Dearborn Street to a point 97.83 feet south of West Kinzie Street and 24.96 feet west of North State Street; and a line 24.96 feet west of North State Street.

North Mayfair Development Corporation -- to classify as an R5 General Residence District instead of a B5-5 General Service District the area shown on Map No. 13-K bounded by:

West Gunnison Street; North Kenneth Avenue; West Lawrence Avenue; North Elston Avenue; a line 51.01 feet northerly of West Lawrence Avenue, as measured at the easterly right-of-way line of North Elston Avenue and perpendicular thereto; a line 192.75 feet west of North Kenneth Avenue; a line 124.95 feet north of West Lawrence Avenue; a line from a point 192.75 feet west of North Kenneth Avenue and 124.95 feet north of West Lawrence Avenue, to a point 124.88 feet west of North Kenneth Avenue and 64.96 feet south of West Gunnison Street; and a line 124.88 feet west of North Kenneth Avenue.

The Spirit of Truth Missionary Baptist Church, in care of Mr. Barry Ash of Ash, Anos, Freeman and Logan -- to classify as an R4 General Residence District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 2-J bounded by:

West Harrison Street; a line 173.25 feet east of South St. Louis Avenue; the alley next south of and parallel to West Harrison Street; and a line 98.25 feet east of South St. Louis Avenue.

Mr. Mark L. Soltis and Mr. Robert Gabriel, in care of Mr. Mark J. Kupiec -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 16-M bounded by:

West 64th Place; the alley parallel to and next east of South Austin Avenue; a line 55.53 feet south of and parallel to West 64th Place; and South Austin Avenue.

Mr. Bogdan Suszycki, in care of Mr. John J. Pikarski, Jr. -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-H bounded by:

West McLean Avenue; a line 140 feet west of and parallel to North Hoyne Avenue; the alley next south of West McLean Avenue; and a line 164 feet west of and parallel to North Hoyne Avenue.

Urban, Inc. -- to classify as a Riveredge -- Commercial Planned Development instead of an M3-3 Heavy Manufacturing District the area shown on Map No. 5-H bounded by:

a parcel of land in the City of Chicago lying south of West Fullerton Avenue, northeasterly of the North Branch of the Chicago River, and west of the right-of-way of the Chicago & Northwestern Railway Company, excepting therefrom those parts thereof falling in North Wood Street, dedicated public alleys and also excepting that part lying west of a line 200.0 feet east of the North Branch of the Chicago River and lying north of a line 174.0 feet south of the south line of West Fullerton Avenue, in Cook County, Illinois.

Urbanscape, Inc. -- 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:

North Wilmot Avenue; a line perpendicular to North Wilmot Avenue, from a point 466.51 feet southeast of the intersection of North Wilmot Avenue and North Oakley Avenue, as measured along the southwest line of North Wilmot Avenue; the alley next southwest of North Wilmot Avenue; and North Oakley Avenue,

and also to classify as a B4-3 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

the alley next southwest of North Wilmot Avenue; a line perpendicular to North Milwaukee Avenue, from a point 86.08 feet southeast of the intersection of North Milwaukee Avenue and North Oakley Avenue, as measured along the northwest line of North Milwaukee Avenue; North Milwaukee Avenue; and North Oakley Avenue.

Mr. Daniel J. Vaughn -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 14-M bounded by:

West 61st Street; the alley next east of South Parkside Avenue; a line 93 feet south of and parallel to West 61st Street; and South Parkside Avenue.

Winthrop Financial Co., Inc. -- to classify as a Residential/Business Planned Development instead of Residential/Business Planned Development No. 225 the area shown on Map No. 2-F bounded by:

West Polk Street; South Wells Street; a line 122.63 feet north of and parallel to West Taylor Street; and the East Bank of the Chicago River.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Abraham Clarence, Adi Jamil, Affonso Mario J., Alex Mari Ann, Alissa Jazza M., Allstate Insurance Company (9) Mattie Henry-Brown, Malcolm Foster, Bradley G. Frieswyk, Freddie Guinn, Jr., Albert Kelly, Wendell Laseter, Allie Jeanette Nelson, Renee Taylor and Adele Walker, American Ambassador Casualty Company (3) Fernando and Maria Campos, Johnny N. Kagau and Juanita Rodriguez, American Family and Robin Turner, American Family Insurance and Laurian Greenbury, American International Recovery, Inc. and Brambles, U.S.A., American Service Insurance Company (5) Joel Arellano, Melissa McCaig, Cynthia McKinney, Harold Norred and Deborah Showers, AMICA Mutual Insurance Company and Adam R. Walker, Antunes Gentil, Argyropoulos Nick D., Armstead Maurice, Aronson Brian A., Astorga Arturo, Augustus Ann E., The Autobarn, Ltd., Automotive Rentals, Inc.;

Bailey Sondra, Barrett Maria Ann, Bass Jermone, Beeks Nathaniel, Bell Arlene M., Bennett Earlene, Berman Brigitte S., Bermundez Noe G., Berry Yolanda Y., Blackmun Timothy C., Bludgen Mary Ann, Blue Benita C., Bright Marcel M., Bromwell Manley O., Brooks Anthony Marcel, Brooks Mary E., Brown Terri, Buckner Amhurst, Budget Rent-A-Car Corporation, Bush Mary Beth;

Caldwell Gussie, Camacho Mario, Campbell Mary Jennifer D., Campbell Tracy, Cantore Dominic F., Jr., Carotta Alan J., Carr Phillip, Carter Dwayne A., Caruso Judi R., Caruthers Deborah, Chavez Luis E., Ciastko Brian E., Corona Agueda, Country Mutual Insurance Company and John Schneider, Coyler Terrie J., CUNA Mutual Insurance Group and Gerald or Eric Sweeney, Cureton Sean, Cutler Elizabeth A.;

Dardagan Suvad, Davenport Mary E., Davis Nichola Khan, Dawson Steve L., Dayan Jennifer A., DeAngelis Annette, DePortillo Carmen O., DeVito Daniel G., Diamond Steven J., Dobuszynska Genowefa, Dowd Donald O., Jr., Drumm Keith A.;

Enterprise Rent-A-Car (4), Espada Ignacio A., Express Leasing, Inc.;

Farmers Insurance Group and Mildred Lloyd, Feeley Deborah S., Ferguson Michael, Fizer Don M., Flores Angel C., Floyd Annie, Forbes Phillip D., Franklin Rosa L.;

Gage Charlotte B., Garcia Julio, Gerodemos James, Gibbs Hertasean, Girard Martin I., Glover Lucille, Goc Helen M., Graeff Cynthia D., Gravelle John A., Gutierrez Rafael;

Harris Pamela, Heinen Dale A., Helzing John W., Hernandez Rene J., Hopkins Mark, Hopson James R., Houseworth India;

Ikerodah Prince, Illinois Farmers Insurance and Prestige Auto, Ilukhin Bogumila, International Sound Corp., Isaacson Dena;

Jeronimo Jorge M., Jimenez Javier, Jones James J., Jones Rickey W., Jorgensen James D.;

Keith Mildred M., Kepuraitis John C., Kogan Eugene, Kopulos Gordon, Kosicki George, Kraulides Gary P., Kretz Ed and Tom and Mary Leo, Kryca Janusz, Kubon Walter J., Jr., Kukielka Fred;

Lachowska Barbara, LaDuca Irene M., Landrum Laura B., Lanning Dennis J., Lee Kil Sam, Legenza Ann A., Levy Joshua David, Liberty Mutual and Jeanette M. Wegrzyn, Lieblang Norbert M., Lincoln Park Renewal Corp., in care of Myers Properties, Inc., Long Susan M., Lopez Francisco, Lott John Wesley, Love Bennie W.;

Macuba Grant F., Maher Carolynn, Matelski Stephanie and Stephen J., Mathurin Vick Paul, McBride Sharon Y., McDonough Michael, McGinnis James E., Melton Ella L., Micek Dennis, Middleton Paul R., Mitchell Barry A., Morgan Frank, Moser Building Condominium Association, Munoz Maria, Mussen Robert A.;

Olmedo Luis M., Ostrowski Thaddeus;

Pasma Theodore P., Patel Shailesh H., The Peoples Gas Light and Coke Company (54), Perez Jesus, Philadelphia Insurance Companies and Paragon Auto Leasing, Phillips Doris A., Phillips P. Eric, Pieczychlebek Janina, Pittard Gwendolyn E., Porter Kenneth P., Prestigiacomo Catherine, Price Robert Lee, Jr., Prudential Property and Casulty Insurance Company and Mayme C. Kelley, Pujols Consuelo M.;

Raison Erica M., Reabroi Orathai T., Roman Guillermo, Rosa Lillian M., Russell Mary Ann, Russell Walter;

Santucci Diane C., Schoeneman A. & Co., Inc. and Mohmmed W. Quidwai, Scott Rodney L., Serrano Mario G., Sevier Jesse A., Seward Mitch S., Shah Mohammad, Shah Suresh K., Shayman Julie D., Sheehan Joan, Shields Dan P., Simpson Isaac, Sims James, Skipper Jeanette L., Smith Bettie J., Soltz Randyl P., Standard Mutual Insurance and John and Lorraine Balling, State Farm Insurance Company (15) Ruby L. Barnes, Iwona Bernard, Angela Biagas, Jeff W. and Carrie L. Braswell, Joseph and Anne Haley, Anne Leepa, Michael J. McCormick, Dolores G. McGuire, Kimberly Miller, Zuhair Sahtout, Julie L. Scott, Daniel and Darlene Sheahan, Pamela Sobeske, Flora Tucker and Donna M. Tumbarello, Sterley Andrew, Sullivan Thomas, Swanson Roderick M.;

Tangalos Thomas G., Taylor Yvonne and Larry N., Theofanis James G., Thomas Christine A., Tolley John F., Trojan John P., Turner Janice M.;

Universal Casualty Insurance Company and Rose Batnick, Universal Underwriters Group and Forest City Auto Parts, Inc., Uruchima Luis A.;

Vassallo Peter S., Velasquez Ismael, Vidal Mary A., Vinson Eugenia M.;

Wales Dirk W., Ward Roxanne M., Warren James A., Williams Andre D., Williams Wisby, Wolfe Kerry B., Worldwide Insurance Company and Sol Abramson, Wright Earlise W., Wright Michelle Ann, Wyatt Thomas;

Young Pamela S..

Referred -- 1996 TAX LEVY REQUIREMENTS FOR MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO.

A communication from Mr. James L. Stack, Executive Director, Retirement Board, Municipal Employees' Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the board as to the amount of the City's tax levy requirements for the fund for the year 1996, which was *Referred to the Committee on Finance.*

Referred -- 1996 TAX LEVY REQUIREMENTS FOR RETIREMENT BOARD OF POLICEMEN'S ANNUITY AND BENEFIT FUND OF CHICAGO.

A communication signed by Mr. James B. Waters, Jr., Executive Director, Retirement Board of the Policemen's Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the board as to the amount of the City's tax levy requirements for the fund for the year 1996, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF TITLE 7, CHAPTER 24 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 005 TO DECRIMINALIZE POSSESSION OF CANNABIS IN LIMITED QUANTITIES.

A communication from Mr. Donald Neely transmitting an ordinance to amend Title 7, Chapter 24 of the Municipal Code of Chicago by the addition of a new Section 005 which would define the term "cannabis", decriminalize the possession of 3.5 grams of or less of any substance containing cannabis and establish a $200.00 fine for violations thereof, which was *Referred to the Committee on Police and Fire.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

PROPERTY AT 4050 SOUTH WENTWORTH AVENUE APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) tax incentive classification for the property located at 4050 South Wentworth Avenue pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said resolution as adopted:

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

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

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, A & A Midwest Rebuilders Suppliers, Inc., (the "Owner") of the property commonly known as 4050 South Wentworth Avenue, Chicago (hereinafter referred to as the "Subject Property"), will undertake new construction. This new construction will consist of an approximately 13,000 square foot single-story metal building with the expectation that the project and property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone Number 2; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that A & A Midwest Rebuilders Suppliers, Inc., is a supplier of engine and engine hard part cores; and

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

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

WHEREAS, The permanent Real Estate Tax Index Numbers for the Subject Property are 20-04-212-051-0000, 20-04-212-052-0000, 20-04-212-022-0000, 20-04-212-023-0000, 20-04-212-053-0000, 20-04-212-054-0000 and 20-04-212-055-0000; and

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

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

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

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of 4050 South Wentworth Avenue; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, as amended, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers 20-04-212-051-0000, 20-04-212-052-0000, 20-04-212-022-0000, 20-04-212-023-0000, 20-04-212-053-0000, 20-04-212-054-0000 and 20-04-212-055-0000; and

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

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

AUTHORIZATION FOR ISSUANCE OF MIDWAY AIRPORT SPECIAL FACILITY REVENUE BONDS.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the City Comptroller to issue Midway Airport Special Facility Revenue Bonds, in an amount not to exceed $6,000,000, 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 body politic and corporate under the laws of the State of Illinois and a home rule unit of local government under Article VII of the Illinois Constitution of 1970 (the "Constitution"); and

WHEREAS, The City owns and operates an airport known as Chicago Midway Airport (the "Airport"); and

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

WHEREAS, The City and American Trans Air, Inc., an Indiana corporation (the "Airline") have entered into an Airport Use Agreement and Terminal Facilities Lease, dated as of January 1, 1994 (the "Airport Use Agreement"); and

WHEREAS, The Airline has requested the City to authorize the issuance of its Chicago Midway Airport Special Facility Revenue Bonds (American Trans Air, Inc. Project) (the "Bonds") in an amount not to exceed Six Million Dollars ($6,000,000) plus any original issue discount as herein provided for the purpose of providing funds to finance a portion of the costs of designing, reconstructing, modernizing and improving Hangar No. 2 and portions of the Terminal at the Airport for use by the Airline (collectively, the "Project"); and

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

WHEREAS, In order to secure such Bonds the City will enter into a Trust Indenture (the "Indenture") in substantially the form submitted to this meeting; and

WHEREAS, The financing of all or a portion of the costs of the Project as herein provided is authorized by the Constitution and constitutes a valid public purpose thereunder and is in the public interest; and

WHEREAS, The City determines that it is necessary and advisable to authorize the issuance of the Bonds in an amount not to exceed Six Million Dollars ($6,000,000), plus the amount of any net original issue discount, for the purposes of (i) paying costs of the Project; (ii) capitalizing certain interest on the Bonds; and (iii) paying the expenses of issuance of the Bonds; now, therefore,

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

SECTION 1. Findings. The City Council, after a public meeting held on this ordinance by the Committee on Finance of the City Council, pursuant to proper notice, and in accordance with the findings and recommendations of such committee, adopts the recitals contained in the preambles to this ordinance as legislative findings and incorporates them into this ordinance by this reference.

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

SECTION 3. Borrowing. The Bonds are hereby authorized to be issued by the City in an original principal amount not to exceed Six Million Dollars ($6,000,000), plus the amount of any net original issue discount on the Bonds, for the purpose set forth in the ninth "Whereas" clause of this ordinance. The Bonds shall be issued in that amount, or such lesser amount, as may be determined by the City Comptroller. The amounts received upon the sale of the Bonds, and interest and other investment earnings on those amounts, are appropriated for those purposes.

SECTION 4. Bond Provisions. The Bonds shall be dated, bear interest at such rate or rates, not to exceed eighteen percent (18%) per annum, mature, be subject to payment, redemption and purchase, be of the form and authorized denominations and be secured as provided in the form of the Indenture included as Exhibit A to this ordinance. Terms defined in the Indenture shall, for all purposes of this ordinance, have the meanings therein specified, unless the context clearly requires otherwise.

The Bonds shall become due and payable on or before January 1, 2021, as determined by the City Comptroller as provided in this ordinance.

Each of the Bonds shall be designated "Chicago Midway Airport Special Facility Revenue Bond (American Trans Air, Inc. Project)", with such additions or modifications as shall be determined to be necessary by the City Comptroller at the time of the sale of such Bonds to reflect any authorized features of the Bonds determined by the City Comptroller as desirable to be reflected in the title of the Bonds.

The seal of the City or a facsimile of the seal shall be affixed to each of the Bonds, and the Bonds shall be executed by the manual or facsimile signatures of the Mayor and the City Comptroller and attested by the manual or facsimile signature of the City Clerk, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The use of such facsimile signature to execute the Bonds is authorized by this ordinance, and such facsimile signatures are hereby adopted as the respective manual signatures of such officers, without further action on the part of such officers.

SECTION 5. Limited Obligations. The Bonds, together with the obligation to pay interest thereon, shall be limited obligations of the City secured solely by a pledge of certain "Special Facility Revenues" (as defined in the Indenture) derived by the City under the Special Facility Financing Agreement, and by other specified sources set forth under the Indenture, and shall be a valid claim of the owners thereof only against the funds and other moneys held by the trustee under the Indenture and such Special Facility Revenues derived from the Special Facility Financing Agreement, which Special Facility Revenues shall be used for no other purpose other than to pay the principal of, premium, if any, and interest on the Bonds, except as may be expressly authorized otherwise in the Special Facility Financing Agreement or the Indenture. The Bonds and the obligation to pay interest thereon are not general obligations of the City and do not constitute an indebtedness or a loan of credit of the City, or a charge against the City's general credit or taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois or otherwise.

SECTION 6. Assignment. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bonds, the City will, in the Indenture, assign and pledge to Trustee (i) certain Special Facility Revenues derived by the City under the Special Facility Financing Agreement and (ii) certain rights and remedies of the City under the Special Facility Financing Agreement to enforce payment thereof.

SECTION 7. Sale of Bonds. Subject to the limitations set forth in this section, the City Comptroller is authorized to sell all or any portion of the

Bonds, with the concurrence of the Chairman of the Committee on Finance of the City Council, on such terms as the City Comptroller may deem to be in the best interests of the City. For the purpose of securing the Bonds, the forms of the Indenture and the Special Facility Financing Agreement, included as Exhibit A and Exhibit B hereto, respectively, are hereby approved. The Mayor or the City Comptroller is hereby authorized to execute and deliver the Indenture and the Special Facility Financing Agreement, under the seal of the City affixed and attested by the City Clerk or Deputy City Clerk, in substantially the same forms presented to this meeting and included as Exhibit A and Exhibit B to this ordinance, respectively, but with such revisions in text as the Mayor or the City Comptroller (or in the case of Exhibit A to the Special Facility Financing Agreement, the Commissioner of the Department of Aviation) shall determine are necessary or desirable in connection with the sale of the Bonds, including any changes necessary to reflect the terms and provisions of any Credit Facility (as described below), the execution by the Mayor or the City Comptroller of the Indenture and the Special Facility Financing Agreement to evidence this City Council's approval of all such revisions. Executed copies of the Indenture and the Special Facility Financing Agreement shall be attached to the notification of sale filed with the City Clerk pursuant to this section.

The Mayor or the City Comptroller is hereby authorized to enter into a remarketing agreement pertaining to the remarketing of the Bonds with a remarketing agent to be designated therein. Any remarketing agreement shall be in substantially the form of the remarketing agreements previously entered into by the City in connection with the sale of adjustable rate bonds or notes, but with such revisions in text as the Mayor or the City Comptroller shall determine are necessary or desirable, the execution thereof by the Mayor or the City Comptroller to evidence this City Council's approval of all such revisions. All costs and fees relating to any remarketing agreement, and any remarketing of the Bonds, shall be borne by the Airline and shall not be an obligation of the City. The final form of any remarketing agreement entered into by the City with respect to the Bonds shall be attached to the notification of sale filed with the City Clerk pursuant to this section.

The Mayor or the City Comptroller is hereby also authorized to obtain a letter of credit, line of credit or similar credit facility (each herein called a "Credit Facility") with one or more financial institutions with respect to the Bonds. The Mayor or the City Comptroller is hereby authorized to enter into a reimbursement agreement in connection with the provision of each Credit Facility, provided that all costs of any Credit Facility shall be paid out of the proceeds of the sale of the Bonds or otherwise borne by the Airline. Any Credit Facility and any reimbursement agreement shall be in substantially the form of the credit facilities and reimbursement agreements previously entered into by the City in connection with the sale of adjustable rate airport special facility revenue bonds or notes, but with such revisions in text as the Mayor or the City Comptroller shall determine are necessary or desirable, the execution thereof by the Mayor or the City Comptroller to evidence this City Council's approval of all such revisions. The final form of any reimbursement agreement entered into by the City with respect to the Bonds shall be attached to the notification of sale filed with the City Clerk pursuant to this section. The Mayor or the City Comptroller is hereby authorized to execute and deliver each such reimbursement agreement, under the seal of the City affixed and attached by the City Clerk or the Deputy City Clerk.

Under the circumstances and upon the terms and conditions set forth in the Indenture as executed and delivered by the City in connection with the issuance and sale of the Bonds, including upon the original issuance of the Bonds, the City Comptroller is hereby authorized to determine that the Bonds shall bear interest at a fixed rate. If subsequent to the original issuance of the Bonds the interest rate on any Bonds is converted to a fixed rate, the City Comptroller shall file in the Office of the City Clerk a notification of conversion directed to the City Council setting forth the determinations made by the City Comptroller pursuant to this section.

In connection with the sale of the bonds, the City Comptroller shall make the following determinations: (a) the original principal amount (which, together with all Bonds previously issued by the City pursuant to this ordinance, shall not exceed the applicable amount set forth in Section 3), (b) the aggregate principal amount of Bonds maturing or subject to mandatory redemption in each year, (c) the initial interest rate determination method or methods for the Bonds and the initial interest rates determined within each such interest rate determination method (subject to the applicable maximum interest rate set forth in Section 4), (d) whether the Bonds will be issued in book entry or certified form and the name of the book entry depository, (e) the redemption provisions applicable to the Bonds, (f) the sale price of the Bonds (not less than ninety-eight percent (98%) of the original principal amount thereto less any net original issue discount), (g) whether the Bonds will be insured, the name of the bond insurer providing such insurance and any additional covenants with the bond insurer, (h) the underwriters of or placement agents for the Bonds in addition to their representative named in this ordinance, (i) the appointment of the Trustee under the Indenture; (j) the name of the Remarketing Agent, and (k) the identity of the provider or providers of the Credit Facility.

Subsequent to such sale, the City Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth each of the determinations made by the City Comptroller pursuant to this section, and the Bonds so sold shall be duly prepared and executed in the form and manner provided in this ordinance and in the Indenture.

The City Comptroller is authorized to execute and deliver a contract of purchase or placement agreement with respect to the sale of the Bonds. The contract of purchase or placement agreement shall be in substantially the form previously used for airport special facility bond financings of the City with appropriate revisions to reflect the terms and provisions of the Bonds. Harris Trust and Savings Bank is appointed as the representative of the underwriters or placement agents with respect to the Bonds issued pursuant to this ordinance.

In connection with any sale of the Bonds, the City Comptroller is authorized to obtain a policy of bond insurance from such recognized bond insurer as the City Comptroller shall determine, if the City Comptroller determines such bond insurance to be desirable in connection with such sale of the Bonds. The City Comptroller may, on behalf of the City, make covenants with the bond insurer consistent with this ordinance.

The preparation, use and distribution of a preliminary official statement or preliminary placement memorandum relating to each sale and issuance of the Bonds is approved. The City Comptroller is authorized to execute and deliver an official statement or placement memorandum relating to the sale and issuance of the Bonds on behalf of the City. The disclosure documents authorized by this ordinance shall be in substantially the forms previously used for airport special facility revenue bond financings of the City with appropriate revisions to reflect the terms and provisions of the Bonds and any Credit Facility and to describe accurately the current business and financial condition of the Airline and the parties to the financing.

The Mayor, the City Comptroller, the City Clerk and the Deputy City Clerk are authorized to execute and deliver such other documents and perform such other acts as may be necessary or desirable in connection with the Bonds, including, but not limited to, the exercise following the delivery date of the Bonds of any power or authority delegated to such official under this ordinance with respect to the Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as set forth in this ordinance.

SECTION 8. Use of Proceeds. The proceeds from the sale of the Bonds shall be used as follows:

(a) Any accrued interest received from the sale shall be used to pay the first interest becoming due on the Bonds.

(b) From the sale proceeds derived from the Bonds, (i) such sum as may be determined by the City Comptroller to be necessary to pay not more than two years of interest on the Bonds may be used to pay such interest, and (ii) the sum determined by the City Comptroller to be necessary to pay costs of the Project shall be deposited to the credit of the Construction Fund created and established pursuant to the Indenture.

(c) From the sale proceeds of the Bonds not applied as provided in paragraphs (a) and (b) above, the amount deemed necessary by the City Comptroller shall be applied to the payment of the costs of issuance of the

Bonds and related administrative cost, including fees related to any Credit Facility or the premium for any bond insurance.

SECTION 9. Authorized Officers. This ordinance is adopted in accordance with the powers of the City as a home rule unit of local government under Article VII of the Illinois Constitution of 1970. The appropriate officers of the City are authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this ordinance and the Bonds, including, but not limited to, the exercise following the delivery date of any of the Bonds of any power or authority delegated to such official of the City under this ordinance with respect to the Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 10. Bond Contract. The provisions of this ordinance shall constitute a contract between the City and the registered owners of the Bonds. Any pledge made in this ordinance and the provisions, covenants and agreements set forth in this ordinance to be performed by or on behalf of the City shall be for the equal benefit, protection and security of such registered owners except as expressly provided in this ordinance or the Indenture. All of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other except as expressly provided in or pursuant to this ordinance or the Indenture.

SECTION 11. Proxies. The Mayor, the City Clerk and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to the Bonds whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor, the City Clerk or the City Comptroller pursuant to this ordinance and any instrument, certificate or document required by this ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor, the City Clerk and the City Comptroller, respectively. A written signature of the Mayor, the City Clerk or the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signature attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor, the City Clerk or the City Comptroller is placed on an instrument, certificate or document at the direction of the Mayor, the City Clerk or the City Comptroller, as the case may be, in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor, the City Clerk or the City Comptroller in person, as the case may be.

SECTION 12. Supremacy. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part of it, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 13. Effectiveness. This ordinance shall be published by the City Clerk, by causing to be printed in pamphlet form at least twenty-five (25) copies which are to be made available in his or her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance, and this ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and such publication.

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

Exhibit "A"

City Of Chicago

To

[Name Of Trustee],
As Trustee

Trust Indenture,

Dated As Of ___________ 1, 1995,

Securing Chicago Midway Airport

Variable Rate Demand Special Facility Revenue Bonds

(American Trans Air, Inc. Project) Series 1995.

This Trust Indenture, dated as of _____________ 1, 1995, from the City of Chicago (the "City"), a body politic and corporate under the laws of the State of Illinois and a home rule unit under Article VII of the Illinois Constitution of 1970 (the "Constitution"), to [Name of Trustee], a[n] _______ banking corporation having its principal corporate trust office in _____, _____, as trustee (the "Trustee").

Witnesseth:

Whereas, The City owns and operates an airport known as Chicago Midway Airport (the "Airport"); and

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

Whereas, The City and American Trans Air, Inc., an Indiana corporation (the "Airline") have entered into an Airport Use Agreement and Terminal Facilities Lease, dated as of January 1, 1994 (the "Airport Use Agreement"); and

Whereas, The Airline has requested the City to authorize the issuance of its Chicago Midway Airport Variable Rate Demand Special Facility Revenue Bonds (American Trans Air, Inc. Project), Series 1995 (the "Bonds") for the purpose of providing funds to finance a portion of the costs of designing, reconstructing, modernizing and improving Hangar No. 2 and portions of the Terminal at the Airport for use by the Airline, as further described in Exhibit A to the Agreement (as hereinafter defined) (collectively, the "Project"); and

Whereas, By virtue of Article VII of the Constitution and pursuant to an ordinance duly adopted by the City Council of the City on ___________, 1995, the City is authorized to enter into this Indenture and to do or cause to be done all the acts and things provided or required to be done; and

Whereas, The execution and delivery of this Indenture have been in all respects duly and validly authorized by the City Council; and

Whereas, Concurrently with the issuance of the Bonds, the City and the Airline will enter into a Special Facility Financing Agreement, dated as of ___________, 1995 (the "Agreement"), in order to provide, among other things, for the payment by the Airline of such amounts as will be sufficient to enable the City to pay when due the principal and purchase price of, premium, if any, and interest on the Bonds; and

Whereas, Pursuant to the Agreement, the Airline has agreed, among other things, to pay to or for the account of the City an amount equal to the principal and purchase price of, redemption premium, if any, and interest on the Bonds, as the same become due, all as set forth in the Agreement; and

Whereas, The City has determined to assign, transfer and pledge unto the Trustee, as Trustee under this Indenture, for the benefit of the registered owners of the Bonds and the Bank, as set forth herein, all right, title and interest of the City in and to the Agreement and sums payable thereunder (except for the City's Unassigned Rights, as hereinafter defined); and

Whereas, Bank of Montreal, acting through its Chicago Branch (together with any other issuer of a Letter of Credit, as hereinafter defined, the "Bank"), will issue an irrevocable, transferable Letter of Credit dated the date of issuance and delivery of the Bonds, in favor of the Trustee for the benefit of the registered owners from time to time of the Bonds, in the amount of (i) the aggregate principal amount of the Bonds (A) to enable ___________ (the "Paying Agent") to pay the principal of the Bonds at maturity, upon call for redemption or acceleration and (B) to enable ___________ (the "Tender Agent") to pay the portion of the purchase price of Bonds to be tendered or deemed to be tendered to it for purchase, equal to the aggregate principal amount of such Bonds, plus (ii) an amount equal to the interest to accrue on the Bonds for ___________ (____) days at a rate per annum equal to the Cap Rate, as defined herein (A) to enable the Paying Agent to pay interest accrued on the Bonds on the dates and in the manner set forth in this Indenture and (B) to enable the Tender Agent to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to it for purchase, equal to the accrued interest on such Bonds, which initial Letter of Credit, together with any substitute Letter of Credit, is hereinafter referred to as the "Letter of Credit"; and

Whereas, The Bonds, the form of assignment and transfer and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the following forms, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture:

[Form Of Bond]

United States Of America

State Of Illinois.

No. R-___________ $___________

City Of Chicago
Chicago Midway Airport
Variable Rate Demand Special Facility Revenue Bond
(American Trans Air, Inc. Project)
Series 1995.

Interest Rate	Maturity Date	Dated Date	C.U.S.I.P.
Variable as specified herein	__________, ____	__________, ____	__________

Registered Owner: ______________________________

Principal Amount: ______________________ Dollars

The City of Chicago, a body politic and corporate and home rule unit under the Illinois Constitution of 1970 (the "Constitution"), for value received, hereby promises to pay solely from the sources and as hereinafter provided, to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, except as the provisions hereinafter set forth with respect to redemption and acceleration prior to the Maturity Date may become applicable hereto, and in like manner to pay interest on said Principal Amount at the Interest Rate hereinafter specified from the Dated Date shown above or from the most recent date to which interest has been paid, in accordance with the provisions hereof. During any Variable Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and on the actual number of days elapsed, payable on ____________, 19___ and on the first Business Day (as hereinafter defined) of each calendar month thereafter and on the Conversion Date, as hereinafter defined (each a "Variable Rate Interest Payment Date"), until the earlier of the Conversion Date or until the principal sum hereof becomes due and payable. During the Fixed Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of three hundred sixty (360) days of twelve (12) thirty (30) day months, payable on the ____________ 1 or ____________ 1 immediately following the announcement of the Fixed Rate Period and on the first day of each ______ and ____________ thereafter (each a "Fixed Rate Interest Payment Date" and, together with a Variable Rate Interest Payment Date, an "Interest Payment Date"), until the principal sum hereof becomes due and payable. Interest shall be payable on any overdue installment of principal, premium, if any, and (to the extent that such interest shall be legally enforceable) interest on this Bond at the rate of interest from time to time borne by this Bond from the due date thereof until paid. Principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America only at the principal corporate trust office of __________, as Paying Agent, or its successors under trust (the "Paying Agent").

Interest on this Bond shall be payable to the Registered Owner hereof as of the Record Date (as hereinafter defined). Payments of interest on this Bond shall be made in lawful money of the United States of America by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner hereof at his address as it appears on the registration books of the City kept by the Paying Agent, as registrar (the "Bond Registrar"), or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on the Record Date immediately preceding the applicable Interest Payment Date; provided that, on or prior to the Conversion Date, payments of interest on this Bond may be made by wire transfer to the Registered Owner of this Bond if the Registered Owner hereof is the Registered Owner of at least $1,000,000 in principal amount of the Bonds (as hereinafter defined) as of the close of business on the Record Date immediately preceding the applicable interest Payment Date and such Registered Owner shall have given written notice to the Paying Agent on or before the second Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. As used herein, the term "Record Date" shall mean, during the Variable Rate Period, the [fifth] calendar day immediately preceding a Variable Rate Interest Payment Date on this Bond, and during the Fixed Rate Period, the fifteenth day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on this Bond.

[So long as this Bond is restricted to being registered in the registration books of the City in the name of the Depository Trust Company or other securities depository, the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of principal of and interest on this Bond.

The Bond shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision of the State of Illinois. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof, is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon, or other costs incident thereto. The Bonds are payable solely from the special facility revenues in the Indenture (as hereinafter defined) pledged to such payment and no owner or owners of the Bonds shall ever have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof nor to enforce the payment of the Bonds against any property of the City, the State of Illinois or any such political subdivision. The Project is not security for the Bonds, and the Bonds are not secured by any other property or improvements at Chicago Midway Airport or the revenues derived by the City from the operation of said Airport generally.

The Terms And Provisions Of This Bond Are Continued On The Reverse Side Hereof, Which Terms And Provisions Shall For All Purposes Have The Same Effect As If Set Forth In Full On The Face Side Of This Bond At This Place.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication hereon shall have been duly executed by an authorized officer or signatory of the Trustee.

In Witness Whereof, The City has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal or a facsimile thereof to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or facsimile signature of its City Clerk.

City of Chicago

[Seal]

Attest:

By: ______________________
Mayor

____
City Clerk

[Facsimile Seal]

[Form Of D.T.C. Legend]

[Form Of Certificate Of Authentication]

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

Date of Authentication:

_____________________________,
As Authenticating Agent

By: _____________________________
Authorized Signatory

[Form Of Reverse Side Of Bond]

This Bond is one of an authorized issue of bonds limited in aggregate principal amount to ___________ Dollars ($______________) (the "Bonds") issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the Constitution and an ordinance adopted by the City Council of the City on ___________, 1995 (the "Bond Ordinance"), and executed under a Trust Indenture (the "Indenture") dated as of ___________, 1995, from the City to ____________, ____, ____, as trustee (the "Trustee"), for the purpose of financing a portion of the cost of designing, reconstructing, modernizing and improving certain hangar and terminal facilities at Chicago Midway Airport (the "Project") for use by American Trans Air, Inc., an Indiana corporation (the "Airline"), and for paying costs and expenses incidental thereto and to the issuance of the Bonds. Payments sufficient to provide for the payment when due of the principal and purchase price of, premium, if any, and interest on the Bonds are required to be made directly to the Trustee for the account of the City by the Airline under the terms of a Special Facility Financing Agreement dated as of ___________, 1995 (the "Agreement"), between the City and the Airline relating to the Bonds. The Bonds are all issued under and equally and ratably secured by and entitled to the security of a pledge and assignment of the special facility revenues derived by the City pursuant to the Agreement, and all receipts of the Trustee credited under the provisions of the Indenture against such payments, and from any other moneys held by the Trustee under the Indenture for such purpose, and there shall be no recourse against the City or any property now or hereafter owned by it other than against said special facility revenues. The Agreement, and the obligations of the Airline thereunder, may under certain circumstances be assigned in whole or in part by the Airline, without the necessity of obtaining the consent of either the Trustee or the Bondholders.

Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the City, the Trustee and the registered owners of the Bonds and the terms upon which the Bonds are issued and secured.

Except as otherwise provided in the Indenture, the Bonds are issuable only as fully registered Bonds without coupons in denominations of One Hundred Thousand Dollars ($100,000) and any integral multiple of Five Thousand Dollars ($5,000) in excess thereof during the Variable Rate Period, and in denominations of Five Thousand Dollars ($5,000) and any integral multiple thereof during the Fixed Rate Period. This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The City, the Trustee, the Paying Agent and ____________, as tender agent, or its successors under trust (the "Tender Agent") may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and neither the City, the Trustee, the Paying Agent nor the Tender Agent shall be affected by any notice to the contrary.

Subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation thereof, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations. The Bond Registrar shall not be required to transfer or exchange any Bond after notice calling such Bond or portion thereof for redemption prior to maturity has been given as herein provided, nor during the period of ten days next preceding the giving of such notice of redemption.

Bank of Montreal, acting through its Chicago Branch, has issued an irrevocable, transferable letter of credit dated the date of issuance and delivery of the Bonds in favor of the Trustee for the benefit of the registered owners from time to time of the Bonds, supporting the payment of the unpaid principal amount of the Bonds or the purchase price of the Bonds and in either case up to ___________ (____) days of interest at the Cap Rate (as hereinafter defined) accrued on the Bonds to pay interest on the Bonds when due under the conditions set forth therein. The initial letter of credit, together with any substitute letter of credit, is hereinafter referred to as the "Letter of Credit", and Bank of Montreal, together with the issuer of any substitute Letter of Credit, is hereinafter referred to as the "Bank".

This Bond shall bear interest on the unpaid principal balance hereof until paid at the rates provided below. This Bond shall bear interest at the Variable Rate (as hereinafter defined) during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment

Date, in which case this Bond shall bear interest from the date of the initial delivery of this Bond, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for, in which case this Bond shall bear interest from such Variable Rate Interest Payment Date, and this Bond shall bear interest at the Fixed Rate (as hereinafter defined) during the Fixed Rate Period from the first day of the ____________ or ____________ to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first day of ____________ or ____________ immediately following the date of commencement of the Fixed Rate Period (the "Conversion Date"), in which case this Bond shall bear interest from the Conversion Date, or (b) such date of authentication shall be after the fifteenth day of the month preceding a Fixed Rate Interest Payment Date and prior to such Fixed Rate Interest Payment Date, in which case this Bond shall bear interest from such Fixed Rate Interest Payment Date.

For the period from the date of the initial delivery of the Bonds to the earlier of the Conversion Date or the maturity date of this Bond (the "Variable Rate Period"), this Bond shall bear interest from such initial delivery date or the Thursday of a week, as the case may be, to and including the Wednesday of the immediately following week, at the Variable Rate (described below) for such interest rate period (an "Interest Rate Period"). This Bond shall bear interest (i) during the initial Interest Rate Period, as measured from the date of the initial delivery of the Bonds to and including the Wednesday of the immediately following week, at the rate set forth in the Indenture, and (ii) during each Interest Rate Period thereafter, at a rate (the "Variable Rate") equal to the lesser of (a) the Cap Rate (as hereinafter defined) or (b) the interest rate established by the Remarketing Agent, as defined in the Indenture, in the following manner: on the Wednesday of each week succeeding the initial delivery date (or the immediately preceding Business Day, in the event that any such Wednesday is not a Business Day), the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the effective date of such interest rate being one hundred percent (100%) of the principal amount thereof, and on such date shall give notice of the interest rate so determined by telephone or facsimile, promptly confirmed in writing to the City (if requested by the City), the Trustee, the Paying Agent, the Airline and the Bank, and the interest rate so determined (if not greater than the Cap Rate) shall be the interest rate on this Bond for the immediately following Interest Rate Period; provided that if for any reason the interest rate on this Bond for any such Interest Rate Period is not or cannot be established in the foregoing manner, the Variable Rate for such interest rate period shall be determined by the Trustee and shall be a percentage per annum (not to exceed the Cap Rate) equal to eighty percent (80%) of the bond equivalent yield (calculated in accordance with standard practice in the banking industry) applicable to 91-day United States Treasury bills determined on the basis of the average per annum discount rate at which such 91-day United States Treasury bills shall have been sold at the most recent United States Treasury auction of such 91-day United States Treasury bills as quoted or published by the Federal Reserve Board or any department or agency of the United States of America; provided further that if there shall not have been a United States Treasury auction of such 91-day United States Treasury bills on any date during the ten (10) Business Day immediately preceding such date of determination of the Variable Rate, or in the event that such discount rates for any United States Treasury auction of such 91-day United States Treasury bills during such ten (10) Business Day period shall not be quoted or published by the Federal Reserve Board or any department or agency of the United States of America, the Variable Rate for the immediately preceding Interest Rate Period shall remain in effect for such Interest Rate Period.

"Cap Rate" mean the rate per annum equal to the least of (a) eighteen percent (18%) per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, ten percent (10%) per annum), or (c) the maximum contract rate of interest permitted from time to time by the laws of the State of Illinois.

Notwithstanding the above, this Bond shall bear interest at a fixed rate (the "Fixed Rate") from the Conversion Date to the maturity date of this Bond (the "Fixed Rate Period") equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: in order to establish the Fixed Rate, the City, the Trustee, the Remarketing Agent and the Bank shall have received written notice from the Airline of the exercise of its option to convert the interest rate borne by the Bonds to the Fixed Rate, at least forty-five (45) days prior to the Proposed Conversion Date (as hereinafter defined). On or before the Business Day immediately preceding the Proposed Conversion Date, the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the Proposed Conversion Date being one hundred percent (100%) of the principal amount thereof, and the interest rate so determined shall be the Fixed Rate from and after the Conversion Date. Notwithstanding the foregoing, such Fixed Rate shall not take effect if there shall not have been supplied to the City, the Trustee, the Airline, the Remarketing Agent, the Tender Agent and the Bank at or prior to 10:00 A.M., New York time, on the Proposed Conversion Date an opinion of Bond Counsel stating that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture and that such conversion to the Fixed Rate will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the registered owners thereof for federal income tax purposes. If all conditions to the establishment of the Fixed Rate shall not be met, this Bond shall bear interest at the Variable Rate determined as set forth in the Indenture and will continue to remain outstanding as if no such election had been made by the Airline to convert the interest rate borne by the Bonds to the Fixed Rate.

The City, at the direction of the Airline, has appointed ______________ as Remarketing Agent under the Indenture, which appointment has been approved by the Airline. The City, at the direction of the Airline, may, from time to time, remove or replace the Remarketing Agent. The determination of any interest rate by the Remarketing Agent shall be conclusive and binding on the City, the Airline, the Trustee, the Bank, the Tender Agent and the registered owners from time to time of all of the Bonds.

The Registered Owner hereof shall have the right to tender this Bond or a portion hereof (in authorized denominations, provided that after such tender such remaining portion shall also be in an authorized denomination) to the Tender Agent for purchase as a whole or in part on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to one hundred percent (100%) of the principal amount hereof tendered plus accrued interest to the specified purchase date, in accordance with the Indenture. In order to exercise such option with respect to this Bond or any portion hereof, the Registered Owner hereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day which is at least seven (7) days immediately preceding the purchase date, (a) notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more then two (2) Business Days after such telephonic notice, or (b) written notice of tender to the Tender Agent (which written notice of tender in either case shall be in the form attached hereto or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the Registered Owner hereof. At or before 10:00 A.M., New York time, on the specified purchase date, the registered owner or beneficial owner of each Bond as to which any such notice of tender shall have been given shall deliver this Bond and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Tender Agent) to the Tender Agent at its designated corporate trust office, and on the specified purchase date, the Tender Agent shall purchase this Bond only out of funds made available to it for such purpose, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof plus accrued interest to the specified purchase date, if any, thereon. The Registered Owner hereof, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the times aforesaid. If this Bond is not so tendered (an "Unsurrendered Bond"), and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price of this Bond and all other Bonds so tendered or deemed tendered for purchase on such specified purchase date, this Bond shall be deemed to have been tendered by the Registered Owner hereof and purchased from such Registered Owner on the specified purchase date, and the Registered Owner hereof shall not be entitled to receive interest on this Bond on and after the specified purchase date. Upon surrender of this Unsurrendered Bond to the Tender Agent, the Tender Agent shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such purchase date. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the Registered Owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part.

Subject to the provisions below, the Registered Owner of this Bond shall be required to tender this Bond to the Tender Agent for purchase on (i) the date specified by the Airline as the Conversion Date (a "Proposed Conversion Date"), (ii) a Letter of Credit Substitution Date (as hereinafter defined) and (iii) a Letter of Credit Termination Date (as hereinafter defined) each a ("Mandatory Tender Date"), all as more fully provided below. Notice of a mandatory tender shall be give by the Bond Registrar by first class mail, postage prepaid, to the Registered Owner of this Bond at its address appearing on the registration books of the City maintained by the Bond Registrar, not less than thirty (30) nor more than thirty-five (35) days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and shall state that the Mandatory Tender Date is a Proposed Conversion Date, a Letter of Credit Substitution Date or a Letter of Credit Termination Date, as the case may be, and shall state that this Bond must be tendered by the Registered Owner hereof for purchase at or before 10:00 A.M., New York time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Tender Agent), and shall be purchased on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount hereof plus accrued interest, if any, hereon, and if this Bond is not so tendered, but there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price for this Bond and all other Bonds so tendered or deemed tendered for purchase on the Mandatory Tender Date, this Bond shall be deemed to have been tendered for purchase by the owner hereof and purchased from such owner on the Mandatory Tender Date.

This Bond shall be tendered by the owner hereof to the Tender Agent for purchase at or before 10:00 A.M., New York time, on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering this Bond to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or such other form acceptable to the Tender Agent), and on the Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), the Tender Agent shall purchase this Bond, or cause this Bond to be purchased, at a purchase price equal to the principal amount hereof, and the owner of this Bond, by his acceptance hereof, hereby covenants and agrees to tender this Bond in the manner and at the time as aforesaid.

If this Bond is not tendered at or before 10:00 A.M., New York time, on any Mandatory Tender Date (or if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), and there has been irrevocably deposited in the Bond Purchase Fund referred to in the Indenture an amount sufficient to pay the purchase price hereof and all other Bonds tendered or deemed tendered for purchase on such Mandatory Tender Date, this Bond shall be deemed to be tendered by the Registered Owner hereof and purchase from such Registered Owner on the Mandatory Tender Date, and the Registered Owner hereof shall not be entitled to receive interest on this Unsurrendered Bond on and after such Mandatory Tender Date. Upon surrender of this Unsurrendered Bond to the Tender Agent, the Tender Agent shall pay to the Registered Owner of this Unsurrendered Bond only an amount equal to the purchase price of this Unsurrendered Bond due on such Mandatory Tender Date.

"Business Day" means any day other than (i) a day on which banking institutions in the city in which the principal corporate trust office of the Trustee or the Tender Agent is located are required or authorized by law to remain closed, (ii) a day on which banking institutions in the city in which the office of the Bank where drawings under the Letter of Credit are to be made is located are required or authorized by law to remain closed, (iii) a day on which the principal office of the Remarketing Agent is required or authorized by law to remain closed, or (iv) a day on which the New York Stock Exchange is closed.

"Letter of Credit Substitution" means the delivery of a substitute Letter of Credit if the Trustee has not received a Maintenance of Rating at least thirty-five (35) days prior to which would otherwise be the Letter of Credit Substitution Date.

"Letter of Credit Substitution Date" means the fifth Business Day next preceding the proposed date of a Letter of Credit Substitution.

"Letter of Credit Termination Date" means the first Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur, unless the Airline shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to the Agreement at least thirty-five (35) days prior to such Letter of Credit Termination Date.

"Maintenance of Rating" means (i) if the Bonds are then rated by either Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's, a division of the McGraw Hill Companies ("S. & P."), written confirmation from Moody's (if Moody's is then maintaining a rating on the Bonds or S. & P. (if S. & P. is then maintaining a rating on the Bonds), that upon the effective date of the substitute Letter of Credit, the existing ratings on the Bonds will not be withdrawn or reduced as a result of the substitution of such Letter of

Credit, or (ii) if the Bonds are not then rated by a Rating Agency, written verification that the higher of the commercial paper credit ratings from Moody's and S. & P. of the provider of the substitute Letter of Credit is at least equal to the higher of the then commercial paper credit ratings of the Bank that provided the Letter of Credit for which the substitute Letter of Credit is being issued.

Prior to the Conversion Date, the Bonds are subject to redemption prior to maturity by the City from any available funds, at the option of the Airline, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Bond Registrar, provided that Bonds held by or on the behalf of the Tender Agent for the account of the Airline resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), on any date, at a redemption price of one hundred percent (100%) of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

After the Conversion Date, the Bonds are subject to redemption prior to maturity by the City from any available funds, at the option of the Airline, as a whole on any date, subject to the terms of the Indenture, or in part on any Interest Payment Date (and, if in part, by lot in such manner as may be designated by the Trustee), subject to the terms of the Indenture, at a redemption price of one hundred percent (100%) of the principal amount thereof to be redeemed and accrued interest to the date fixed for redemption, plus the applicable premium, if any, set forth in the Indenture.

After the Conversion Date, the Bonds also are subject to redemption at the option of the Airline, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Bond Registrar, provided the Bonds held by the Tender Agent for the account of the Airline resulting from a draw upon the Letter of Credit shall be first subject to such redemption prior to any other Bonds that may be selected for redemption) at the redemption price of one hundred percent (100%) of the principal amount thereof to be redeemed plus accrued interest, if any, to the date fixed for redemption, upon the occurrence of any of certain events described in the Indenture relating to damage, destruction, condemnation or economic viability of the Project.

The Bonds also are subject to mandatory redemption prior to maturity by the City, as a whole and not in part, on any date within thirty (30) days of the occurrence of a Determination of Taxability (as defined in the Indenture), at a redemption price of one hundred percent (100%) of the principal amount to be redeemed (or one hundred three percent (103%) of the principal amount thereof to be redeemed during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

[The Bonds also are subject to mandatory redemption prior to maturity by the City, as a whole and not in part, on any date within ____ days of the termination of the Airport Use Agreement (as defined in the Indenture), at a redemption price of one hundred percent (100%) of the principal amount to be redeemed plus accrued interest to the redemption date, unless the Airport Use Agreement shall have been replaced with another agreement of similar tenor and effect.]

This Bond and all other Bonds of the issue of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the Constitution, and pursuant to the Bond Ordinance, which ordinance authorizes the execution and delivery of the Indenture. This Bond and the issue of which it forms a part are limited obligations of the City payable solely from the amounts derived under the Indenture.

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

If any of the Bonds or portions thereof (which shall be an authorized denomination) are called for redemption prior to maturity as aforesaid, the Trustee shall give notice, at the direction of the Airline (which direction shall be in writing), by directing the Bond Registrar to mail a copy of the redemption notice by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the City maintained by the Bond Registrar; provided 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. Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or the Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or the Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Indenture prescribes the manner in which it may be discharged, including a provision that under certain circumstances the Bonds shall be deemed to be paid if Governmental Obligations, as defined therein, maturing as to principal and interest in such amounts and on such dates as will provide sufficient funds to pay the principal of and interest and premium, if any, on such Bonds and all fees, charges and expenses of the Trustee, and all other liabilities of the Airline under the Agreement, shall have been deposited with the Trustee, after which such Bonds shall no longer be secured by or entitled to the benefits of the Indenture or the Agreement, except for purposes of transfer and exchange and payment from such Governmental Obligations on the date or dates specified at the time of such deposit.

The Indenture permits the amendment thereof and the modification of the rights and obligations of the City and the rights of the Registered Owners of the Bonds at any time by the City with the consent of the Registered Owners of a majority, or in certain instances one hundred percent (100%), in aggregate principal amount of the Bonds at the time outstanding, as defined in the Indenture. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such owner and upon all future owners of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the Registered Owners of the Bonds and to waive certain past defaults under the Indenture and their consequences. No supplemental indenture will become effective without the consent of the Airline and, if a Letter of Credit is then in effect and if the Bank has not failed to honor a properly presented drawing thereunder, the Bank.

[Form Of Assignment]

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

Unif. Gift Min. Act -- Uniform Gifts to Minors Act

Cust. -- Custodian

Ten. Com. -- as tenants in common

Ten. Ent. -- as tenants by their entireties

Jt. Ten. -- as joint tenants with right of survivorship and not as tenants in common

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

Assignment

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

____
(Name, Address and Taxpayer Identification Number of Assignee)

the Chicago Midway Airport Variable Rate Demand Special Facility Revenue Bond (American Trans Air, Inc. Project) Series 1995 (the "Bond") of the City of Chicago, numbered ______________ and does hereby irrevocably constitute and appoint __________________________ to transfer the Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: ________________

____
Registered Owner

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

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or on such other guarantee program acceptable to the Trustee.

[Form Of Bondholder Tender Notice]

Bondholder Tender Notice.

The undersigned hereby elects to have the Chicago Midway Airport Variable Rate Demand Special Facility Revenue Bond (American Trans Air, Inc. Project) Series 1995, numbered ____ (the "Bond") of the City of Chicago (the "City") (or any portion thereof in any authorized denomination) purchased in accordance with the provisions of the Bond and the Trust Indenture (the "Indenture") dated as of __________, 1995, by and between the City and __________, as trustee (the "Trustee"), on __________ (the "Purchase Date"), which Purchase Date shall be a Business Day at least seven days immediately following the submission of this Bondholder Tender Notice to __________, as tender agent (the "Tender Agent") (unless the owner of the Bond shall have given telephonic notice of its election to tender the Bond at the opening of business of the Tender Agent on the Purchase Date, confirmed by submission of this Bondholder Tender Notice not more than two Business Days after such telephonic notice, in which event such Purchase Date shall be a Business Day at least seven days immediately following the date of such telephonic notice), at the purchase price of one hundred percent (100%) of the principal amount thereof being purchased plus accrued interest to the date of purchase (the "Purchase Price"). The Bond may be tendered for purchase in part in the principal amount of One Hundred Thousand Dollars ($100,000) or any integral multiple of Five Thousand Dollars ($5,000) in excess thereof, but the Bond shall not be tendered for purchase if the unpurchased part of the Bond shall be less than One Hundred Thousand Dollars ($100,000).

Pursuant to the terms of the Indenture, the Purchase Price of the Bond (or portion thereof) to be purchased shall be paid to the Registered Owner of the Bond in immediately available funds, as provided in the Indenture, at or before 3:00 P.M., New York time, on the Purchase Date (or, if the Purchase Date is not a Business Day, as defined in the Indenture, then on the immediately following Business Day) upon presentation of the Bond to the Tender Agent, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Tender Agent), at or before 10:00 A.M., New York time, on the Purchase Date (or if the Purchase Date is not a Business Day, on the immediately following Business Day), at:

____

____

__________, _______ _______

Attention: ______________

The undersigned hereby acknowledges and agrees to such terms.

This Bondholder Tender Notice shall not be accepted by the Tender Agent unless it is properly completed and received by the Tender Agent at the address designated above. If this Bond is submitted for purchase in part, the undersigned hereby directs the Tender Agent to exchange this Bond for (i) a Bond representing the principal amount of the Bond to be purchased, and (ii) a Bond (or Bonds of authorized denominations if the owner specifies the authorized denominations) representing the principal amount of the Bond not to be purchased. The Bond or Bonds not to be purchased shall be registered in the same name(s) as this Bond tendered for purchase. Unless the Registered Owner of this Bond delivers instructions to the Tender Agent with this Bondholder Tender Notice, specifying that said Registered Owner wishes to have the Tender Agent deliver more than one Bond representing the principal amount of the Bond not to be purchased, and specifying the authorized denominations of such replacement Bonds, the Tender Agent will deliver only one replacement Bond to such Registered Owner in the principal amount of the Bond not to be purchased. This Election Is Irrevocable And Binding On The Undersigned And Cannot Be Withdrawn.

The undersigned hereby authorizes the Tender Agent to accept on behalf of the undersigned the Purchase Price of the Bond (or portion thereof) subject to this Bondholder Tender Notice.

Print or Type:

____
Name(s) of Bondholder(s)

____
Street City State Zip

____
Area Code Telephone Number

Signature(s): ____________________________________

Date: ____

Note: The signature(s) to this Bondholder Tender Notice must correspond exactly to the name(s) appearing on the registration books of the City maintained by __________ as Bond Registrar, in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

____

____

Notice: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

The principal amount of this Bond requested to be purchased pursuant to this Bondholder Tender Notice is ____________________________ Dollars ($_____________). (Insert Total Principal Amount of Bond or a portion thereof in the amount of One Hundred Thousand Dollars ($100,000) or any integral multiple of Five Thousand Dollars ($5,000) in excess thereof)

If No Amount Is Indicated In The Space Above, The Registered Owner Of This Bond Subject To This Bondholder Tender Notice Will Be Deemed To Have Tendered The Bond In Its Full Principal Amount For Purchase.

Special Delivery Instructions.

To be completed Only if the Registered Owner of this Bond is the Registered Owner of at least One Million Dollars ($1,000,000) in aggregate principal amount of this Bond and the issue of which it is a part, and wishes to direct the Tender Agent to wire transfer the purchase price of the Bond (or portion thereof) to be purchased.

Wire transfer purchase price to: Account Number: ________________

Location of ______________________

____
(Include Zip Code)

Whereas, All things necessary to make the Bonds, when authenticated by the Trustee and issued, as in this Indenture provided, valid, binding and legal special, limited obligations of the City, and to constitute this Indenture a valid and binding agreement securing payment of the principal of, premium, if any, and interest on all Bonds issued and to be issued hereunder, have been done and performed; and the creation, execution and delivery of this Indenture and the creation, execution and issuance of the Bonds, subject to the terms hereof, in all respects duly have been authorized.

Granting Clauses.

Now, Therefore, This Trust Indenture Witnesseth that to secure the payment of the principal and purchase price of, and premium, if any, and interest on the Bonds according to their tenor and effect and the performance of all covenants and conditions therein and herein contained, and on a subordinated basis, to secure the obligations of the Airline to the Bank under the Reimbursement Agreement, and in consideration of the premises, and of the purchase of the Bonds by the Owners thereof, the City by these presents does grant, to the Trustee and its successors in trust, a lien on and a security interest in the following described property, rights, privileges and franchises:

Granting Clause First.

All right, title and interest and privilege of the City now owned or hererafter acquired in, to and under the Agreement and any Agreement supplementing, extending or modifying the same, including, without limitation, all present and future rights of the City to make claim for, collect and receive any income, revenues, issues, profits, insurance proceeds and other sums of money payable to or for the account of or receivable by the City under the Agreement (whether payable pursuant to the Agreement or otherwise), to bring actions and proceedings under the Agreement or for the enforcement thereof, to pursue the remedies provided in the Agreement upon the occurrence of an event of default thereunder, and to do any and all things that the City is or may become entitled to do under the Agreement, but excluding the Unassigned Rights of the City.

Granting Clause Second.

Subject to the terms of the Arbitrage Compliance Agreement, all Special Facility Revenues, and all monies and securities held by the trustee in any of the funds or accounts established under this Indenture (except certain amounts held in the Bond Purchase Fund, as provided herein), subject, however, to the application thereof to the uses and in the manner set forth in this Indenture.

Granting Clause Third.

All property that is by the express provisions of this Indenture required to be subject to the lien hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof, by the City or by anyone in its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder.

To Have And To Hold the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture, to the Trustee and its successors in trust and assigns forever.

In Trust, Nevertheless, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds issued under and secured by this Indenture, without preference, privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds except as provided herein; and on a subordinated basis for the benefit, security and protection of the Bank as described above.

Provided that if the City, its successors and assigns, shall well and truly pay or cause to be paid the principal or redemption price of the Bonds and the interest due or to become due thereon, at the times and in the manner recited in the form of the Bonds hereinbefore set forth according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article V hereof or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (or Governmental Obligations, as hereinafter defined, sufficient for that purpose as provided in Article VIII hereof), and shall well and truly keep, perform and observe all the covenants and conditions required pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, and shall pay all amounts owing to the Bank under the Reimbursement Agreement and return the Letter of Credit to the Bank for cancellation, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void, and the Trustee shall forthwith release, surrender and otherwise cancel any interest it may have in the Agreement; otherwise this Indenture be and remain in full force and effect.

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

Article I.

Definitions.

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

(1) All references in this Indenture to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Indenture. The words "herein", "hereof", "hereto", "hereby", and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

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

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

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

(5) Any other terms used herein that are defined in the Agreement shall have the same meanings assigned them in the Agreement unless otherwise defined herein or unless the context otherwise requires.

(6) In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding".

(7) The term "principal of" the Bonds means and includes the principal amount of Bonds payable at maturity, upon redemption or upon acceleration.

(b) For all purposes of this Indenture, the following words and phrases shall have the following meanings:

"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 Airline or the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agreement" means the Special Facility Financing Agreement dated ________________, 1995 relating to the bonds, by and between the City and the Airline, as from time to time amended and supplemented.

"Airline" means American Trans Air, Inc., an Indiana corporation, its successors and assigns.

"Airline Bonds" means any Bonds (i) owned or held by the Airline or the City or an agent of the Trustee for the account of the Airline or the City or (ii) with respect to which the Airline or the City has notified the Trustee, or which the Trustee actually knows, was purchased by another person for the account of the Airline or the City.

"Airport" means the airport known as Chicago Midway Airport situated in the County of Cook, State of Illinois, together with any additions thereto or enlargements thereof.

"Airport Revenue Bonds" means the Bonds of the City heretofore or hereafter authenticated and delivered pursuant to the Airport Revenue Bond Indenture.

"Airport Revenue Bond Indenture" means the Master Indenture of Trust from the City to American National Bank and Trust Company of Chicago, as Trustee, dated April 1, 1994, securing Chicago Midway Airport Revenue Bonds, as supplemented and amended.

"Airport Use Agreement" means the Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1994, by and between the City and the Airline, as hereafter amended or supplemented from time to time in accordance with its terms.

"Alternate Credit Facility" means an irrevocable Letter of Credit, a surety bond, an insurance policy or other credit facility delivered to the Trustee pursuant to Section 4.5(e) of the Agreement.

"Arbitrage Compliance Agreement" means the Arbitrage Compliance Agreement dated as of __________, 1995, by and among the City, the Airline and the Trustee, as it may from time to time be amended or supplemented.

"Authorized City Representative" means the City Comptroller of the City or such other person at the time designated to act on behalf of the City by a written certificate furnished to the Airline and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Executive Officer. Such certificate may designate an alternate or alternates.

"Authorized Airline Representative" means such person who, at the time, shall have been designated as such pursuant to the provisions of Section 3.3 of the Agreement by a written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Airline by its President, any Vice President, Treasurer or Assistant Treasurer. Such certificate may designate an alternate or alternates.

"Authenticating Agent" means the Trustee or the Paying Agent.

"Available Moneys" means (a) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during the term of the Letter of Credit, (i) Bond proceeds deposited with the Trustee contemporaneously with the issuance and sale of the Bonds and that were continuously thereafter held subject to the lien of this Indenture in a separate and segregated fund, account or subaccount established hereunder in which no moneys which were not Available Moneys were at any time held, together with investment earnings on such Bond proceeds; (ii) moneys (A) paid by the Airline to the Trustee, (B) held in any fund, account or subaccount established hereunder in which no other moneys which are not Available Moneys are held, and (C) that have so been on deposit with the Trustee for at least 123 consecutive days from their receipt by the Trustee during and prior to which period no petition by or against the City or the Airline under any bankruptcy or similar law now or hereafter enacted shall have been filed (unless such petition shall have been dismissed and such dismissal be final and not subject to appeal), together with investment earnings on such moneys; (iii) moneys received by the Trustee from any draw on the Letter of Credit, together with investment earnings on such moneys; (iv) proceeds from the remarketing of any Bonds pursuant hereto to any person other than the Airline, any affiliate of the Airline, the City or any person which is an "insider" of any such person within the meaning of Title 11 of the United States Code, as amended (the "Bankruptcy Code"); and (v) any other moneys or securities, including proceeds from the issuance and sale of refunding bonds, if there is delivered to the Trustee at the time of issuance and sale of such bonds an opinion (which may assume that no Owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) of nationally recognized bankruptcy counsel to the effect that the use of such proceeds to pay the principal of, premium, if any, or interest on the Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code that could be recovered under Section 550(a) of the Bankruptcy Code should the City or the Airline become a debtor in a case or proceeding commenced thereunder and (b) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during a period in which the Letter of Credit is not in effect, any moneys furnished to the Trustee pursuant to this Indenture and the proceeds from the investment thereof. Notwithstanding the foregoing, when used with respect to the payment of any amounts due in respect of Airline Bonds, the term "Available Moneys" shall mean any moneys held by the Trustee and the proceeds from the investment thereof, except for moneys drawn under the Letter of Credit.

"Bank" means Bank of Montreal, acting through its Chicago Branch, in its capacity as the issuer of the initial Letter of Credit pursuant to Section 4.6(a) of the Agreement, its successors in such capacity and their assigns, and issuer of any substitute Letter of Credit pursuant to Section 4.6(b), Section 4.6(c) or Section 4.6(d) of the Agreement, its successors in such capacity and their assigns.

"Beneficial Owner" means the owner of a beneficial interest in Bonds the Registered Owner of which is Cede & Co. as depository or nominee therefor.

"Bond" or "Bonds" means the Chicago Midway Airport Variable Rate Demand Special Facility Revenue Bonds (American Trans Air, Inc. Project) Series 1995 of the City, in the original aggregate principal amount of $__________ issued pursuant to this Indenture.

"Bond Counsel" means the counsel who rendered the opinion as to the tax-exempt status of the interest on the Bonds on the date of the issuance, sale and delivery of the Bonds or such other nationally recognized municipal bond counsel of recognized expertise with respect to such matters as may be mutually satisfactory to the City, the Airline, the Bank and the Trustee.

"Bond Fund" means the trust fund created and established by Section 6.2 of this Indenture.

"Bond Purchase Fund" means the trust fund created and established by Section 6.8 of this Indenture.

"Bond Registrar" means ______________ and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor bond registrar at the time serving as such hereunder.

"Bond Ordinance" means the ordinance adopted by the City Council of the City on _______________, 1995 that authorizes the issuance of the Bonds.

"Bondholder" or "Owner" of a Bond means the Registered Owner of such Bonds.

"Business Day" means any day other than (i) a day on which banking institutions in the city in which the principal corporate trust office of the Trustee or the Tender Agent is located are required or authorized by law to remain closed, (ii) a day on which banking institutions in the city in which the office of the Bank where drawings under the Letter of Credit are to be made is located are required or authorized by law to remain closed, (iii) a day on which the principal office of the Remarketing Agent is required or authorized by law to remain closed or (iv) a day on which the New York Stock Exchange is closed.

"Cap Rate" means the rate per annum equal to the least of (a) eighteen percent (18%) per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, ten percent (10%) per annum) or (c) the maximum contract rate of interest permitted by the laws of the State.

"City" means the City of Chicago.

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

"Code" means the federal Internal Revenue Code of 1986, as amended, and any regulations, temporary regulations and proposed regulations promulgated thereunder, or applicable thereto.

"Commissioner" means the City's Commissioner of the Department of Aviation, or any successor or successors to the duties of such official.

"Completion Date" means the date of completion of the Project as certified pursuant to Section 3.4 of the Agreement.

"Construction Fund" means the trust fund created and established in Section 6.6 of this Indenture.

"Conversion Date" means the date on which the Fixed Rate on the Bonds shall be effective pursuant to Section 2.2 hereof.

"Cost" or "Costs" means any cost in respect of the Project permitted under the Bond Ordinance and the Code.

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

"Depository" means The Depository Trust Company in New York, New York, its successors and assigns, or any other person who shall be a Registered Owner of all Bonds of any series directly or indirectly for the benefit of Beneficial Owners and approved by the City, the Airline, the Trustee and the Remarketing Agent to act as the Depository; provided that any Depository shall be registered or qualified as a "clearing agency" within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended.

"Determination of Taxability" means (i) the receipt by the Airline of a written notice from the Trustee or the receipt by the Airline and the Trustee of a written notice from any Owner of any Bond or the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on such Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project or a "related person", within the meaning of Section 147(a) of the Code); or (ii) the delivery to the Airline and the Trustee of an opinion of Bond Counsel to the effect that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project or a "related person", within the meaning of Section 147(a) of the Code; or (iii) filing by the Airline with the Trustee, any owner of any Bond or the Internal Revenue Service of any certificate, statement, or other tax schedule, return or document which discloses that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the Owner of any Bond or any former owner of any Bond (other than a "substantial user" of the Project or a "related person", within the meaning of Section 147(a) of the Code); or (iv) any amendment, modification, addition or change shall be made in any provision of the Code or in any regulation or proposed regulation thereunder, or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality, or any opinion of any federal court or of the United States Tax Court shall be rendered, and the Trustee, the Bank or the Owner of any Bond shall have notified the Airline and the Trustee in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on any Bond, or any installment thereof, made on or after a date specified in said notice is excludible from the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project or a "related person", within the meaning of Section 147(a) of the Code).

"Event of Default" means any occurrence or event specified as such in and defined as such by Section 9.1 hereof.

["Excess Earnings Fund" means the Fund created by Section [2.4] of the Arbitrage Compliance Agreement.]

"Executive Officer" means the Mayor of the City, the City Comptroller of the City, or such other person as the Mayor shall designate in writing to perform any function or duty required by any provision of this Indenture or the Agreement to be performed by the Executive Officer.

"Exempt Facilities" means airports and directly related storage and training facilities within the meaning of and qualifying under Section 142(a) of the Code.

"Fixed Rate" means the interest rate to be borne by the Bonds on and after the Conversion Date, established in accordance with Section 2.2 hereof.

"Fixed Rate Interest Payment Date" has the meaning set forth in Section 2.2 hereof.

"Fixed Rate Period" means the period from and after the Conversion Date until the maturity date of the Bonds.

"Force Majeure" means acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the governments of the United States of America or of the State, or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; lightning; earthquakes; fires; tornadoes; volcanic eruptions; storms; droughts; floods; explosions; breakage; or malfunction or accident to machinery; transmission lines; pipes or canals, even if resulting from negligence; civil disturbances; or any other cause not reasonably within the control of the Airline.

"Governmental Obligations" means noncallable, direct general obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Indenture" means this Trust Indenture, as from time to time supplemented and amended.

"Interest Payment Date" means, as the context requires, a Variable Rate Interest Payment Date or a Fixed Rate Interest Payment Date.

"Investment Obligations" shall mean, to the extent lawful for the investment of moneys to be made therein, any of the following obligations or securities on which the Airline is not the obligor:

(a) Governmental Obligations;

(b) interest-bearing deposit accounts (which may be represented by certificates of deposit including Eurodollar certificates of deposit) in national or state banks (which may include the Trustee, the Paying Agent, any Co-Paying Agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than One Million Dollars ($100,000,000) and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency;

(c) bankers' acceptances drawn on and accepted by commercial banks (which may include the Trustee, the Paying Agent, any Co-Paying Agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than One Million Dollars ($100,000,000) and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency;

(d) obligations of, or guaranteed by, any agency or instrumentality of the United States of America;

(e) commercial or finance company paper which is rated in the highest rating category by a nationally recognized rating agency;

(f) repurchase agreements with banking or financial institutions (which may include the Trustee, the Paying Agent, any Co-Paying Agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than One Hundred Million Dollars ($100,000,000) and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency, provided (i) that such repurchase agreements shall be secured as to principal (but only to the extent not insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or a similar corporation chartered by the United States of America) by Governmental Obligations, the fair market value of which is equal to one hundred percent (100%) of such principal, (ii) the Trustee or a third party acting solely as agent for the Trustee has possession of the underlying securities, (iii) the Trustee or agent has a perfected first security lien in such collateral, and (iv) such collateral is free and clear of third party liens.

(g) obligations of any state or political subdivision thereof or any agency or instrumentality of such a state or political subdivision, the interest on which, in the opinion of Bond Counsel, is not includable in the gross income of the owners thereof for federal income tax purposes; and

(h) any other obligations agreed upon in writing by the Bank and the Airline and either approved by the City or which are accompanied by an opinion of Bond Counsel that an investment in such obligations would not result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes.

"Issuance Costs" means all costs and expenses of issuance of the Bonds, including, but not limited to:

(i) underwriter's discount or placement agent fees;

(ii) counsel fees and expenses, including Bond Counsel, City's counsel, underwriter's counsel, Airline counsel and Bank counsel, as well as any other specialized counsel;

(iii) financial advisor fees;

(iv) rating agency fees;

(v) Trustee fees and the Trustee's counsel fees;

(vi) paying agent and certifying and authenticating agent fees related to issuance of the Bonds;

(vii) accounting fees;

(viii) printing costs of the Bonds and of any preliminary official statement and official statement;

(ix) publication costs associated with the financing proceedings; and

(x) fees and expenses related to the Letter of Credit.

"Issuance Cost Fund" means the fund so designated that is established pursuant to Section 6.1 hereof.

"Leased Premises" means, at any time, those portions of the Terminal Area (as defined in the Airport Use Agreement) which, pursuant to Article IV of the Airport Use Agreement, are then leased to the Airline.

"Letter of Credit" means the initial irrevocable transferrable Letter of Credit delivered to the Trustee pursuant to Section 4.6(a) of the Agreement, and, unless the context of use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the Trustee pursuant to Section 4.6(b), Section 4.6(c) or Section 4.6(d) of the Agreement.

"Letter of Credit Substitution" means the delivery of a substitute Letter of Credit if the Trustee has not received a Maintenance of Rating at least thirty-five (35) days prior to the proposed effective date of such Letter of Credit.

"Letter of Credit Substitution Date" means the fifth (5th) Business Day next preceding a Letter of Credit Substitution.

"Letter of Credit Termination Date" means the fifth (5th) Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur, unless the Airline shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to Section 4.6(b), Section 4.6(c) or Section 4.6(d) of the Agreement at least thirty-five (35) days prior to such Letter of Credit Termination Date.

"Maintenance of Rating" means (i) if the Bonds are then rated by either Moody's or S. & P., written confirmation, from Moody's (if Moody's is then maintaining a rating on the Bonds) or S. & P. (if S. & P. is then maintaining a rating on the Bonds), that upon the effective date of the substitute Letter of Credit, the existing ratings on the Bonds will not be withdrawn or reduced as a result of the substitution of such Letter of Credit, or (ii) if the Bonds are not then rated by a Rating Agency, written verification that the higher of the commercial paper credit ratings from Moody's and S. & P. of the provider of the substitute Letter of Credit is at least equal to the higher of the then commercial paper credit ratings of the Bank which provided the Letter of Credit for which the substitute Letter of Credit is being issued.

"Moody's" means Moody's Investors Service, Inc., a corporation duly organized and validly existing under the laws of the State of Delaware, and its successor and assigns.

"Outstanding" or "Bonds Outstanding" means all Bonds that have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds cancelled after purchase or because of payment at maturity or upon redemption prior to maturity;

(b) Bonds or portions thereof (of authorized denominations) deemed to be paid, as provided in Article VIII hereof;

(c) Bonds in lieu of which other Bonds have been authenticated under Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof; and

(d) Unsurrendered Bonds.

If this Indenture shall have been discharged pursuant to the provisions of Article VIII hereof, no Bonds shall be deemed to be Outstanding within the meaning of this provision.

"Paying Agent" means the Bond Registrar, serving as Paying Agent pursuant to this Indenture.

"Placement Agent" means Harris Trust and Savings Bank, Chicago, Illinois, and any successors thereto.

"Placement Agent Agreement" means the Placement Agent Agreement dated as of ___________, 1995, by and between the City, the Airline and the Placement Agent, as from time to time supplemented and amended, relating to the initial sale of the Bonds.

"Plans and Specifications" means the plans and specifications describing the Project, as originally submitted and as amended from time to time in accordance with the Agreement.

"Premises" means the premises, facilities, improvements and structures leased to the Airline under Article 2 of the Site Lease, including a portion of the Project.

"Project" means the design, reconstruction, modernization and improvement of Hangar No. 2 and portions of the Terminal at the Airport for use by the Airline, as further described in Exhibit A to the Agreement.

"Proposed Conversion Date" means any date designated by the Airline as the Conversion Date under this Indenture.

"Purchased Bonds" has the meaning set forth in Section 6.9 hereof.

"Qualified Costs of Construction" means the Costs of that portion of the Project that constitutes Exempt Facilities and that have been charged to the Project's capital account for federal income tax purposes or would be chargeable either with a proper election by the owner of the Project under the Code or but for a proper election by the owner of the Project to deduct the amount thereof, and were incurred and paid, or are to be incurred and paid, after ___________, 1995.

"Rating Agency" means S. & P., Moody's, and their respective successors and assigns, and, if for any reason either such rating agency no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City and approved in writing by the Airline and the Bank.

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

"Record Date" means, during the Variable Rate Period, the fifth calendar day immediately preceding a Variable Rate Interest Payment Date on the Bonds, and during the Fixed Rate Period, the fifteenth (15th) day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on the Bonds.

"Registered Owner" means the person or persons in whose name or names a Bond shall be registered on the registration book of the City maintained by the Bond Registrar for that purpose in accordance with the terms of this Indenture.

"Reimbursement Agreement" means the Reimbursement Agreement dated as of ___________, 1995, between the Airline and the Bank, as from time to time supplemented and amended, under the terms of which the Bank agrees to issue and deliver the initial Letter of Credit to the Trustee; and, unless the context or use indicates another or different meaning or intent, any letter of credit agreement or reimbursement agreement between the Airline and the issuer of any substitute Letter of Credit delivered to the Trustee pursuant to Section 4.6(b), Section 4.6(c) or Section 4.6(d) of the Agreement, as from time to time supplemented and amended, which provides that it is a Reimbursement Agreement for purposes of the Agreement and this Indenture.

"Remarketing Agent" means __________, __________, ____________ and any successors thereto, appointed in accordance with Section 10.11 hereof.

"Remarketing Agreement" means the Remarketing Agreement dated as of ___________, 1995, by and between the Airline and the Remarketing Agent, as from time to time supplemented and amended.

"Representation Letter" means the Blanket Issuer Letter of Representations from the City and accepted by D.T.C..

"S. & P." means Standard & Poor's, a division of The McGraw-Hill Companies, and its successors and assigns.

"Section 147 Related Person" means a "related person" within the meaning of Section 147(a)(2) of the Code (or any successor sections thereto).

"Site Lease" means the Lease of Hangar Facilities at Midway Airport dated as of ___________, 1995 between the City, as lessor, and the Airline, as lessee, as from time to time amended.

"Special Facility Revenues" means the amounts pledged hereunder to the payment of principal and purchase price of, premium, if any and interest on the Bonds, consisting of (i) all amounts payable from time to time by the Airline under the Agreement, and all receipts of the Trustee credited under the provisions of this Indenture against said amounts payable and (ii) any amounts paid into the Bond Fund from the Construction Fund or otherwise, including income on investments. Special Facility Revenues shall not include any amounts payable by the Airline in respect of Unassigned Rights, nor amounts payable by the Airline under the Airport Use Agreement or the Site Lease. Special Facility Revenues do not constitute "Revenues" within the meaning of, and as defined by, the Airport Use Agreement and the Airport Revenue Bond Indenture.

"State" means the State of Illinois.

"Stated Expiration Date" means the fifteenth (15th) day of a calendar month, which day is the date on which the Letter of Credit is stated to expire.

"Substantial User" means "substantial user" within the meaning of Section 147(a) of the Code (or any successor sections thereto).

"Tender Agent" means ____________________ serving as tender agent pursuant to this Indenture and any successor tender agent at the time serving as such hereunder.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses of this Indenture.

"Trustee" means [Name of Trustee], a[n] ____________________ banking corporation and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

"Unassigned Rights" means the rights of the City to execute and deliver (subject to the provisions of the Agreement and this Indenture), or to decline to execute and deliver, supplements or amendments to the Agreement or this Indenture, the rights of the City to receive documentation and notices under the Agreement, the rights of the City under Section 3.1(a) of the Agreement, and the rights of the City to be held harmless, to be reimbursed for its fees and expenses and to be identified under Sections 4.2(e), 5.4 and 6.4 of the Agreement, and to enforce such rights in its own name and for its own account to the extent provided in the last paragraph of Section 6.2 of the Agreement or in its sole discretion to waive the same in particular instances under Section 6.5 of the Agreement.

"Unsurrendered Bonds" means Bonds (or portions thereof in authorized denominations) which are not tendered as required under the provisions of

Section 4.1 and Section 4.2 hereof, but for which there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price thereof and of all other Bonds tendered or deemed to be tendered for purchase on the applicable Mandatory Tender Date, as defined in Section 4.2 hereof.

"Variable Rate" means the interest rate on the Bonds from time to time in effect during the Variable Rate Period, as established in Section 2.2 hereof.

"Variable Rate Interest Payment Date" has the meaning set forth in Section 2.2 hereof.

"Variable Rate Period" means the period from the date of the initial delivery of the Bonds to the earlier of the Conversion Date or the maturity date of the Bonds.

Article II.

The Bonds.

Section 2.1 Authorized Amount Of Bonds; Authentication And Delivery Of Bonds.

The total principal amount of Bonds that may be issued is hereby expressly limited to _______ Dollars ($_______), except as provided in Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof.

The Trustee, forthwith upon execution and delivery of this Indenture or thereafter, from time to time, upon execution and delivery to the Trustee by the City of the Bonds, and without any further action on the part of the City, shall authenticate the Bonds in an aggregate principal amount not to exceed _______ Dollars ($_______), and shall deliver the Bonds upon the request of the City.

Section 2.2 Issuance Of Bonds; Disposition Of Proceeds.

The Bonds shall be designated "City of Chicago Midway Airport Variable Rate Demand Special Facility Revenue Bonds (American Trans Air, Inc. Project) Series 1995", and shall be in the aggregate principal amount of _______ Dollars ($_______). No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. Except as provided in Section 3.2 hereof, the Bonds shall be issuable only as fully registered Bonds without coupons in denominations of One Hundred

Thousand Dollars ($100,000) and any integral multiple of Five Thousand Dollars ($5,000) in excess thereof during the Variable Rate Period and in denominations of Five Thousand Dollars ($5,000) and any integral multiple thereof during the Fixed Rate Period. Unless the City shall otherwise direct, the Bonds shall be numbered separately from R-1 upward.

All Bonds shall be dated the date of initial issuance and delivery thereof by the City, and shall mature on ________, ____ (subject to prior redemption as hereinafter provided in Article III). Bonds shall also bear the date of their respective authentication as specified in Section 2.4 hereof. Interest on the Bonds shall be payable during the Variable Rate Period on __________, 1995, on the first (1st) Business Day of each calendar month thereafter and on the Conversion Date (each a "Variable Rate Interest Payment Date"), until the earlier of the Conversion Date or the maturity date of the Bonds; and during the Fixed Rate Period on the first (1st) day of the ________ or ________ immediately following the Conversion Date and on the first (1st) day of each ______ and ______ thereafter (each a "Fixed Rate Interest Payment Date"), until paid.

The Bonds shall bear interest at the rate that is in effect from time to time in accordance with the provisions hereinafter set forth (calculated during the Variable Rate Period on the basis of a calendar year consisting of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period on the basis of a calendar year of three hundred sixty (360) days consisting of twelve (12) thirty (30) day months). Interest shall accrue on overdue payments of principal, premium, if any, and interest as provided in the form of Bond. The Bonds shall bear interest at the Variable Rate during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment Date, in which case the Bonds shall bear interest from the date of the initial delivery of the Bonds, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Variable Rate Interest Payment Date; and shall bear interest at the Fixed Rate during the Fixed Rate Period from the Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first Fixed Rate Interest Payment Date immediately following the Conversion Date, in which case the Bonds shall bear interest from the Conversion Date, or (b) such date shall be a Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Fixed Rate Interest Payment Date.

During the Variable Rate Period, the Bonds shall bear interest from the date of the initial delivery of the Bonds or the Thursday of a week, as the case may be, to and including the Wednesday of the next week at the Variable Rate for such interest rate period (an "Interest Rate Period") as follows: (i) during the initial Interest Rate Period, as measured from the date of the initial delivery of the Bonds to and including the Wednesday of the immediately following week, at a rate of ____ percent, and (ii) during each Interest Rate Period thereafter, at a rate equal to the lessor of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: on the Wednesday of each week succeeding the initial delivery date (or the immediately preceding Business Day in the event that any such Wednesday is not a Business Day), the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the effective date of such interest rate being one hundred percent (100%) of the principal amount thereof, and on such date shall give notice of the interest rate so determined by telephone or telegraph, promptly confirmed in writing, to the Trustee, the Paying Agent, the Airline and the Bank, and the interest rate so determined (if not greater than the Cap Rate) shall be the interest rate on the Bonds for the immediately following Interest Rate Period; provided that if for any reason the interest rate on the Bonds for any such Interest Rate Period is not or cannot be established in the foregoing manner, the Variable Rate for such Interest Rate Period shall be determined by the Trustee and shall be a percentage per annum (not to exceed the Cap Rate) equal to eighty percent (80%) of the bond equivalent yield (calculated in accordance with standard practice in the banking industry) applicable to 91-day United States Treasury bills determined on the basis of the average per annum discount rate at which such 91-day United States Treasury bills shall have been sold at the most recent United States Treasury auction of such 91-day United States Treasury bills as quoted or published by the Federal Reserve Board or any department or agency of the United States of America; provided further that if there shall not have been a United States Treasury auction of such 91-day United States Treasury bills on any date during the ten (10) Business Days immediately preceding such date of determination of the Variable Rate or if such discount rates for any United States Treasury auction of such 91-day United States Treasury bills during such ten (10) Business Day Period shall not be quoted or published by the Federal Reserve Board or any department or agency of the United States of America, the Variable Rate for the immediately preceding Interest Rate Period shall remain in effect for such Interest Rate Period. The Trustee shall confirm the interest rate on the Bonds from time to time in effect by telephone (confirmed in writing if requested). The determination of the Variable Rate shall be conclusive and binding on the City, the Airline, the Trustee, the Tender Agent, the Paying Agent, the Remarketing Agent, the Bank and the Registered Owners from time to time of the Bonds.

Notwithstanding the above, the Bonds shall bear interest at the Fixed Rate for the Fixed Rate Period equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: in order to establish the Fixed Rate, the City, the Trustee, the Remarketing Agent, the Tender Agent and the Bank shall have received written notice from the Airline of the exercise of its option to convert the interest rate borne by the Bonds to the Fixed Rate at least forty-five (45) days prior to the Proposed Conversion Date. On or before the Business Day next preceding the Proposed Conversion Date, the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the Proposed Conversion Date being one hundred percent (100%) of the principal amount thereof, and on such date shall give notice by facsimile or telephone, promptly confirmed in writing, of the interest rate so determined to the City, the Trustee, the Airline, the Tender Agent and the Bank, and the interest rate so determined shall be the Fixed Rate from and after the Conversion Date. Notwithstanding the foregoing, such Fixed Rate shall not take effect if there shall not have been supplied to the City, the Trustee, the Airline, the Remarketing Agent, the Tender Agent and the Bank at or prior to 10:00 A.M., New York time, on the Proposed Conversion Date an opinion of Bond Counsel stating that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture and that such conversion to the Fixed Rate will not have an adverse effect on the exclusion of the interest on the Bonds from the gross income of the Registered Owners thereof for purposes of federal income taxation. If all conditions to the establishment of the Fixed Rate shall not be met, the Bonds shall bear interest at the Variable Rate for the remaining portion of the current Interest Rate Period at the Variable Rate then in effect, or for an Interest Rate Period at the Variable Rate in effect for the immediately preceding Interest Rate Period and will continue to remain outstanding in accordance with the terms of this Indenture as if no such election had been made by the Airline to convert the interest rate borne by the Bonds to the Fixed Rate. The determination of the Fixed Rate shall be conclusive and binding on the City, the Airline, the Trustee, the Remarketing Agent, the Tender Agent, the Bank and the Registered Owners from time to time of all the Bonds.

Notwithstanding any term or provision hereof to the contrary, there shall be no Letter of Credit, substitute Letter of Credit or Alternate Credit Facility with respect to Bonds in the Fixed Rate Period, unless the Trustee shall have received an opinion of Bond Counsel to the effect that the addition or extension of any Letter of Credit, substitute Letter of Credit or Alternate Credit Facility with respect to the Bonds in the Fixed Rate Period will not have an adverse effect on the exclusion of interest on the Bonds from the gross income of the Registered Owners thereof for purposes of federal income taxation.

The Bond Registrar shall stamp a legend on the face of each Bond authenticated on or after the Conversion Date in substantially the following form:

"This Bond bears interest at the Fixed Rate, as defined in this Bond, which is ____ percent per annum, from and after ____________."

The Bonds shall be subject to redemption prior to maturity as set forth in Article III hereof, and shall be subject to tender for purchase as set forth in Article IV hereof.

The proceeds derived from the issuance of the Bonds shall be deposited in the Construction Fund and the Issuance Cost Fund in such amounts as shall be directed by the City to the Trustee at the time of issuance of the Bonds.

Section 2.3 Execution; Limited Obligation.

The Bonds shall be executed on behalf of the City with the manual or facsimile signature of its Mayor or City Comptroller and shall have impressed or imprinted thereon the official seal of the City or a facsimile thereof and shall be attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk. All authorized facsimile signatures shall have the same force and effect as if manually signed. If any official whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the authentication or 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, together with premium, if any, and interest thereon, shall be limited obligations of the City giving rise to no pecuniary liability of the City nor any charge against its general credit or taxing power, shall be payable by the City solely from the Special Facility Revenues and other moneys pledged therefor under this Indenture, and shall be a valid claim of the respective Owners thereof only against the Bond Fund, the Special Facility Revenues and other moneys held by the Trustee. The Bonds are not in any respect a general obligation of the City, nor are they payable in any manner from revenues raised by taxation. The Project is not security for the Bonds, and the Bonds are not secured by any other properties or improvements at the Airport or the Revenues (as defined in the Airport Revenue Bond Indenture) or any other revenues derived by the City from the operation of the Airport generally.

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

Section 2.4 Authentication.

No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Authenticating Agent, and such executed certificate of the Authenticating Agent upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture and that the Bondholder thereof is entitled to the benefit of the trust hereby created.

Section 2.5 Form And Place Of Payment Of Bonds.

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

The principal of and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America only at the principal corporate trust office of the Paying Agent. Payment of interest on any Bond due on any regularly scheduled Interest Payment Date shall be made to the Registered Owner thereof. Payments of interest on any Bond shall be made by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner thereof as of the Record Date preceding such Interest Payment Date at the address of such Registered Owner as it appears on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on such Record Date; provided that, on or prior to the Conversion Date, payments of interest on any Bond may be made by wire transfer in immediately available funds to the Registered Owner of such Bond if such Registered Owner is the Registered Owner of at least One Million Dollars ($1,000,000) aggregate principal amount of the Bonds as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner shall have given written notice to the Paying Agent on or before the second (2nd) Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. The Trustee shall transfer to the Paying Agent, from moneys on deposit in the Bond Fund, on or before a scheduled payment date, amounts sufficient to make such payments to the Registered Owner in immediately available funds.

Section 2.6 Delivery Of The Bonds.

Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and deliver them to the purchaser or purchasers thereof as directed by the City as hereinafter in this Section 2.6 provided.

Prior to the delivery of any of the Bonds there shall be filed with the Trustee (and the Trustee shall notify the Authenticating Agent of such filing:

1. A copy, duly certified by an authorized officer of the City, of the Bond Ordinance.

2. The Letter of Credit and original executed counterparts of this Indenture, the Agreement, the Reimbursement Agreement, the Placement Agreement and the Remarketing Agreement.

3. A written request and authorization to the Authenticating Agent by the City and signed by an authorized officer of the City to authenticate and deliver the Bonds to the purchaser or purchasers therein identified upon payment to the Trustee, but for the account of the City, of a sum specified in such written request and authorization representing the principal proceeds of the Bonds, plus a sum specified in such request and authorization representing accrued interest, if any, thereon to the date of delivery.

4. A closing certificate of the City, in form and substance satisfactory to counsel to the Bank, counsel to the City and Bond Counsel.

5. A closing certificate of officers of the Airline, in form and substance satisfactory to counsel to the Bank, counsel to the City and Bond Counsel.

6. Documents and evidence to establish the authorization of the transactions contemplated by this Indenture and the taking of all corporate proceedings in connection therewith, in form and substance satisfactory to counsel to the Bank, counsel to the City and Bond Counsel.

7. A closing certificate of officers of the Bank, in form and substance satisfactory to counsel to the Bank, counsel to the City and Bond Counsel.

8. An Information Return for Tax Exempt Private Activity Bonds required by Section 149(e) of the Code.

9. All other such documents, proceedings and showings as shall be requested by counsel to the Bank, counsel to the City and Bond Counsel.

10. Opinions of counsel to the Airline in form and substance satisfactory to counsel to the Bank, counsel to the City and Bond Counsel.

11. An opinion of counsel to the Bank in form and substance satisfactory to counsel to the Airline, counsel to the City and Bond Counsel.

12. An opinion of Bond Counsel to the effect that the Bonds are validly issued and that interest on the Bonds is not includable in the gross income of the owners thereof for federal income tax purposes (other than any owner who is a Substantial User or a Section 147 Related Person, other than any interest which may be includable as a preference item or an adjustment item in computing any alternative minimum tax) in form and substance satisfactory to counsel to the City, counsel to the Airline and counsel to the Bank.

Section 2.7 Mutilated, Lost, Stolen Or Destroyed Bonds.

If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Authenticating Agent may authenticate a new Bond of like denomination as that mutilated, lost, stolen or destroyed, bearing a number not contemporaneously then outstanding; provided that, in the case of any mutilated bond, such mutilated Bond shall first be surrendered to the Bond Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City, the Trustee, the Bond Registrar and the Airline evidence of such loss, theft or destruction satisfactory to the City, the Trustee, the Bond Registrar and the Airline, together with an indemnity satisfactory to each of them. If any such Bond shall have matured or is to mature within fifteen (15) days after the request for a new Bond, instead of issuing a duplicate Bond, the City may pay the same on the appropriate date. The City and the Authenticating Agent may charge the Owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.8. Registration, Transfer And Exchange Of Bonds.

(a) The Trustee, as Bond Registrar, shall fully register, on the registration books of the City to be maintained by the Trustee, each of the Bonds issued hereunder in the name of the Registered Owner. The registration books shall be kept for that purpose at the principal corporate trust office of the Trustee. No transfer of a Bond shall at any time be valid unless it is made in the registration books at the written request of the Registered Owner or his legal representative. A Bond is transferable by the Registered Owner or his duly authorized attorney at the principal corporate trust office of the Trustee, upon surrender of the Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature satisfactory to the Trustee, subject to such reasonable regulations as the City or the Trustee may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new fully registered Bond or Bonds of the same maturity and in the same aggregate principal amount will be issued to the transferee.

(b) The City and the Trustee shall not be required to (i) issue or register the transfer of or exchange any Bonds to be considered for redemption during the period beginning on the tenth (10th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption or (ii) register the transfer of or exchange any portion of any Bonds selected for redemption until after the redemption date.

(c) Upon payment of any required tax, fee or other governmental charge and subject to the conditions provided in this Indenture, Bonds, upon the surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Registered Owner thereof, may be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity and interest rate of any other authorized denomination.

(d) The City and the Trustee may deem and treat the person in whose name the Bond shall be registered at any particular point in time (whether such time is a Record Date or otherwise) as the absolute owner thereof for all purposes, whether such Bond shall be overdue or not, and payment of or on account of the principal of or interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof (at such point in time as provided herein) or his legal representative, but such registration may be changed, as herein provided. All such payments made by the Trustee pursuant to this Indenture shall be valid and effectual to satisfy and discharge the liability of the City upon any such Bond, to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Section 2.9 Cancellation Of Bonds; Reductions Of Letter Of Credit.

Whenever any outstanding Bond shall be delivered to the Trustee or the Bond Registrar for cancellation pursuant to this Indenture, upon payment of the principal amount represented thereby, or for replacement pursuant to Section 2.7 hereof, or upon exchange or transfer pursuant to Section 2.8 hereof, or upon partial redemption pursuant to Section 3.2 hereof, or upon tender for purchase pursuant to Section 4.1 or Section 4.2 hereof, such Bond shall be delivered by the Trustee or the Tender Agent to the Bond Registrar, shall be promptly canceled and destroyed by the Bond Registrar and counterparts of a certificate evidencing such cancellation and destruction shall be furnished by the Bond Registrar to the Trustee, the Tender Agent, the City and the Airline. If the Bonds (other than Bonds held by the Tender Agent pursuant to Section 6.9 hereof) are redeemed prior to maturity in part pursuant to Article III hereof and delivered by the Airline to the Trustee for cancellation pursuant to this Section 2.9 in the aggregate principal amount of One Hundred Thousand Dollars ($100,000) or more, the Trustee may reduce the amount of the Letter of Credit in accordance with its terms in an amount equal to the principal amount of such Bonds plus interest on such principal amount for ______________ (___) days at the Cap Rate.

Section 2.10 Application Of Bond Proceeds.

The proceeds of the Bonds shall be deposited with the Trustee, as follows:

(a) accrued interest, if any, shall be deposited in the Bond Fund; and

(b) the remaining proceeds of the Bonds shall be deposited in the Construction Fund.

Section 2.11 Book Entry System.

Initially, it is intended that the Bonds be registered so as to participate in a securities depository system with The Depository Trust Company ("D.T.C.") (the "D.T.C. System"), as set forth herein. The Bonds shall be initially issued in the form of a single fully registered Bond [for each maturity thereof]. Upon initial issuance, the ownership of such Bond[s] shall be registered in the name of Cede & Co., as nominee of D.T.C.. The City and the Trustee are authorized to execute and deliver such letters to or agreements with D.T.C. as shall be necessary to effectuate the D.T.C. System, including the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of this Indenture, the terms of this Indenture shall control. D.T.C. may exercise the rights of an Owner only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to Bonds registered in the name of Cede & Co., as nominee of D.T.C., the City, the Trustee and the Airline shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which D.T.C. holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "D.T.C. Participant") or to any person on behalf of whom such a D.T.C. Participant directly or indirectly holds an interest in the Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the City, the Trustee and the Airline shall have no responsibility or obligation with respect to (i) the accuracy of the records of D.T.C., Cede & Co. or any D.T.C. Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any D.T.C. Participant or any Indirect Participant or any other person, other than an Owner, as shown in the registration books of the City, of any notice with respect to the Bonds, including any notice of redemption, (iii) the payment to any D.T.C. Participant or Indirect Participant or any other person, other than an Owner, as shown in the registration books of the City, of any amount with respect to principal of, premium, if any, or interest on, the Bonds or the purchase price with respect to any Bonds tendered for purchase or (iv) any consent given by D.T.C. as Owner. So long as certificates for the Bonds are not issued pursuant to Section 2.12, the City, the Airline and the Trustee may treat D.T.C. or any successor Depository as, and deem D.T.C. or any successor Depository to be, the absolute Owner of the Bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on the Bonds and the purchase price with respect to any Bonds tendered for purchase, (ii) giving notice of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds, and (iv) the selection of Bonds for redemption. While in the D.T.C. System, no person other than Cede & Co., or any successor thereto, as nominee for D.T.C., shall receive a Bond certificate with respect to any Bond. Upon delivery by D.T.C. to the Trustee of written notice to the effect that D.T.C. has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Owner at the close of business on the Record Date applicable to any Interest Payment Date, the name "Cede & Co." in this Indenture shall refer to such new nominee of D.T.C..

Section 2.12 Successor Securities Depository/Transfers Outside Book-Entry System.

If (a) the City or the Airline determines that D.T.C. is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason or (c) the City or the Airline determines that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certified Bonds, the City shall notify D.T.C. of the availability through D.T.C of Bond certificates and the Bonds shall no longer be restricted to being registered in the registration books of the City in the name of Cede & Co., as nominee of D.T.C.. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor Depository operating a securities depository system, as may be acceptable to the City, or such Depository's agent or designee, or if the City does not select such an alternate securities depository system then the Bonds may be registered in whatever name or names Owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 2.13 Payments And Notices To Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of D.T.C., all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Article III.

Redemption Of Bonds Before Maturity.

Section 3.1 Certain Redemption Dates And Prices.

(a) Optional Redemption. Prior to the Conversion Date, the Bonds are subject to redemption prior to maturity by the City from any Available Moneys, including moneys derived from a prepayment at the option of the Airline, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Airline resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption) on any date, at a redemption price of one hundred (100%) percent of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption and without premium.

After the Conversion Date, the Bonds also shall be subject to redemption prior to maturity by the City from any Available Moneys, including moneys derived from a prepayment at the option of the Airline pursuant to Section 7.2 of the Agreement, as a whole on any date, or in part on any Interest Payment Date (and, if in part, by lot in such manner as may be designated by the Trustee), during the redemption periods and at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued interest to the date fixed for redemption:

Years Remaining From Conversion Date Until Final Maturity of the Bond to be Redeemed	First Day of Redemption Period	Redemption Prices
More than ____________	________ Anniversary of Conversion Date	__%, declining by __% on each succeeding anniversary of the ____ Anniversary of the Conversion Date until reaching __%, and thereafter at __%

Years Remaining From Conversion Date Until Final Maturity of the Bond to be Redeemed	First Day of Redemption Period	Redemption Prices
More than ____ but not more than ____	_____ Anniversary of Conversion Date	__%, declining by __% on each succeeding anniversary of the ____ Anniversary of the Conversion Date until reaching __%, and thereafter at __%
More than ____ but not more than ____	_____ Anniversary of Conversion Date	__%, declining by __% on each succeeding anniversary of the ____ Anniversary of the Conversion Date until reaching __%, and thereafter at __%
More than ____ but not more than ____	_____ Anniversary of Conversion Date	__%, declining by __% on each succeeding anniversary of the ____ Anniversary of the Conversion Date until reaching __%, and thereafter at __%
_________ or fewer	Bonds not callable	

Notwithstanding any provisions in this Indenture or the Bonds to the contrary, the Indenture and the Bonds may be amended as of the Conversion Date upon the request of the Airline, without the consent of any of the Bondholders, to change the redemption provisions applicable during the Fixed Rate Period to such redemption provisions as are acceptable to the Airline provided the Airline provides an opinion of Bond Counsel to the Trustee and the City to the effect that such amendment will not adversely affect the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(b) Extraordinary Optional Redemption. After the Conversion Date, at the option of the Airline, the Bonds shall be subject to redemption as a whole prior to maturity on any date at a redemption price of one hundred percent (100%) of the principal amount to be redeemed plus accrued interest to the date fixed for redemption and without premium, within three hundred sixty (360) days after the occurrence of any one of the following events:

(i) the Project shall have been damaged or destroyed to such an extent that, in the opinion of the Airline, (A) the required restoration and repair could not reasonably be expected to be completed within a period of six (6) months after commencement of restoration or repair, (B) the Airline is prevented or would likely be prevented from using the Project for its normal purposes for a period of six (6) months or more, or (C) the cost of restoration and repair would exceed twenty-five percent (25%) of the original cost of constructing the Project; or

(ii) title to the whole or any part of the Project or the use or possession thereof shall have been taken or condemned by a competent authority to such an extent that, in the opinion of the Airline, the Airline is prevented from using the Project for its normal purposes for a period of six months or more.

(c) Mandatory Redemption Upon Determination of Taxability. The Bonds shall be subject to mandatory redemption prior to maturity by the City from funds derived from the prepayment by the Airline pursuant to Section 7.2 of the Agreement, as a whole and not in part, on any date within sixty (60) days of the occurrence of a Determination of Taxability, at a redemption price of one hundred percent (100%) of the principal amount to be redeemed (or one hundred three percent (103%) of the principal amount thereof to be redeemed during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

[(d) Mandatory Redemption Upon Termination of Airport Use Agreement. The Bonds shall be subject to mandatory redemption in whole on any date prior to their maturity within ____ days of the expiration or termination in accordance with its terms of the Airport Use Agreement, at a redemption price of one hundred percent (100%) of the principal amount thereof, without premium, plus accrued interest, if any, thereon to the date of redemption (unless the Airport Use Agreement shall have been replaced with another agreement of similar tenor and effect).]

(e) Direction to Trustee to Call for Redemption. The City hereby directs the Trustee to, and the Trustee shall, direct the Bond Registrar to call Bonds for redemption when it shall have been notified in writing by the Airline, pursuant to Section 7.3 of the Agreement, or by the City to do so and shall direct the Bond Registrar to mail a copy of the notice of redemption to the Bank, the Airline, the Paying Agent and the Remarketing Agent at the same time as the Bond Registrar mails such notice of redemption to the Owners of the Bonds that have been called for redemption, pursuant to Section 3.3 hereof; provided that, so long as Letter of Credit is in effect, the Trustee shall not direct the Bond Registrar to give notice of any redemption pursuant to Section 3.1(a) hereof unless the Bank has consented in writing to such redemption.

Section 3.2 Partial Redemption Of Bonds.

In the case of a partial redemption of Bonds prior to maturity by lot when Bonds of denominations greater than One Hundred Thousand Dollars ($100,000) during the Variable Rate Period or greater than Five Thousand Dollars ($5,000) during the Fixed Rate Period are then outstanding, then for all purposes in connection with such redemption, each Five Thousand Dollars ($5,000) of face value of principal amount shall be treated as though it were a separate Bond in the denomination of Five Thousand Dollars ($5,000), as the case may be. If it is determined that one or more, but not all of the Five Thousand Dollars ($5,000) units of face value represented by any Bond is to be called for redemption, then upon notice of redemption of such Five Thousand Dollars ($5,000) unit or units, the Owner of such Bond shall forthwith surrender such Bond to the Paying Agent (1) for payment of the redemption price (including the premium, if any, and interest, if any, to the date fixed for redemption) of the Five Thousand Dollars ($5,000) unit or units of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than Five Thousand Dollars ($5,000) of principal amount shall fail to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the Five Thousand Dollar ($5,000) unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such Five Thousand Dollars ($5,000) unit or units of face value on and after the date fixed for redemption and (funds sufficient for the payment of the redemption price having been deposited with the Paying Agent, and being available for the redemption of said unit or units on the date fixed for redemption) such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption) represented by such Five Thousand Dollar ($5,000) unit or units of face value nor shall new Bonds be thereafter issued corresponding to said unit or units. Bonds shall be redeemed only in authorized denominations. During any period in which this Indenture requires minimum denominations of One Hundred Thousand Dollars ($100,000), the Trustee shall not select portions of Bonds for redemption, such that the outstanding principal amount of any Bond is less than One Hundred Thousand Dollars ($100,000) after giving effect to such call for redemption.

Section 3.3 Notice Of Redemption.

(a) Such notice of the call for any redemption shall be given by the Trustee, at the direction of the Airline or the City (which direction shall be in writing), by directing the Bond Registrar to mail a copy of the redemption notice by first class mail, postage prepaid, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the City maintained by the Bond Registrar; provided 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.

All notices of redemption shall state:

(1) the redemption date;

(2) the redemption price;

(3) the identification, including complete designation and issue date of the series of Bonds of which such Bonds are a part and the C.U.S.I.P. number (and in the case of partial redemption, the respective principal amounts), interest rates and maturity dates of the Bonds to be redeemed;

(4) that on the date fixed for redemption the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date;

(5) the name and address of the Trustee and any Paying Agent for such Bonds, including the name and telephone number of a contact person and the place where such Bonds are to be surrendered for payment of the redemption price; and

(6) such other information as the Trustee deems advisable.

(b) In addition to the redemption notice required by the Section 3.3(a) hereof, further notice (the "Additional Redemption Notice") shall be given by the Trustee as set forth below, but no defect in the Additional Redemption Notice, nor any failure to give all or any portion of the Additional Redemption Notice, shall in any manner affect the effectiveness of a call for redemption if notice thereof is given as prescribed in Section 3.3(a) of this Indenture.

Each Additional Redemption Notice given hereunder contain the information required by Section 3.3(a) hereof, plus (i) the date such notice has been or will be mailed pursuant to this subsection (b); (ii) the date of issuance of the Bonds being redeemed, as originally issued; (iii) the maturity date of each Bond (or portion thereof) to be redeemed prior to maturity; and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed prior to maturity.

Each Additional Redemption Notice shall be sent at least thirty (30) days before the date fixed for redemption by legible facsimile transmission, registered or certified mail (postage prepaid) or overnight delivery service to the following registered securities depositories: The Depository Trust Company of New York, New York, Midwest Securities Trust Company of Chicago, Illinois, and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania, and to at least two of the following national information services that disseminate notices of redemption of obligations such as the Bonds: Financial Information Inc.'s Financial Daily Called Bond Service, Kenny Information Service's Called Bond Service, Moody's Municipal and Government Called Bond Service or Standard & Poor's Called Bond Record.

Section 3.4 Redemption Payments.

On or prior to the date fixed for redemption, funds immediately available hereunder at the principal corporate trust office of the Trustee on such redemption date shall be deposited in the Bond Fund and transferred to the Paying Agent to pay, and the Paying Agent is hereby authorized and directed to apply such funds in the Bond Fund to the payment of, the Bonds or portions thereof called for redemption, together with accrued interest, if any, thereon to the date fixed for redemption and any required premium. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue from and after the date fixed for redemption, and such Bonds shall no longer be entitled to the benefit or security of this Indenture.

Section 3.5 Cancellation.

All Bonds that have been redeemed shall not be reissued but shall be cancelled and disposed of by the Trustee or Bond Registrar in accordance with Section 2.9 hereof.

Article IV.

Tenders For Purchase And Remarketing Of Bonds.

Section 4.1 Purchase Of Bonds At Option Of Holder.

The Owner of any Bond shall have the right to tender such Bond to the Tender Agent for purchase in whole or in part (in any authorized denomination, provided that after such tender such remaining portion shall also be in an authorized denomination) on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to one hundred percent (100%) of the principal amount of Bonds tendered plus accrued interest to the specified purchase date. In order to exercise such option with respect to any Bond or portion thereof, the Owner thereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day at least seven (7) days immediately preceding the proposed purchase date, (a) notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more than two (2) Business Days after such telephonic notice, or (b) written notice of tender to the Tender Agent (which written notice of tender shall in either case be in the form provided in this Indenture or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the Owner thereof. At or before 10:00 A.M., New York time, on the specified purchase date, the Owner of each Bond as to which such written notice of tender shall have been given shall deliver each Bond to be purchased as a whole or in part and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on such Bond or in such other forms acceptable to the Tender Agent), to the Tender Agent at its designated corporate trust office, and any Bond which is not so tendered, but for which there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price thereof and all other Bonds tendered or deemed tendered for purchase on such specified purchase date, shall be deemed to have been tendered by the Owner thereof and purchased from such Owner on the specified purchase date. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the Owner thereof shall have properly exercised the option to have its Bond purchased as a whole or in part. If the date that a Bond to be purchased pursuant to this paragraph is after a Record Date but before the next succeeding Variable Rate Interest Payment Date, the Owner of such Bond shall also be required to deliver to the Tender Agent a due bill instructing that the interest due on the next succeeding Variable Rate Interest Payment Date be paid to the person who purchases such Bond on the purchase date.

If any such notice of tender for purchase shall have been given to the Tender Agent pursuant to this Section 4.1, the Tender Agent shall immediately give telephonic notice, promptly confirmed by a written notice, to the Remarketing Agent, the Bank and the Airline on the same date that the Tender Agent receives notice of the tender for purchase, if possible, or on the immediately following Business Day, specifying the principal amount of Bonds as to which notice of tender for purchase has been given and the proposed date of purchase. On the specified purchase date, the Tender Agent shall purchase, or cause to be purchased, all Bonds as to which written notices of tender for purchase have been received at a purchase price equal to the principal amount thereof plus accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be withdrawn by the Tender Agent from the Bond Purchase Fund as provided in Section 6.9 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price of all Bonds tendered or deemed to be tendered for purchase on such specified purchase date, the Owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the specified purchase date, and all such Unsurrendered Bonds shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.1 on such specified purchase date. The Bond Registrar, at the direction of the Tender Agent, shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds that are not tendered for purchase on any specified purchase date and, upon receipt of any such Unsurrendered Bonds from the Owner thereof, shall pay the purchase price of such Unsurrendered Bonds to the Owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

Section 4.2 Mandatory Tender Of Bonds.

Subject to the provisions below, on or prior to the Conversion Date the Owner of each Bond shall be required to tender such Bonds to the Tender Agent for purchase on (i) a Proposed Conversion Date, (ii) a Letter of Credit Substitution Date and (iii) a Letter of Credit Termination Date (each a "Mandatory Tender Date"), all as more fully provided in this Section 4.2.

Notice of a mandatory tender shall be prepared by the Trustee and given by the Bond Registrar by first class mail, postage prepaid, to the Owners of all Bonds at their addresses appearing on the registration books of the City maintained by the Bond Registrar, not less than thirty (30) days nor more than thirty-five (35) days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and (a) shall state that the Mandatory Tender Date is a Proposed Conversion Date or a Letter of Credit Substitution Date or a Letter of Credit Termination Date, as the case may be, and that all Bonds, shall be tendered by the Owner or Beneficial Owner thereof for purchase at or before 10:00 A.M., New York time, on such Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Tender Agent), and shall be purchased on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon, and any such Bond that is not so tendered but for which there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price thereof and of all other Bonds so tendered and deemed to be tendered for purchase on the Mandatory Tender Date, shall be deemed to have been tendered for purchase by the Owner thereof and purchased from such Owner on the Mandatory Tender Date.

All Bonds shall be tendered by the Owner thereof to the Tender Agent for purchase at or before 10:00 A.M., New York time on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering such Bonds to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Tender Agent). On the Mandatory Tender Date, the Tender Agent shall purchase, or cause to be purchased, all Bonds at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be drawn by the Tender Agent from the Bond Purchase Fund as provided in Section 6.9 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price of all Bonds tendered or deemed tendered for purchase on the Mandatory Tender Date, the Owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the relevant Mandatory Tender Date, and all such Unsurrendered Bonds shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.2 on such Mandatory Tender Date. The Tender Agent shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds that are not tendered for purchase on any Mandatory Tender Date and, upon receipt of any such Unsurrendered Bonds from the Owners thereof, shall pay the purchase price of such Unsurrendered Bonds to the Owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

Section 4.3 Procedures For Purchase Of Bonds.

Other than Bonds purchased with moneys described in Section 6.9(b)(i) hereof, which shall be cancelled by the Trustee or the Bond Registrar in accordance with Section 2.9 hereof, unless otherwise directed by the Airline not to do so, the Remarketing Agent will use its best efforts to remarket all

Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, and, when directed in writing by the Airline, to remarket all Bonds held by the Tender Agent pursuant to Section 6.9 hereof. The Airline may at any time, upon written direction to the Remarketing Agent, direct the Remarketing Agent to cease to resume the remarketing of some or all of the Bonds.

At or prior to 3:00 P.M., New York time, on the Business Day immediately preceding the applicable purchase date, the Remarketing Agent shall give notice by facsimile or telephone, promptly confirmed in writing, to the Trustee, the Airline, the Bond Registrar, the Tender Agent (to be received by the Tender Agent by the close of business on such day) and the Bank, specifying or confirming the names, addresses and taxpayer identification numbers of the new Registered Owners of, and the principal amount and denominations of, such Bonds, if any, remarketed by it pursuant to this Section 4.3, and also specifying the principal amount of Bonds to be purchased on such purchase date that it has failed to remarket (if any) and the amount of accrued interest, if any, on such Bonds. The Remarketing Agent shall make appropriate settlement pursuant to this Section 4.3 between the purchasers of such remarketed Bonds and the Tender Agent, and shall direct said purchasers by appropriate instructions to pay all moneys in immediately available funds for the purchase price of the Bonds that have been remarketed pursuant to this Section 4.3 to the Tender Agent for deposit in the Bond Purchase Fund pursuant to Section 6.8 hereof at or before 11:00 A.M., New York time, on the purchase date. The Tender Agent shall deposit the proceeds of any such remarketing in the Bond Purchase Fund pursuant to Section 6.8 hereof, and the Tender Agent shall hold and disburse such moneys pursuant to this Section 4.3 and Sections 4.4 and 6.9 hereof.

At or before 3:00 P.M., New York time, on each purchase date (or the immediately following Business Day if such purchase date is not a Business Day), the Tender Agent, but only to the extent it shall have received money for such purpose, shall:

(i) pay the purchase price to each Owner of a Bond (or portion thereof) tendered for purchase by mailing a check to the Owner, or by wire transfer to the Registered Owner thereof if the Registered Owner of a least One Million Dollars ($1,000,000) in aggregate principal amount of Bonds shall have given written notice to the Tender Agent directing the Tender Agent to make such payment of purchase price by wire transfer and identifying the location and the number of the account to which such payment should be wired. The Tender Agent shall pay each such purchase price from moneys on deposit in the Bond Purchase Fund in the manner set forth in Section 6.9 hereof; provided that the Tender Agent shall not pay or wire transfer the purchase price of any Unsurrendered Bond, unless and until the Owner of such Unsurrendered Bond presents such Unsurrendered Bond, together with an instrument of assignment or transfer duly executed in blank, to the Tender Agent; and

(ii) redeliver or cancel all Bonds in accordance with this Section 4.3 and Section 6.9 hereof.

Notwithstanding any provision herein contained to the contrary, any Bond remarketed by the Remarketing Agent that has been called for prior redemption pursuant to Article III hereof shall be redelivered with a copy of the redemption notice and any Bond as to which notice of mandatory tender has been given pursuant to Section 4.2 hereof shall be redelivered with a copy of the notice of mandatory tender.

Section 4.4 Duties Of The Tender Agent.

The Tender Agent agrees that it shall:

(a) hold all Bonds delivered to it pursuant to Section 4.1 or Section 4.2 hereof in trust solely for the benefit of the respective Owners which shall have so delivered such Bonds until moneys representing the purchase price of such Bonds shall have been delivered to or for the account of or to the order of such Owners; and

(b) subject to Section 6.10 hereof, hold all moneys delivered to it pursuant to Sections 4.3 and 6.9 hereof for the purchase of Bonds in the Bond Purchase Fund in trust solely for the benefit of the person which shall have so delivered such moneys until the purchase date; and on and after the purchase date, the Tender Agent shall hold all such moneys in the Bond Purchase Fund in trust solely for the benefit of the respective Owners of the Bonds so purchased until the Tender Agent shall have paid the purchase price with respect to such Bonds to such Owners; provided that if any moneys remain in the Bond Purchase Fund after the payment in full of the purchase price of all Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, such moneys shall be held in trust for the benefit of the Bank and the Airline, to be applied in accordance with Section 6.9(d) hereof.

Section 4.5 Duties Of The Remarketing Agent.

The Remarketing Agent shall perform the duties set out in Section 4.3 hereof. The Remarketing Agent shall not remarket any Bonds to the City or the Airline. Notwithstanding any other provision herein to the contrary, the Remarketing Agent shall be under no obligation to remarket Bonds if an Event of Default has occurred and is continuing hereunder.

Article V.

General Covenants.

Section 5.1 Payment Of Principal, Premium, If Any, And Interest.

The City covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof. The principal of, premium, if any, and interest on the Bonds are payable by the City solely and only from the Special Facility Revenues, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any other funds or assets of the City, other than such Special Facility Revenues and the right, title and interest of the City in and to the Agreement (except as otherwise provided herein) in the manner and to the extent herein specified.

Section 5.2 Corporate Existence/Compliance With Laws.

The City shall maintain its corporate existence; shall use its best efforts to maintain and renew all its rights, powers, privileges and franchises that it deems necessary in connection with the Bonds; and shall comply with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any legislative, executive, administrative or judicial body that it deems necessary in connection with the Bonds.

Section 5.3 Further Assurances.

Except to the extent otherwise provided in this Indenture, the City shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Indenture.

Section 5.4 Compliance With Code.

The City agrees and covenants that it shall at all times do and perform all acts and things necessary or desirable and within its reasonable control in order to ensure that interest paid on the Bonds shall, for the purpose of federal income taxation, continue to be excludable from the gross income of the recipients thereof and from such taxation, except in the event that such recipient is a Substantial User or a Section 147 Related Person and except further with respect to the alternative minimum tax imposed by Section 55 of the Code, the environmental tax imposed by Section 59A of the Code and the branch profits tax imposed by Section 884 of the Code.

This Indenture shall constitute a security agreement for purposes of the Uniform Commercial Code of the State. The City shall, at the Airline's expense, cause financing statements relating to the security interest granted to the Trustee pursuant to the granting clause of this Indenture to be filed, in such manner and at such places as may be required by law fully to protect the security of the Owners of the Bonds and the right, title and interest of the Trustee in and to the Trust Estate or any part thereof. The City shall execute or cause to be executed, at the Trustee's request, any and all further instruments as may be required by law or as shall reasonably be requested by the Trustee for such protection of the interests and of every additional instrument that shall be necessary to preserve the lien of this Indenture upon the Trust Estate or any part thereof until the principal of and interest on the Bonds issued hereunder shall have been paid. The Trustee shall execute or join in the execution of any such further or additional instrument and file or join in the filing thereof at such time or times and in such place or places as it may be advised by an opinion of Counsel will preserve the lien of this Indenture upon the Trust Estate or any part thereof until the Bonds shall have been paid.

Section 5.5 Performance Of Covenants.

The City covenants that it will faithfully perform on its part at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto; provided that except for the matters set forth in Section 5.1 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 Airline or by the Trustee, or shall have received the instrument to be executed. The City covenants that it is duly authorized under the Constitution and the laws of the State, including particularly the Bond Ordinance, to issue the Bonds authorized hereby and to execute this Indenture, to grant the security interest herein provided, to assign and pledge the Agreement (except as otherwise provided herein) and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the terms thereof and hereof. Anything contained in this Indenture to the contrary notwithstanding, it is hereby understood that none of the covenants of the City contained in this Indenture are intended to create a general obligation of the City.

Section 5.6 Right To Payments Under Agreement/Instruments Of Further Assurances.

The City covenants that it will defend its right to the payment of amounts due from the Airline under the Agreement to the Trustee for the benefit of Owners from time to time of the Bonds and for the benefit of the Bank against the claims and demands of all persons whomsoever; provided that the City may require that a satisfactory indemnity bond or cash deposit be furnished by the Owners of the Bonds or the Bank, as appropriate, for the reimbursement of all expenses to which it may be put and to protect it against all liability in connection herewith. The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee or the Bank may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts assigned and pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The City covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Special Facility Revenues or its rights under the Agreement.

Section 5.7 Inspection Of Books.

To the extent allowed by law, the City and the Trustee covenant and agree that all books and documents in their possession relating to the Project and the Special Facility Revenues shall at all times be open to inspection by the Owners or by the Bank or the Airline and such accountants or other agencies as the Bank or one of the other parties may from time to time designate.

Section 5.8 List Of Bondholders.

The Bond Registrar will keep on file a list of names and addresses of all Registered Owners of the Bonds on the registration books of the City maintained by the Bond Registrar, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations established by the Bond Registrar, said list may be inspected and copied by the Trustee, by the Airline, by the Bank, by the Remarketing Agent or by the Owners (or a designated representative thereof) of fifteen percent (15%) or more in aggregate principal amount of Bonds then outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee, or by any other person mandated by law.

Section 5.9 Rights Under Agreement.

The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the City and the Airline, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Airline thereunder, and the City agrees that the Trustee in its name or in the name of the City may enforce all rights of the City and all obligations of the Airline under and pursuant to the Agreement for and on behalf of the Registered Owners, whether or not the City is in default hereunder.

Section 5.10 Prohibited Activities.

Subject to the limitations on its liability as stated herein, the City covenants and agrees that it has not knowingly engaged, and will not knowingly engage, in any activities and that it has not knowingly taken, and will not knowingly take, any action that might result in any interest on the Bonds becoming includable in the gross income of the Owners thereof for purposes of federal income taxation.

Article VI.

Revenues And Funds.

Section 6.1 Source Of Payment Of The Bonds; Issuance Cost Fund.

The Bonds herein authorized and all payments to be made by the City hereunder are not general obligations of the City but are special, limited obligations payable solely and only from the Special Facility Revenues and as provided in the Agreement and in this Indenture.

The Special Facility Revenues are to be remitted directly to the Trustee for the account of the City and deposited in the Bond Fund (hereinafter created). The entire amount of said Special Facility Revenues is hereby assigned and pledged to the payment of the principal of and interest and premium, if any, on the Bonds (and as otherwise provided in this Indenture).

There is hereby created a separate fund to be named the "Issuance Cost Fund" to be held by the Trustee. Amounts in the Issuance Cost Fund shall be disbursed for Issuance Costs upon receipt of a certificate from the Airline requesting such disbursement and certifying that the entire amount requested for disbursement will be used for the payment of Issuance Costs and that, upon payment of the amount requested, a total amount not in excess of two percent (2%) of the face amount of the Bonds will have been disbursed under the Indenture for the payment of Issuance Costs. Amounts, if any, remaining in the Issuance Cost Fund shall, upon receipt from the Airline of a certificate certifying that no further amounts are required to be disbursed for Issuance Costs, be transferred to the Construction Fund and the Issuance Cost Fund shall be closed. No amount in any other fund or account created by this Indenture shall be expended for Issuance Costs.

An amount determined on the date of delivery of the Bonds of the proceeds of the initial sale of the Bonds shall be deposited in the Issuance Cost Fund, but in no case shall exceed two percent (2%) of the face amount of the Bonds.

Section 6.2 Creation Of Bond Fund.

There is hereby created by the City and ordered established with the Trustee a trust fund to be designated "City of Chicago Chicago Midway Airport Special Facility Bond Fund (American Trans Air, Inc. Project) Series 1995", which is pledged and shall be used to pay the principal of, premium, if any, and interest on the Bonds. Within the Bond Fund there is hereby ordered established an account to be designated "Bond Fund -- Letter of Credit Account".

Section 6.3 Payments Into Bond Fund.

There shall be deposited in the Bond Fund as and when received, (a) any amount in the Construction Fund directed to be paid into the Bond Fund under Section 6.7 and Article VII hereof; (b) all Special Facility Revenues; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement or the Letter of Credit that are required or that are accompanied by directions that such moneys are to be paid into the Bond Fund or the Bond Fund -- Letter of Credit Account, as the case may be.

Section 6.4 Use Of Moneys In Bond Fund; Draws On Letter Of Credit.

Except as provided in Sections 6.12 and 10.2 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of and premium, if any, on the Bonds at maturity or upon acceleration and for the redemption of the Bonds prior to maturity, and for the payment of the interest on the Bonds when due and for the payment of the obligations of the Airline under the Reimbursement Agreement, but shall not be used to pay the purchase price of any Bond tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof.

The City hereby authorizes and directs the Trustee to withdraw, from time to time, sufficient moneys from the Bond Fund to pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts. Funds for such payments of the principal of and premium, if any, and interest on such Bonds shall be derived from the following sources in the order of priority indicated:

(a) if the Letter of Credit is then in effect, all moneys derived by the Trustee from a draw under the Letter of Credit for principal of, premium, if any, and interest on the Bonds,

provided that in no event shall such moneys be used to pay the principal of, premium, if any, and interest on Purchased Bonds or Airline Bonds;

(b) moneys transferred from the Construction Fund to the Bond Fund pursuant to Section 3.3(c) of the Agreement, provided that such moneys constitute Available Moneys, to pay principal of the Bonds at maturity or upon redemption prior to maturity;

(c) Available Moneys held by the Trustee pursuant to Article VIII hereof, such moneys to be applied only to the payment or the redemption of Bonds which are deemed to be paid in accordance with Article VIII hereof;

(d) payments made by the Airline pursuant to Article VII of the Agreement, such moneys to be applied only to the redemption of Bonds, provided that such amounts constitute Available Moneys;

(e) all payments made by the Airline pursuant to Section 4.2(a) of the Agreement, and amounts derived from the investment of such amounts; and

(f) all other amounts received by the Trustee under and pursuant to the Agreement or from any other source when required or accompanied by directions by the Airline that such amounts are to be paid into the Bond Fund, and amounts derived from the investment of such amounts.

If the Letter of Credit is then in effect, on the Business Day immediately preceding the date on which any principal and/or interest shall become due on the Bonds, whether upon any Interest Payment Date, at maturity, upon the date fixed for redemption or upon maturity by declaration of acceleration of the Bonds, the Trustee shall, without making any prior claim or demand upon the Airline, draw under and in accordance with the Letter of Credit so as to receive moneys thereunder in an amount which shall be equal to the amount of principal and interest coming due on the Bonds on the date such payment is due; provided that such draw upon a declaration of acceleration shall be as soon as possible and in no event later than three (3) Business Days after such declaration of acceleration; and provided further that the Trustee shall not draw under the Letter of Credit to pay the principal of and/or interest on any Bonds held by the Tender Agent pursuant to Section 6.9 hereof or any Airline Bonds. Any such moneys drawn under the Letter of

Credit shall be deposited and held in the Bond Fund -- Letter of Credit Account which shall be a separate, segregated account in the Bond Fund, and shall not be commingled with other moneys in the Bond Fund. If for any reason funds are not available under the Letter of Credit for payment of principal and/or interest due on the Bonds on any such date, the Trustee shall immediately request from the Airline funds sufficient to make all such payments of principal and/or interest on the Bonds pursuant to Section 4.2(a) of the Agreement by directing that the Airline deposit such funds with the Trustee at its principal corporate trust office.

If the Letter of Credit is then in effect, all payments by the Airline under Section 4.2(a) of the Agreement and deposited into the Bond Fund pursuant to clause (e) above shall be paid by the Trustee to the Bank and applied against the Airline's obligation to reimburse the Bank for draws under the Letter of Credit under the Reimbursement Agreement. Immediately following any draw under the Letter of Credit, the Trustee shall give notice by facsimile or telephone, promptly confirmed in writing, to the Airline specifying or confirming the amount so drawn on the Letter of Credit.

Section 6.5 Custody Of Bond Fund.

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

Section 6.6 Creation Of Construction Fund.

There is hereby created and established with the Trustee a trust fund in the name of the City to be designated the "City of Chicago Chicago Midway Airport Special Facility Revenue Bonds Construction Fund (American Trans Air, Inc. Project) Series 1995", which shall be expended in accordance with the provisions of Sections 3.3 and 3.4 of the Agreement and Section 6.7 hereof.

Section 6.7 Payments Into Construction Fund; Disbursements.

After the deposit in the Issuance Cost Fund pursuant to Section 6.1, the net proceeds of the Bonds as well as any investment earnings from the Issuance Cost Fund in excess of the two percent (2%) limitation, shall be deposited in the Construction Fund, as provided in Section 2.2 hereof.

The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs is or has been filed as provided in Section 3.4 of the Agreement, the Trustee shall file an accounting thereof with the City or the Airline upon the written request of the City or the Airline, as the case may be. The completion of the Project and payment or provision made for payment of the full Cost of the Project shall be evidenced by the filing with the Trustee of a certificate required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Construction Fund on the Completion Date shall be used in accordance with said Section 3.4. If the Airline should prepay installments in whole pursuant to Section 7.1 or 7.2 of the Agreement, or if an Event of Default shall occur and be continuing hereunder, any balance then remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

Section 6.8 Creation And Sources Of Bond Purchase Fund.

There is hereby created by the City and ordered established with the Tender Agent, as agent of the Trustee, a trust fund to be designated the "City of Chicago Chicago Midway Airport Special Facility Revenue Bonds Bond Purchase Fund (American Trans Air, Inc. Project) Series 1995", which shall be used to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of this Indenture. The Tender Agent, as agent of the Trustee, shall hold all moneys on deposit in the Bond Purchase Fund in trust as provided in Section 4.4 hereof. The Trustee hereby appoints the Tender Agent to serve as its agent for such purpose. The Tender Agent shall notify the Trustee by 11:15 A.M. New York City time on the purchase date, confirmed in writing, of the amount of funds received described in clause (i) below, with respect to such purchase date.

There shall be paid into the Bond Purchase Fund, as and when received:

(i) the proceeds of the remarketing of Bonds by the Remarketing Agent pursuant to Section 4.3 of this Indenture (which proceeds shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(ii) all moneys drawn by the Trustee, or the Tender Agent as agent of the Trustee, under the Letter of Credit for the purpose of paying such purchase price (all of which moneys shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(iii) all payments made directly by the Airline pursuant to Section 4.2(a)(iv) of the Agreement (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund); and

(iv) all other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture, the Agreement, the Letter of Credit or otherwise that are required or that are accompanied by directions that such moneys are to be paid into the Bond Purchase Fund (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund).

Section 6.9 Use Of Moneys In The Bond Purchase Fund.

(a) Except as provided in this Section 6.9 or Section 6.12 of this Indenture, moneys in the Bond Purchase Fund shall be used solely for the payment of the purchase price of Bonds tendered or deemed to be tendered for purchase on any purchase date pursuant to Section 4.1 or Section 4.2 of this Indenture and to pay any obligations of the Airline under the Reimbursement Agreement.

(b) On each purchase date (or, if such purchase date is not a Business Day, on the immediately following Business Day), the Tender Agent shall pay the purchase price of Bonds tendered for purchase from moneys on deposit in the Bond Purchase Fund from funds derived from the following sources in the order of priority indicated:

(i) proceeds of the remarketing of such Bonds pursuant to Section 4.3 hereof which constitute Available Moneys;

(ii) if the Letter of Credit is then in effect, moneys derived from a draw under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase;

(iii) any other moneys on deposit in the Bond Purchase Fund that constitute Available Moneys;

(iv) payments made by the Airline pursuant to Section 4.2(a)(iv) of the Agreement; and

(v) any other moneys received by the Trustee that are required to be paid into the Bond Purchase Fund or that are accompanied by instructions that such moneys be paid into the Bond Purchase Fund.

Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (ii) above ("Purchased Bonds") shall be registered in the name of the Airline, shall be held by the Tender Agent in trust for the account of the Airline, and shall not be transferred or exchanged by the Tender Agent until (A) the Tender Agent has received from the Bank notice in writing, by telecopy or tested telex, that the Airline has reimbursed the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds, pursuant to the Reimbursement Agreement, and that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds, or (B) the Remarketing Agent shall have given the Tender Agent notice by telephone, promptly confirmed in writing, that such Bonds have been remarketed by the Remarketing Agent, and the Tender Agent shall have moneys in an amount sufficient to reimburse the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds, which moneys are on deposit in the Bond Purchase Fund, and the Bank has given the Tender Agent notice in writing, by telecopy or tested telex that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds; and in either event, the Tender Agent may then release such Bonds, and register the transfer of such Bonds at the direction of the Airline in the event of (A) above or in the names of the new Registered Owners thereof as shall be provided by the Remarketing Agent by telephone or facsimile, promptly confirmed in writing, in the manner set forth in Section 4.3 hereof, in event of (B) above. Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (iii) above shall, at the direction of the Airline, be held by the Tender Agent for the account of the Airline and registered in the name of the Airline or be cancelled.

(c) If the Letter of Credit is in effect on a purchase date (or, if such day is not a Business Day, on the immediately following Business Day), and the funds available under clause (i) of subsection (b) above for the payment of the purchase price of the Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of this Indenture on such purchase date are not sufficient to pay the purchase price of such Bonds in full at or before 11:15 A.M., New York time, on such purchase date, the Trustee shall, without making any prior demand or claim upon the Airline, make a drawing under the Letter of Credit before 12:00 Noon, New York time, and the Bank shall make payment under the Letter of Credit to the Tender Agent at or before 2:00 P.M., New York City time, in immediately available funds which funds will be wired directly from the Bank to the Tender Agent, in an amount which will be sufficient, together with the funds available under such clause (i) of subsection (b) above, to pay the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day). If for any reason funds are not available under the Letter of Credit for payment of the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day), the Trustee shall immediately request the Airline funds sufficient to pay the purchase price of such Bonds pursuant to Section 4.2(a)(iv) of the Agreement by directing that the Airline deposit such funds with the Tender Agent at its principal corporate trust office.

(d) Notwithstanding any other provision of this Indenture to the contrary, if that (i) the Remarketing Agent shall remarket any Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof and the proceeds of such remarketing are received by the Tender Agent after the Trustee has made a drawing under the Letter of Credit to pay the purchase price of such Remarketed Bonds, pursuant to subsection (c) above, or (ii) the Remarketing Agent shall subsequently remarket any Bonds held by the Tender Agent for the account of the Airline and registered in the name of the Airline, the purchase price of which Bonds were paid by the Tender Agent as a result of a drawing under the Letter of Credit, pursuant to subsection (b) above, then all proceeds of any such remarketing which necessitated a drawing under the Letter of Credit (or that would otherwise be payable to the Airline as the Registered Owner of the Bonds) shall be paid by the Tender Agent to the Bank to satisfy the obligations of the Airline under the Reimbursement Agreement, relating to such drawing under the Letter of Credit. The Trustee and the Tender Agent shall immediately notify the Bank by telecopy or telephone, promptly confirmed in writing, that such proceeds are on deposit in the Bond Purchase Fund, and the Bank shall certify to the Trustee the amount of the obligation of the Airline under the Reimbursement Agreement relating to such drawing under the Letter of Credit. When such obligations of the Airline to the Bank under the Reimbursement Agreement have been satisfied, then all such moneys remaining in the Bond Purchase Fund shall be paid to the Airline.

Section 6.10 Non-Presentment Of Bonds.

If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, or on the date set for purchase of such Bond pursuant to Section 4.1 or Section 4.2 hereof, then if funds sufficient to pay or purchase such Bond shall have been made available to the Tender Agent, all liability of the City for the payment of such Bond and all liability of the Airline for the purchase of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Tender Agent to hold such fund or funds, without liability of interest thereon, for the benefit of the Owner of such Bond or the Owner of such Unsurrendered Bond, as the case may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. Subject to applicable law, any moneys so deposited with and held by the Tender Agent for the benefit of such persons, if any, for two (2) years after the date upon which such moneys were so deposited, shall be paid to the Airline or to the Bank as provided in Section 6.12 hereof, on written request of the Airline or the Bank, as the case may be, and thereafter such persons shall look only to the Airline for the purpose of payment from such moneys and the Tender Agent shall have no further liability with respect to such moneys.

Section 6.11 Moneys To Be Held In Trust.

All moneys required to be deposited with or paid to the Trustee for the account of the Bond Fund and the Construction Fund and moneys deposited with or paid to the Tender Agent for the account of the Bond Purchase Fund under any provision of this Indenture shall be held by the Trustee and the Tender Agent in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and except for moneys deposited with or paid to the Trustee for the payment of interest on specific Bonds, and except for moneys held in trust in the Bond Purchase Fund, and except for moneys that have been deposited with the Trustee pursuant to Article VIII hereof, while held by the Trustee and Tender Agent constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 6.12 Repayment To The Airline And The Bank From Bond Fund And Bond Purchase Fund.

Except as otherwise provided in Section 6.9(d) hereof, any amounts remaining in the Bond Fund, the Bond Purchase Fund or any other fund or account established pursuant to this Indenture after payment in full of the Bonds (or provision therefor having been made in accordance herewith) other than Bonds held by the Tender Agent pursuant to Section 6.9(b) hereof, the purchase price of all Bonds tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof, the payment of the fees, charges and expenses of the Trustee, the Bond Registrar and all other amounts required to be paid hereunder and under the Agreement and the Letter of Credit, shall be paid to the Airline or the Bank, as provided in Section 8.5 of the Agreement, and at such time the Note shall be cancelled and delivered to the Airline.

Section 6.13 Additional Payments Under The Agreement.

Pursuant to Section 4.2(c) of the Agreement the Airline has agreed to pay as provided therein fees and expenses of the Trustee and the Tender Agent. All such additional payments received by the Trustee shall not be paid into the Bond Fund or the Bond Purchase Fund, but shall be disbursed by the Trustee solely for the purposes for which said additional payments are received. The Trustee hereby agrees to make such disbursements.

Article VII.

Investment Of Moneys.

Any moneys held as part of the Construction Fund or the Bond Fund shall be invested and reinvested by the Trustee at the direction of the Airline in accordance with the provisions of Section 3.6 of the Agreement. Any moneys derived from a drawing under the Letter of Credit and deposited in the Bond Fund (including any moneys held for the payment of a particular Bond and any income derived from the investment of such moneys), if invested or reinvested, shall be invested or reinvested in Governmental Obligations that mature in not more than thirty (30) days or as needed to make timely payment of principal and interest on the Bonds. The Trustee may make any and all such investments through its own bond department. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund for which they were made. The interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any net loss resulting from such investments shall be charged to such fund. Notwithstanding the foregoing, interest accruing thereon and profits realized from investments in the Construction Fund shall be initially credited to such fund and then transferred to the Bond Fund pursuant to Sections 6.3 and 6.7 hereof. The Trustee, at the direction of the Airline, shall sell and reduce to cash a sufficient amount of such investments of the Construction Fund, as specified in such direction, whenever the cash balance in the Construction Fund is insufficient to pay a requisition when presented. The Trustee shall sell and reduce to cash a sufficient amount of such investments of the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, and interest on the Bonds when due; provided, that the Trustee shall first sell and reduce to cash those investments of the Bond Fund that mature earliest.

Any moneys held as part of the Bond Purchase Fund shall not be invested or reinvested by the Tender Agent.

Article VIII.

Discharge Of Lien.

If the City shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the Owners from time to time of the Bonds, the principal, premium, if any, and interest due or to become due thereon on the dates and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, and the Airline shall pay or cause to be paid all obligations of the Airline to reimburse the Bank for drawings under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof which reimbursement is not then due and payable under the Reimbursement Agreement) and other amounts due and payable to the Bank under the Reimbursement Agreement and the Airline shall pay or cause to be paid all obligations of the Airline to the City, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the liens of this Indenture shall be canceled and except amounts in the Bond Fund or the Bond Purchase Fund required to be paid to the Bank under Section 6.12 hereof, all amounts held hereunder shall be paid to the Airline. Upon such discharge, the Trustee shall cancel the Letter of Credit and return it to the Bank.

On or after the Conversion Date, any Bond shall be deemed to be paid within the meaning of this Article VIII when payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption prior to maturity as provided in this Indenture or upon payment of the purchase price on a purchase date, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (1) Available Moneys sufficient to make such payment, or (2) Governmental Obligations (provided that in the opinion of Bond Counsel such deposit will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Bonds or cause any of the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code) maturing as to principal and interest in such amounts and on such dates as will provide sufficient moneys without reinvestment to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made and all other liabilities of the Airline under the Agreement shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. There shall be no defeasance during the Variable Rate Period and no defeasance shall be effective during the Fixed Rate Period until the Trustee shall receive prior written evidence from each Rating Agency that such deposit referred to in the prior sentence will not cause a reduction or withdrawal of the then current rating on the Bonds. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes set forth in Sections 2.7 and 2.8 hereof and any such payment from such moneys or Governmental Obligations on the date or dates specified at the time of such deposit.

Notwithstanding the foregoing, in the case of Bonds that by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Airline, on behalf of the City, shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal (and premium, if any) of each such Bond is to be paid, whether at maturity or on a redemption date (which may be any redemption date permitted by this Indenture);

(b) to direct the Bond Registrar to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to clause (a) hereof; and

(c) to direct the Bond Registrar to mail, as soon as practicable, in the manner prescribed by Article III hereof, a notice to the Owners of such Bonds that the deposit required by clause (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article VIII and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in clause (a) hereof.

Any moneys so deposited with the Trustee as provided in this Article VIII may at the written direction of the Airline also be invested and reinvested in Governmental Obligations, maturing in the amounts and on the dates as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article VIII that is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys are deposited, shall be deposited in the Bond Fund as and when collected for use and application as are other moneys deposited in that fund.

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

Notwithstanding the release and discharge of the lien of this Indenture as provided above, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, redemption provisions, tender and purchase provisions, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost, stolen or Unsurrendered Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, redemption of Bonds and the duties of the Trustee, the Bond Registrar, the Tender Agent, the Paying Agent and the Remarketing Agent in connection with all of the foregoing, remain in effect and shall be binding upon the Trustee and the Owners of the Bonds.

Article IX.

Default Provisions And Remedies Of Trustee And Bondholders.

Section 9.1 Defaults; Events Of Default.

If any of the following events occur, it is hereby declared to constitute an "Event of Default" hereunder:

(a) failure to pay interest on any Bond when such interest shall have become due and payable;

(b) failure to pay the principal of, or premium, if any, on any Bond, when due, whether at the stated maturity thereof or upon proceedings for redemption thereof;

(c) failure to pay when due the purchase price of any Bond tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof when due;

(d) receipt by the Trustee, not later than the last day provided for in the Letter of Credit on which the Bank can give notice preventing a reinstatement of the Letter of Credit following a drawing under the Letter of Credit to pay regularly scheduled interest on the Bonds of written notice by the Bank that the Airline has not reimbursed the Bank for such drawing or of the occurrence of an "Event of Default" under the Reimbursement Agreement, and, that as a consequence of either of the above, the Bank will not reinstate the Letter of Credit with respect to such drawing;

(e) receipt by the Trustee of written notice from the Bank of the occurrence of an "Event of Default" under the Reimbursement Agreement and requesting the Trustee to accelerate the Bonds;

(f) failure to perform or observe any other of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.12 hereof; or

(g) the occurrence of an "Event of Default" under the Agreement.

Section 9.2 Acceleration.

Upon (i) the occurrence of an Event of Default under Section 9.1(d) or Section 9.1(e), the Trustee shall, or (ii) the occurrence of any other Event of Default hereunder the Trustee may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of Bonds then Outstanding shall, declare the principal of all Bonds then Outstanding and the interest accrued thereon to the date of such declaration immediately due and payable (and interest on the Bonds shall cease to accrue from and after the date of declaration of acceleration), and such principal, interest, and any premium the City shall have become obligated to pay prior to such date, if any, shall thereupon become and be immediately due and payable; provided that so long as a Letter of Credit is in effect and the Bank has not failed to honor a properly presented and conforming drawing thereunder, no acceleration shall be declared under subsection (ii) of this Section 9.2 by reason of a default under Sections 9.1 (a), (b), (c), (f) or (g) hereof without the prior written consent of the Bank. Upon any declaration of acceleration hereunder the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable under Section 4.2(a) of the Agreement, and, if the Letter of Credit is then in effect, the Trustee shall as soon as possible and in no event later than three (3) Business Days after such declaration, draw under the Letter of Credit to the fullest extent permitted by the terms thereof to pay the principal of, and accrued interest on, the Bonds and shall fix the date upon which funds shall be applied as provided in Section 9.7 hereof. As soon as practicable upon any such declaration of acceleration, the Trustee shall give written notice thereof to the City, the Airline, the Tender Agent and the Remarketing Agent; provided, that failure to give such notice shall not affect the validity or effectiveness of such declaration.

Section 9.3 Other Remedies; Rights Of Bondholders.

Upon the occurrence of an Event of Default hereunder the Trustee may, in addition or as an alternative to the remedy provided for in Section 9.2 hereof, pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding. If an Event of Default shall have occurred, and if requested so to do by the Owners of a majority in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 10.1(1) hereof, the Trustee shall and in its own name:

(a) by mandamus, other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, including the right to require the City to collect the amounts payable under the Agreement and to require the City to carry out any other provisions of this Indenture for the benefit of the Bondholders and to perform its duties under the Act;

(b) pursue any and all remedies available to it under the Agreement;

(c) bring suit upon the Bonds;

(d) by action or suit in equity require the City to account as if it were the trustee of an express trust for the Bondholders; and

(e) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the City (or to the Registered Owners) 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 the City or to the Registered Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default hereunder 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 such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Registered Owners, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 9.4 Right Of Bank And Bondholders To Direct Proceedings.

Subject to the provisions of Section 10.1(1) hereof, anything in this Indenture to the contrary notwithstanding, the Bank or the Owners of a majority in aggregate principal amount of the 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 for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture and shall not result in the personal liability of the Trustee; and provided further that the Bank shall have no such right to direct proceedings relating to remedies against the Bank, including any drawing under the Letter of Credit. In the event of conflict between the directions of the Bank and those of the Registered Owners with respect to an Event of Default, the directions of the Bank shall prevail so long as the Bank has not failed to honor a properly presented and conforming drawing under the

Letter of Credit. The Trustee may take any other action under this Indenture that is not inconsistent with such direction.

Section 9.5 Appointment Of Receivers.

Upon the occurrence of an Event of Default hereunder and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Registered Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.6 Waiver.

Upon the occurrence of an Event of Default hereunder, to the extent that such rights may then lawfully be waived, neither the City, nor anyone claiming through or under the City, shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the City, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 9.7 Application Of Moneys.

All moneys (other than moneys derived from a drawing under the Letter of Credit) received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX or pursuant to Section 6.9 hereof shall, after payment to the Trustee and the Bond Registrar of all amounts due and payable pursuant to Section 10.2 hereof and after payment of all expenses of the Trustee incurred in connection with litigation against the Bank resulting from the Bank's failure to honor a properly presented drawing under the Letter of Credit, be deposited in the Bond Fund; all moneys derived from a drawing under the Letter of Credit to pay principal of and interest on the Bonds shall be deposited in the Bond Fund -- Letter of Credit Account, a separate, segregated account in the Bond Fund; and all moneys in the Bond Fund (other than moneys held for the payment of a particular Bond) during the continuation of an Event of Default hereunder shall be applied in the order of priority set forth in Section 6.4 hereof, as follows:

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

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

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

Third -- To the payment of the obligations of the Airline due and owing to the Bank under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, which reimbursement is not then due and payable under the Reimbursement Agreement); and

Fourth -- To the payment of the principal of, premium, if any, and interest on Airline Bonds in the same manner as above provided.

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

First -- To the payment of the principal and interest then due and unpaid the Bonds (other than Airline Bonds), without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond (other than Airline Bonds), ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege; and

Second -- To the payment of the obligations of the Airline due and owing under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 thereof, which reimbursement is not due and payable under the Reimbursement Agreement); and

Third -- To the payment of principal of and interest on Airline Bonds in the same manner.

(c) If the principal of all of the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of Section 9.7(b) hereof in the event that the principal of all of the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.7(a) hereof.

Subject to the provisions of Section 10.2 hereof, whenever moneys are to be applied pursuant to the provisions of this Section 9.7, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue; provided, that in the event the Trustee shall declare an acceleration and shall draw under the Letter of Credit to pay the principal of and accrued interest on the Bonds, pursuant to Section 6.4 hereof, the Trustee shall fix the date upon which such application is to be made, which date shall be the date of such drawing under the Letter of Credit. 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, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.8 Remedies Vested In Trustee.

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

Section 9.9 Rights And Remedies Of Bondholders.

No Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or Agreement or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder or thereunder, unless a default has also occurred and the Trustee has been notified as provided in Section

10.1(h) hereof, or by said subsection it is deemed to have notice, nor unless such default shall have become an Event of Default hereunder and the Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.1(1), nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name for sixty (60) days after such notification, request, and offer of indemnification; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture or the Agreement, or for the appointment of a receiver or for any other remedy hereunder or thereunder; it being understood and intended that not one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder or thereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Owners of all Bonds then Outstanding. Nothing contained in this Indenture, however, shall affect or impair the right of any Registered Owner to enforce the payment of the principal or, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the City to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective Owners thereof on the date, at the place, from the source and in the manner in the Bonds expressed, or the payment of the purchase price of any Bond that is due and payable, subject to the rights of the Bank as set forth in Section 9.4 hereof.

Section 9.10 Termination Of Proceeding.

In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder respectively with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceeding had been taken.

Section 9.11 Waivers Of Events Of Default.

The Trustee may at its discretion waive any Event of Default hereunder and its consequences, other than any Event of Default under Sections 9.1(d) or (e) hereof, the waiver of which shall require the prior written consent of the Bank provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit, and rescind any declaration of acceleration of principal, and shall do so upon the written request of the Owners of (1) a majority in aggregate principal amount of all the Bonds then Outstanding in respect of which default in the payment of principal or interest, or both, exists, or in respect of which a default in the payment of the purchase price exists, or (2) a majority in aggregate principal amount of all Bonds then Outstanding in the case of any other default; provided that there shall not be waived (a) any default in the payment of the principal of or premium, if any, on any Outstanding Bonds at the date of maturity specified therein or redemption prior to maturity, or (b) any default in the payment when due of the interest on any such Bonds, or (c) any default in the payment when due of the purchase price of any such Bonds tendered or deemed to be tendered for purchase under Section 4.1 or Section 4.2 hereof unless prior to such waiver or recission, all arrears of principal or interest, or both, with interest, to the extent permitted by law, as in the Bonds provided on overdue installments or all arrears of payments of such purchase price, as the case may be, and all expenses of the Trustee, in connection with such default shall have been paid or provided for; provided, that if the Trustee shall have made a drawing under the Letter of Credit in connection with any such Event of Default to be so waived, no such waiver shall be effective during the Variable Rate Period until the Letter of Credit shall have been reinstated to an amount equal to the outstanding principal amount of the Bonds plus interest thereon for ____________ (____) days at the Cap Rate; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon; provided further, that a waiver of any "Event of Default" under the Reimbursement Agreement by the Bank and a rescission and annulment of its consequences by the Bank and (if the Event of Default hereunder is the event described in Section 9.1(d) or Section 9.1(e) hereof), a reinstatement of the Letter of Credit shall, upon written notice, delivered to the Trustee from the Bank of such waiver, rescission, annulment and reinstatement, constitute a waiver of the corresponding Event of Default hereunder and a rescission and annulment of the consequences thereof.

Section 9.12 Notice Of Defaults Under Section 9.1(f); Opportunity Of The City And The Airline To Cure Such Defaults.

Anything herein to the contrary notwithstanding, no default under Section 9.1(f) hereof shall constitute an Event of Default hereunder until notice of such default by registered or certified mail, return receipt requested, shall be given to the City, the Airline, the Bank and Remarketing

Agent by the Trustee or to the City, the Airline, the Trustee, the Tender Agent, the Bank and the Remarketing Agent by the Owners of not less than a majority in aggregate principal amount of all Bonds then Outstanding, which notice shall specify such default, request that said default be remedied and state that such notice is a "Notice of Default" hereunder and the City and the Airline shall have had ninety (90) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period.

With regard to any default concerning which notice is given to the City, the Airline, the Bank and the Remarketing Agent under the provisions of this Section 9.12, the City hereby grants the Airline full authority for the account of the City to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the City with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts and with power of substitution.

Section 9.13 Remedies Not Exclusive.

No remedy herein conferred is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Article X.

Trustee, Bond Registrar, Tender Agent And Remarketing Agent.

Section 10.1 Acceptance Of Trusts.

The Trustee and the Bond Registrar hereby accept the respective trusts imposed upon them by this Indenture and agree to perform said trusts and all ministerial duties and obligations of the City under the Agreement and this Indenture, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after any and all Events of Default that may have occurred hereunder have been cured by the appropriate party, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If an Event of Default has occurred hereunder (that has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee and the Bond Registrar may execute any of the trusts or powers hereof and perform any of their respective duties by or through attorneys, agents, receivers or employees, but shall, in the case of attorneys, agents, receivers or employees, not be answerable for the conduct of the same if appointed by the Trustee or the Bond Registrar in good faith and without negligence, and shall be entitled to advice of counsel concerning its duties hereunder and thereunder, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder or thereunder in good faith in reliance thereon, and may in all cases pay such reasonable compensation to all such attorneys, agents and receivers as may reasonably be employed in connection with the trusts hereof or thereof.

(c) The Trustee and the Bond Registrar shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of the Authenticating Agent endorsed on the Bonds and the legend required by Section 2.2 hereof), or for the validity of the execution by the City of this Indenture or any supplemental indentures hereto, or of any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. In purchasing Bonds hereunder, the Tender Agent shall be acting as a conduit and shall not be purchasing Bonds for its own account. No provision of this Indenture shall require the Tender Agent to expend or risk its own funds.

(d) The Trustee and the Bond Registrar shall not be accountable for the use of the proceeds of any Bonds authenticated or delivered hereunder. The Trustee or the Bond Registrar may become the Owner of Bonds secured hereby with the same rights which it would have if not the Trustee or the Bond Registrar.

(e) The Trustee and the Bond Registrar shall be protected in acting upon any requisition, notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed in good faith to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee and the Bond Registrar pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon such Owner and all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof or on registration of transfer thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee and the Bond Registrar shall be entitled to rely upon a certificate signed by a member or an authorized officer of the City or an Authorized Airline Representative under the Agreement as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by Section 10.1(h) it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee and the Bond Registrar may accept a certificate of an officer of the City under the seal of the City to the effect that an authorization in the form therein set forth has been adopted by the City as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee and the Bond Registrar to do things enumerated in this Indenture shall not be construed as a duty and neither the Trustee nor the Bond Registrar shall be answerable for other than their negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made by Article V hereof, unless the Trustee shall be specifically notified in writing of such default by the City, the Bank or by the Owners of at least a majority in aggregate principal amount of Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the principal corporate trust office of the Trustee (unless otherwise provided in the Bonds and this Indenture), and in the absence of such notice so delivered the Trustee my conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times and after reasonable notice has been provided, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and with regard thereto as may be desired provided no undue interruption results therefrom.

(j) The Trustee and the Bond Registrar shall not be required to give any bond or surety in respect of the execution of said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture and the Agreement with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture and the Agreement, the

Trustee or the Bond Registrar shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by the Trustee or the Bond Registrar deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action hereunder, the Trustee may require that a satisfactory indemnity bond be furnished by such Owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its failure to comply with the standard of care prescribed by Section 10.1(a) hereof in the case of actions referred to in Sections 9.3, 9.4 and 9.5 hereof, and, in the case of an action referred to in Section 10.4 hereof, liability which is adjudicated to have resulted from its negligence or willful misconduct. Not withstanding anything contained herein to the contrary, the Trustee is required to draw on the Letter of Credit pursuant to its terms and without indemnification from any party.

Section 10.2 Fees, Charges, Indemnities And Expenses Of The Trustee, The Bond Registrar And The City.

The Trustee, the Bond Registrar and the City shall be entitled to payment and reimbursement for reasonable fees for their respective services rendered hereunder and all advances, counsel fees and other expenses reasonably made or incurred by the Trustee, the Bond Registrar and the City in connection with such services and in connection with entering into this Indenture, including any such fees and expenses incurred in connection with action taken under Article IX hereof. The Trustee, the Bond Registrar and the City shall also be entitled to payment of their reasonable fees, charges and expenses if provision for the payment of the Bonds is made pursuant to Article VIII hereof. The Trustee and the City shall have a first lien for the foregoing fees, charges and expenses with right to enforce such lien for payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate (other than moneys derived from a drawing under the Letter of Credit or held for the payment of particular Bonds whether or not such payment is then due and owing) for the foregoing fees, charges and expenses incurred by it. The Trustee shall have no such lien for such fees, charges and expenses on moneys in the Bond Purchase Fund or otherwise held hereunder for the payment of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase. Notwithstanding anything herein to the contrary, including the failure to pay fees and expenses, the Trustee shall at all times be required to (i) pay, to the extent moneys are on deposit under this Indenture and available therefor, principal of, premium, if any, and interest on the Bonds when due at maturity, upon redemption prior to maturity, acceleration or otherwise, (ii) to make drawings under the Letter of Credit, when required to do so by the terms of this Indenture, and (iii) to accelerate payment of the principal of and interest on the Bonds when required to do so by the terms of this Indenture.

Section 10.3 Notice To Bondholders If Default Occurs.

If a default occurs of which the Trustee is by Section 10.1(h) hereof required to take notice or if notice of default be given as therein provided, then the Trustee shall promptly give written notice thereof to the Bond Registrar, the Bank, the Remarketing Agent, the Airline and the Tender Agent, and the Bond Registrar shall promptly give written notice thereof by first class mail, postage prepaid, to the Owner of each Bond as shown by the list of Registered Owners required by the terms of Section 5.8 hereof to be kept at the office of the Trustee.

Section 10.4 Intervention By The Trustee.

In any judicial proceeding to which the City is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Owners from time to time of the Bonds, the Trustee may intervene on behalf of Registered Owners and shall do so if requested in writing by the Owners of at least a majority of the aggregate principal amount of Bonds then Outstanding.

Section 10.5 Successor Trustee, Bond Registrar Or Tender Agent.

Any corporation or association into which the Trustee, Bond Registrar or Tender Agent may be converted or merged, or with which be consolidated, or to which any one of them may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversation, merger or consolidation to which any one of them is a party, shall be and become successor Trustee, Bond Registrar or Tender Agent hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Any such successor Trustee, Bond Registrar or Tender Agent shall give notice thereof to the City, the Airline, the Bank and the Remarketing Agent.

Section 10.6 Resignation By The Trustee, Bond Registrar Or Tender Agent.

The Trustee, Bond Registrar or Tender Agent and any successor Trustee, Bond Registrar or Tender Agent may at any time resign from the trusts hereby created by giving thirty (30) days written notice by first class mail, postage prepaid, to the City, the Airline, the Bank, the Remarketing Agent and the Owner of each Bond as shown by the list of Registered Owners required by Section 5.8 hereof to be kept by the Bond Registrar, provided that such resignation shall only take effect when a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, has been appointed pursuant to Section 10.8.

Section 10.7 Removal Of The Trustee, Bond Registrar Or Tender Agent.

The Trustee, Bond Registrar or Tender Agent may be removed at any time (subject to the appointment of a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, pursuant to Section 10.8 hereof), by an instrument or concurrent instruments in writing delivered to the Trustee, to the Bond Registrar, to the Tender Agent, to the City, to the Airline, to the Bank and to the Remarketing Agent, and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, provided that no such removal shall take effect until a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, has been appointed pursuant to Section 10.8.

Section 10.8 Appointment of Successor Trustee, Bond Registrar Or Tender Agent By Bondholders Or City.

If the Trustee, Bond Registrar or Tender Agent hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or if it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, a successor may with the prior written consent of the Airline (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Airline, the Bank and the Remarketing Agent. Pending such appointment by the Bondholders, the City may, with the consent of the Airline (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the City, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the

Tender Agent or successor Tender Agent, the Airline, the Bank and the Remarketing Agent. If the City fails to act pursuant to the previous sentence, the Airline may (to the extent no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized officer of the Airline, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the City, the Bank and the Remarketing Agent. If the Registered Owners and the City or Airline fail to so appoint a successor Trustee, Bond Registrar or Tender Agent hereunder within forty-five (45) days after the Trustee, Bond Registrar or Tender Agent has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Trustee, Bond Registrar or Tender Agent shall have the right to petition a court of competent jurisdiction to appoint a successor hereunder. Every such Trustee, Bond Registrar or Tender Agent appointed pursuant to the provisions of this Section 10.8 shall be a trust company or bank in good standing in the state of its incorporation and have a reported capital and surplus of not less than Fifty Million Dollars ($50,000,000) if there be such an institution willing, qualified and able to accept the trust upon customary terms. Notwithstanding any of the provisions of this Article X to the contrary concerning the resignation or removal of the Trustee or the appointment of a successor Trustee, no such resignation, removal or appointment shall be effective until the Bank shall have issued and delivered to the successor Trustee (i) a substitute Letter of Credit in substantially the same form as the existing Letter of Credit, but in favor of the successor Trustee, whereupon the retiring Trustee shall simultaneously return the Letter of Credit then held by it to the Bank for cancellation, or (ii) an amendment to the existing Letter of Credit, evidencing transfer thereof in all respects to the successor Trustee, to the extent permitted by law and by the terms of the Letter of Credit.

Section 10.9 Concerning Any Successor Trustee.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder or thereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby or thereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder and thereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have filed or recorded.

Section 10.10 Appointment Of A Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Agreement or the Letter of Credit, and in particular in case of the enforcement of any of them on default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies granted herein or in the Agreement to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action that may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint, with the consent of the Airline (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) and the Bank, an additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section 10.10 are adapted to these ends.

If the Trustee appoints an additional individual or institution as a separate trustee or co-trustee, in the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers, trusts and remedies herein granted to the Trustee or to hold title to the Trust Estate or to take any other action that may be necessary or desirable in connection there with, each and every remedy, power, right, obligation, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be imposed upon, exercised by or voted in or conveyed to the Trustee with respect thereto shall be imposed upon, exercisable by and vest in such separate trustee or co-trustee, but only to the extent necessary to enable such separate trustee or co-trustee to exercise such powers, rights, trusts and remedies, and every covenant and obligation necessary to the exercise thereof by such separate trustee or co-trustee shall run to and be enforceable by either of them. Such separate trustee or co-trustee shall deliver an instrument in writing acknowledging and accepting its appointment hereunder to the City, the Trustee, the Airline, the Bank and the Remarketing Agent.

Should any instrument in writing from the City be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. If the City shall fail to deliver the same within fifteen (15) days of such request, the Trustee is hereby appointed attorney-in-fact for the City to execute, acknowledge and deliver such instruments in the City's name and stead. If any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the states, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 10.11 Remarketing Agent.

The City and the Airline shall, with the consent of the Bank, which consent shall not be unreasonably withheld, appoint the Remarketing Agent, subject to the conditions hereinafter set forth, and the Remarketing Agent shall act as the agent of the City in determining the Variable Rate and the Fixed Rate pursuant to Section 2.2 hereof, and shall act as the agent of the Airline in connection with the remarketing of the Bonds pursuant to Section 4.3 hereof. _______________ is hereby appointed the initial Remarketing Agent. The Remarketing Agent shall designate to the Trustee its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the City, the Airline, the Trustee and the Bank (which written instrument may be the Remarketing Agreement), under which the Remarketing Agent will agree to fulfill its duties and obligations set forth in this Indenture and keep such books and records with respect to its duties as Remarketing Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Trustee, the City, the Airline and the Bank at all reasonable times.

The Remarketing Agent shall be a member of the National Association of Securities Dealers, Inc., or a commercial bank chartered under the laws of the United States of America or any state thereof, having a capitalization of at least Fifty Million Dollars ($50,000,000) and authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least sixty (60) days' written notice to the City, the Airline, the Bank and the Trustee. The Remarketing Agent may be removed at any time by the Airline by an instrument filed with the Remarketing Agent and the Trustee. Upon any such registration or removal the Airline shall, with the consent of the Bank (which consent shall not be unreasonably withheld), appoint a successor Remarketing Agent by an instrument filed by the Airline and the Bank with the City, Remarketing Agent and the Trustee.

Section 10.12 Bond Registrar, Authenticating Agent, Paying Agent And Tender Agent.

____________________ is hereby appointed as and agrees to act as Bond Registrar, Paying Agent, Authenticating Agent and Tender Agent for and in respect of the Bonds. ____________________ shall execute an instrument whereby it acknowledges and accepts its duties as Bond Registrar, Authenticating Agent, Paying Agent and Tender Agent hereunder.

Section 10.13 Notices To Rating Agencies.

The Trustee shall provide Moody's or S. & P., as appropriate, with prompt written notice following the effective date of such event of (i) the appointment of any successor Trustee, Remarketing Agent or Tender Agent, or any agent appointed by the Trustee to perform a material duty, (ii) the delivery of a substitute Letter of Credit, (iii) any material amendments to this Indenture, the Agreement, the Letter of Credit or any other document relating to this transaction to which the Trustee is a party or with respect to which the Trustee has received prior written notice; (iv) the expiration, termination or extension of any Letter of Credit, (v) the conversion of the interest rate borne by the Bonds from the Variable Rate to the Fixed Rate, or (iv) the redemption in whole or the mandatory tender of the Bonds. The Trustee shall not be liable to any party for failing to provide any notice pursuant to this Section 10.13.

Article XI.

Supplemental Indentures.

Section 11.1 Supplemental Indentures Not Requiring Consent Of Bondholders.

The City and the Trustee may, without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture or to make any other change, provided that such action in the judgment of the Trustee is to the prejudice of the Registered Owners;

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

(c) to provide for an Alternate Credit Facility pursuant to Section 4.6(e) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility;

(d) to permit fully registered Bonds to be exchanged for coupon Bonds (which may be registrable as to principal only) upon receipt by the City, the Airline and the Trustee of an opinion of Bond Counsel to the effect that the exchange of fully registered Bonds for Bonds in coupon form is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the Owners thereof for purposes of federal income taxation;

(e) to make further provisions for a book-entry system of registration for the Bonds;

(f) to provide for the purchase of Bonds on the open market on behalf of the Airline from the funds derived through drawings under the Letter of Credit, provided that the Airline provides the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the Owners thereof for purposes of federal income taxation and will not have an adverse effect on the security provided to the Owners from time to time of the Bonds by this Indenture;

(g) to secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories of the applicable Rating Agency or Agencies, which changes will not restrict, limit or reduce the obligation of the Airline to pay the principal of and premium, if any, and interest on the Bonds or otherwise materially adversely affect the Registered Owners under this Indenture, but only if there shall be supplied to the Airline, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the Owners thereof for purposes of federal income taxation; or

(h) to make any other change that in the sole determination of the Trustee does not materially adversely affect the Owners; in making such determination the Trustee may rely on the opinion of such Counsel as it may select, but only if there shall be supplied to the Airline, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the Owners thereof for purposes of federal income taxation.

Upon the execution of such supplemental indenture as in this Section 11.1 permitted and provided, this Indenture shall be deemed to be modified and amended in accordance therewith.

Section 11.2 Supplemental Indentures Requiring Consent Of Bondholders.

Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City 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 that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, without the consent of the Owners of one hundred percent (100%) in aggregate principal amount of the Bonds then Outstanding, (a) an extension of the maturity (or mandatory redemption date) of the principal of, premium, if any, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or redemption premium on, or the Variable Rate or the Fixed Rate borne by any Bond issued hereunder, except as provided in Section 2.2 hereof, or a change in the method of calculating the Variable Rate or the Fixed Rate, or (c) a change of any date upon which any Bond may be purchased in accordance with the terms thereof and the provisions of Sections 4.1 and 4.2 of this Indenture, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture or for consent to any amendment, change or modification to the Agreement as provided in Section 12.2 hereof, or (f) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (g) the deprivation of the Owner of any Bond then Outstanding of the lien hereby created on the Trust Estate.

If at any time the City shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 11.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail, postage prepaid, to the Owner of each Bond then Outstanding as shown by the list of Registered Owners required by the terms of Section 5.8 hereof to be kept at the office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Registered

Owners. If, within sixty (60) days or such longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority or one hundred percent (100%), as the case may be, in aggregate principal amount of the Bonds then Outstanding shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 11.2 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.3 Consent Of Airline And Bank.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XI shall not become effective unless and until the Airline (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) and the Bank (provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit) shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution of any supplemental indenture, together with a copy of the proposed supplemental indenture, to be given by first class mail, postage prepaid, to the Airline and Bank at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture. The Airline shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Airline, as the case may be, on or before 4:30 P.M., local time, at the principal corporate trust office of the Trustee, on the fifteenth (15th) day after the mailing of said notice. Prior to the execution of any supplemental indenture that affects the duties of the Bond Registrar hereunder, consent must be obtained from the Bond Registrar.

Section 11.4 Notices To Remarketing Agent.

The Trustee shall give written notice to the Remarketing Agent at the direction of the Airline of any supplement or amendment to the Indenture, together with a copy of such supplement or amendment, entered into pursuant to this Article XI; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

Article XII.

Amendment Of Agreement.

Section 12.1 Amendments, Et Cetera, To Agreement Not Requiring Consent Of Bondholders.

The City and the Trustee may, without the consent of or notice to the Registered Owners, consent to any amendment, change or modification of the Agreement (including an assignment thereof) and the Exhibits thereto as may be required (i) by the provisions of the Agreement or this Indenture; (ii) for the purpose of curing any ambiguity or formal defect or omission or in connection with any other change therein, provided, that any such action in the judgment of the Trustee will not materially adversely affect the Registered Owners; (iii) to provide for an Alternate Credit Facility pursuant to Section 4.6(e) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility; (iv) to secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories of the applicable Rating Agency or Agencies; or (v) to provide for the purchase of Bonds on the open market on behalf of the Airline from funds derived through drawings under the Letter of Credit; provided that with respect to any such amendment the Airline provides the Trustee with an Opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the Owners thereof for purposes of federal income taxation.

Section 12.2 Amendments, Et Cetera, To Agreement And Note Requiring Consent Of Bondholders.

Except for the amendments, changes or modifications as provided in Section 12.1 hereof, the City and the Trustee shall not consent to any other amendment, change or modification of the Agreement without the giving of notice and the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding given as in this Section 12.2; provided, that nothing in this Section 12.2 or in Section 12.1 hereof contained shall permit or be construed as permitting, without the consent of the Owners of one hundred percent (100%) in aggregate principal amount of the Bonds then Outstanding, (a) an extension of time for the payment of an amount due pursuant to Section 4.2(a) of the Agreement; (b) a reduction in the total amount due pursuant to Section 4.2(a) of the Agreement; or (c) a reduction in the aggregate principal amount of the Bonds required for consent to such amendment, change or modification of the Agreement. If at any time the City and the Airline shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all Owners.

Section 12.3 Consent Of Bank.

Anything herein to the contrary notwithstanding, any amendment, change or modification of the Agreement under this Article XII shall not become effective unless and until the Bank, provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit, shall have consented in writing to the execution and delivery of such amendment, change or modification. In this regard, the City shall cause the Trustee to give notice of the proposed execution of any such amendment, change or modification, together with a copy of the proposed amendment, change or modification, to be given by first class mail, postage prepaid, to the Bank at least fifteen (15) days prior to the proposed date of execution and delivery of any such amendment, change or modification.

Section 12.4 Notice To Remarketing Agent.

The Trustee shall give written notice to the Remarketing Agent at the direction of the Airline of any amendment or supplement to the Agreement, together with a copy of such amendment or supplement, entered into pursuant to this Article XII; provided that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

Article XIII.

Amendment And Substitution Of Letter Of Credit.

Section 13.1 Amendment Of Letter Of Credit.

The Trustee and the City may, without the consent of or notice to the Owners of the Bonds, consent to any amendment, change or modification of the Letter of Credit or the exhibits thereto as may be required (i) for the purpose of curing any ambiguity or formal defect or omission; or (ii) obtaining a credit rating on the Bonds from a Rating Agency; or (iii) in connection with any other change that, in the judgment of the Trustee or the

City, does not adversely affect the interests of the Owners of the Bonds; provided that the Trustee and the City shall not consent to any other change, modification or amendment to the Letter of Credit without notice to and the written consent or approval of the Owners of not less than one hundred percent (100%) in aggregate principal amount of the Bonds then Outstanding. The Trustee shall give written notice to the Remarketing Agent at the direction of the Airline and the City of any amendment or supplement to the Letter of Credit, together with a copy of such amendment or supplement, entered into pursuant to this Article XIII; provided that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice. The consent of the City under this Section 13.1 shall not be unreasonably withheld.

Section 13.2 Substitute Letters Of Credit.

The parties hereto acknowledge that the Airline may, at its option, deliver substitute Letters of Credit to the Trustee in accordance with the provisions of Section 4.6 of the Agreement. Upon receipt by the Trustee from the Airline of notice that the Airline intends to deliver a substitute Letter of Credit, the Trustee shall promptly notify the Bond Registrar thereof, whereupon the Bond Registrar shall give notice of the proposed substitution to the City and the Bondholders, in the same manner provided in Section 4.2 for the giving of notices of mandatory tender, not less than ten (10) Business Days prior to the expected date of receipt of said substitute Letter of Credit. Such notice shall be prepared by the Trustee and submitted to the Bond Registrar, and shall (i) identify the Bank which is to issue the substitute Letter of Credit, (ii) describe the term, principal amount and expected date of receipt of the proposed substitute Letter of Credit, and (iii) state that the City's and the Trustee's acceptance of the proposed Letter of Credit will be contingent upon fulfillment of the requirements of Section 4.6(d) of the Agreement, as the case may be, including receipt of the required certifications of the Rating Agencies and the current Bank and an opinion of Bond Counsel.

Article XIV.

Miscellaneous.

Section 14.1 Consents, Et Cetera, Of Bondholders.

Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent documents and may be executed by such owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument namely:

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

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of owning the same shall be proved by the registration books of the City maintained by the Trustee pursuant to Section 2.8 hereof.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Airline or any person related to the Airline shall be disregarded and deemed not to be Outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Airline.

Notwithstanding the foregoing paragraph, Bonds owned by the Airline or any person related to the Airline shall be deemed to be Outstanding under the Indenture if all the Bonds Outstanding at the time are owned by the Airline; provided that in such event the Airline may not consent to any supplement to this Indenture that would adversely affect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income of the Owners thereof for purposes of federal income taxation; and provided further, that if a supplement to this Indenture is executed at a time when the Airline or any person related to the Airline are the Owners of all the Outstanding Bonds, Bond Counsel shall render an opinion that the execution of the supplement to this Indenture does not have an adverse effect on the validity of the Bonds or the exemption of the interest thereon from gross income of the Owners thereof for purposes of federal income taxation.

Section 14.2 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 or Airline other than the parties hereto, the Airline, the Remarketing Agent, the Bank, the Bond Registrar and the Owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions therein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Airline, the Remarketing Agent, the Bank, the Bond Registrar and the Owners from time to time of the Bonds as herein provided.

Section 14.3 Notices.

Unless otherwise specifically provided herein, all notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties: if to the City, at City of Chicago, Office of Comptroller, Room 501, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Comptroller; if to the Airline, at American Trans Air, Inc., P.O. Box 51609, Indianapolis, Indiana 46251-0609, Attention: Vice President, Properties and Facilities, with a copy to the General Counsel; if to the Trustee, at ______________, ________________, Attention: ______________; if to the Bank, at Bank of Montreal, 111 West Monroe Street, Chicago, Illinois 60603, Attention: ______________ and ______________; and if to the Remarketing Agent, at ______________, ______________, ______________, Attention: ______________. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Airline to the other shall also be given to the Trustee, the Remarketing Agent and the Bank.

Section 14.4 Payments Due On Non-Business Days.

If the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds or the date for payment of the purchase price of any Bonds tendered or deemed to be tendered for purchase is not a Business Day, then payment of the principal, premium, if any, or interest or purchase price need not be made on such date, but may be made on the immediately following Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the date for payment of the purchase price, and no interest shall accrue for the period after such date.

Section 14.5 Action By Airline.

Wherever it is herein or in the Agreement provided or permitted for any action to be taken by the Airline, such action may be taken by an Authorized Airline Representative as defined in the Agreement, unless the context clearly indicates otherwise.

Section 14.6 Counterparts.

This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.7 Applicable Provisions Of Law.

This Indenture shall be governed by and construed in accordance with the laws of the State; provided that the rights, duties and immunities and standard of care of the Trustee and the Bond Registrar shall be governed by and construed in accordance with the laws of the state in which their respective principal corporate trust offices are located.

Section 14.8 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 14.9 References To Bank And Letter Of Credit.

At any time while the Letter of Credit is not in effect and all amounts payable under the Reimbursement Agreement have been paid, all references herein to the Bank and the Letter of Credit shall be ineffective.

Section 14.10 Provisions For Payment Of Expenses.

The City shall not be obligated to execute any documents or take any other action under or pursuant to this Indenture, the Agreement or any other document in connection with the Bonds unless and until provision for the payment of expenses of the City shall have been made. Provisions for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the City for the provision of expenses being agreed upon by the City and the party requesting such execution.

Section 14.11 Severability.

If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 14.12 Third Party Beneficiary.

The Trustee and the City acknowledge that so long as the Letter of Credit is in effect or any amount remains payable under the Reimbursement Agreement, the Bank shall be an express third party beneficiary of the provisions of this Indenture, with the power to enforce the same.

In Witness Whereof, The City of Chicago and [Name of Trustee] have caused this Trust Indenture to be executed in their respective names and attested by their duly authorized officers, all as of the day first above written.

City of Chicago

By: ______________________________

Its: City Comptroller

[Seal]

Attest:

By: ______________________________

Its: City Clerk

______________________________,
as Trustee, Tender Agent, Paying Agent and Bond Registrar

By: ____________________________

Its: ________________________

[Seal]

Attest:

By: ____________________________

Its: ________________________

Exhibit "B".

Special Facility Financing Agreement

Dated As Of _________ 1, 1995.

By And Between

City Of Chicago

And

American Trans Air, Inc.

The rights of the City of Chicago and the amounts payable to the City under this Special Facility Financing Agreement (except the City's Unassigned Rights as defined in the Trust Indenture hereinafter described and amounts payable to the City in respect thereof) have been pledged and assigned to _________, as Trustee, under the Trust Indenture dated as of _________, 1995, from the City to said Trustee, securing $_______ of the City's Chicago Midway Airport Variable Rate Demand Special Facility Revenue Bonds (American Trans Air, Inc. Project), Series 1995.

This Special Facility Financing Agreement, dated as of ___________ 1, 1995, between the City of Chicago, a body politic and corporate under the laws of the State of Illinois and a home rule unit under the Illinois Constitution of 1970 (the "City"), and American Trans Air, Inc., an Indiana corporation (the "Airline");

Witnesseth:

Whereas, The City owns and operates the Airport (as defined in the Indenture hereinafter described) known as Chicago Midway Airport, and the City has the power to grant rights and privileges with respect thereto; and

Whereas, The Airline is an air transportation company and conducts an air transportation business at the Airport; and

Whereas, The City and the Airline have entered into an Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1994 (the "Airport Use Agreement"); and

Whereas, By ordinance adopted by the City Council of the City on ___________, 1995 in the exercise by the City of its powers as a home rule under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (the "Constitution"), the City has authorized and undertaken to issue its $___________ Chicago Midway Airport Variable Rate Demand Special Facility Revenue Bonds (American Trans, Inc. Project), Series 1995 (the "Bonds"), under and pursuant to the provisions of, and to be secured by, a Trust Indenture dated as of ___________ 1, 1995 (the "Indenture"), from the City to __________, as trustee (the "Trustee"), for the purpose of providing funds to finance a portion of the costs of designing, reconstructing, modernizing and improving Hangar No. 2 and portions of the Terminal at the Airport for use by the Airline, as further described in (Sub)Exhibit A hereto (the "Project"); and

Whereas, The Airline has agreed under this Agreement to make payments hereunder sufficient to pay when due (whether at stated maturity, upon tender for purchase, by acceleration or otherwise) the principal and purchase price of, premium, if any, and interest on the Bonds; and

Whereas, The Project constitutes a "Special Facility Improvement" and the Bonds constitute "Special Facility Revenue Bonds" within the meaning of, and as defined by, the Airport Revenue Bond Indenture (as defined in the Indenture) and the Project constitutes a "Special Facility" within the meaning of, and as defined by, the Airport Use Agreement; and

Whereas, The Special Facility Revenues (as defined in the Indenture) assigned and pledged by the City to the Trustee to secure the payment of the principal and purchase price of, premium, if any, and interest on the Bonds shall not constitute "Revenues" within the meaning of, and as defined by, the Airport Use Agreement and the Airport Revenue Bond Indenture and accordingly are free of any assignment, pledge, lien or security interest in favor of the Owners of the City's Airport Revenue Bonds (as defined in the Indenture) or any person other than the Trustee; and

Whereas, The Bonds also are secured by an irrevocable, transferable letter of credit issued by Bank of Montreal, acting through its Chicago Branch, (the "Bank"), in favor of the Trustee for the benefit of the Owners from time to time of the Bonds, and any letter of credit issued in substitution therefor in accordance with the terms hereof and thereof (the "Letter of Credit");

Now, Therefore, In consideration of rights of use of the properties and facilities at the Airport heretofore granted to the Airline in Article III of the Airport Use Agreement, the lease of terminal facilities at the Airport heretofore granted to the Airline in Article IV of the Airport Use Agreement and the lease of hangar facilities at the Airport granted to the Airline pursuant to the Site Lease (as defined in the Indenture) and of the respective representations and agreements herein contained, the parties hereto agree as follows:

Article I.

Definitions.

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

Article II.

Representations.

Section 2.1 Representations And Covenants By The City.

The City makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The City is a body politic and corporate under the laws of the State and a home rule unit under Article VII of the Constitution.

(b) The City is duly authorized and empowered by the provisions of Article VII, Section 6(a) of the Constitution to enter into the transactions contemplated by this Agreement and the Indenture and to carry out its obligations hereunder and thereunder, including the issuance and sale of the Bonds. By proper action of the City Council, the City has been duly authorized to execute and deliver this Agreement and the Indenture, and to issue and sell the Bonds.

(c) To provide for the payment of a portion of the costs of the Project, the City proposes to issue its Bonds in the amount and having the terms and conditions specified in Article II of the Indenture.

(d) The Bonds are to be issued under and secured by the Indenture, pursuant to which certain of the City's interests in this Agreement and the Special Facility Revenues derived by the City pursuant to this Agreement (except Unassigned Rights and amounts derived by the City in respect thereof) will be pledged and assigned to the Trustee as security for payment of the principal and purchase price of, premium, if any, and interest on the Bonds.

(e) The City has not assigned and will not assign any interest in this Agreement other than to secure the Bonds.

(f) When executed by the authorized officers of the City and the Airline, this Agreement will constitute a valid, binding and enforceable obligation of the City, subject to applicable bankruptcy, insolvency or other laws affecting the rights or remedies of creditors generally now or hereafter in effect, and further subject to principles of equity in the event that equitable remedies are sought.

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

(h) The City will not knowingly take any action (or knowingly omit to take any action requested of it by the Trustee, the Airline or Bond Counsel that is lawful and within its power to take) that if taken or omitted would result in the interest payable on the Bonds being included in the gross income of the owners thereof (other than a "substantial user" of the Project or a "related person" as defined in Section 147(a) of the Code) for purposes of federal income taxation, including, without limitation, by reason of Section 148 of the Code and the applicable regulations thereunder.

(i) The Airline shall be entitled to use the Project pursuant to the terms of the Site Lease and the Airport Use Agreement.

(j) The Airport is located entirely within the boundaries of the City.

Section 2.2 Representations By The Airline.

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

(a) The Airline is a corporation duly incorporated and in good standing under the laws of the State of Indiana, is qualified to do business as a foreign corporation under the laws of the State, has the power to enter into this Agreement and by proper action has authorized the execution and delivery of this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of or will constitute a material default under any of the terms, conditions or provisions of any material restriction or any material agreement or instrument to which the Airline is now a party or by which it is bound, or will constitute a material default under any of the foregoing, or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Airline prohibited under the terms of any material instrument or agreement.

(c) The Project is located at the Airport. The Project is located wholly within the boundaries of the City.

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

(e) The Project consists and will consist of the capital improvements described in (Sub)Exhibit A attached hereto and incorporated herein by this reference and no changes shall be made in the Project except as permitted by Section 3.1 hereof, including financing of costs thereof.

(f) The Airline has acquired or will acquire, pursuant to the Airport Use Agreement and the Site Lease, the use of the Project or portions thereof sufficient for its purposes.

(g) The Airline as lessee shall utilize or cause the Project to be utilized to the expiration or earlier termination of this Agreement as provided herein as part of its Leased Premises under the Airport Use Agreement or as part of the Premises leased to the Airline under the Site Lease.

Article III.

Completion Of The Project; Issuance Of The Bonds.

Section 3.1 Agreement To Undertake The Project.

(a) The Airline agrees to cause the Project to be designed, constructed and installed, such design, construction and installation to be in accordance with (Sub)Exhibit A attached hereto, the Site Lease and (Sub)Exhibits D, E, F and G attached thereto, Article XII of the Airport Use Agreement and (Sub)Exhibits J, K and L attached thereto and the Plans and Specifications. If there is any supplement or amendment to the description of the Project in accordance with (Sub)Exhibit E to the Site Lease or otherwise, the Commissioner and the Airline shall amend (Sub)Exhibit A to this Agreement to reflect such supplement or amendment, which supplement or amendment shall not be considered as an amendment to this Agreement for the purposes of Article XII of the Indenture.

(b) Nothing contained in this section or in (Sub)Exhibit A hereto shall (i) relieve the Airline from making the payments required to be paid pursuant to Article IV hereof, or (ii) permit the Airline to make any supplements or amendments to the description of the Project or the Plans and Specifications (including additions thereto or deletions therefrom) if such supplement or amendment would result in less than ninety-five percent (95%) of the proceeds of the Bonds being used to provide Exempt Facilities.

Section 3.2 Agreement To Issue Bonds; Applications Of Bond Proceeds.

(a) In order to provide for the financing of the Costs of the Project, the City agrees that it will sell and cause to be delivered to the purchasers thereof, against payment therefor, Bonds in the aggregate principal amount of $____________ having the terms specified in the Indenture.

(b) Upon receipt of the proceeds from the sale of the Bonds (less any underwriters discount and net original issue discount), the City will apply such proceeds in accordance with the Indenture.

Section 3.3 Disbursements From The Construction Fund.

(a) The City has authorized and directed the Trustee to disburse the moneys in the Construction Fund to or at the direction of the Airline for the purpose of paying part or all of the Costs of the Project.

(b) The Airline agrees that it will direct the Trustee to disburse moneys in the Construction Fund to reimburse the City for expenditures relating to any items constituting part of the Costs of the Project incurred by the City, whether before or after the date of issuance of the Bonds.

(c) The Airline shall have the right to direct that all moneys remaining in the Construction Fund (or any sub-account thereof) after the Completion Date of the Project and after payment or provision for payment of all other items included in Costs of the Project, all as the case may be, shall be used in accordance with Section 3.4 of this Agreement.

Section 3.4 Certificate Of Completion; Obligation Of Airline To Complete.

(a) The Airline agrees to notify the City and the Trustee promptly of the completion of the Project. The Completion Date shall be evidenced to the Trustee and the City by a certificate signed by the Authorized Airline Representative setting forth the Cost of the Project and stating:

(i) that construction of the Project has been completed substantially in accordance with the Plans and Specifications applicable thereto and work orders therefor and all labor, services, materials and supplies used in such construction for which payment is due have been paid for, and the date of such completion;

(ii) that all other facilities necessary in connection with the Project have been constructed, acquired and installed in accordance with the Plans and Specifications applicable thereto and work orders therefor and all Costs incurred in connection therewith (other than Costs for which the Airline has withheld payment or for which payment is not yet due) have been paid; and

(iii) that at least ninety-five percent (95%) of the aggregate Cost of the Project, after taking into account amounts theretofore paid or reimbursed from the Construction Fund and amounts, if any, to be paid or reimbursed from the Construction Fund after the date of such certificate, is Qualified Costs of Construction.

Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Airline to cause such certificate to be furnished to the Trustee and the City within forty-five (45) days after the Project shall have been completed.

(b) If, after taking into account the proceeds of all Bonds issued or authorized to be issued therefor, the aggregate amount of moneys in the Construction Fund (or the applicable sub-account therein) available for payment of the Costs of the Project should not be sufficient to pay the costs thereof in full, the Airline agrees to pay directly, or to deposit in the Construction Fund, moneys sufficient to pay, the costs of completing the Project as may be in excess of the aggregate amount of moneys available therefor in the Construction Fund (or the applicable sub-account therein). The City does not make any warranty, either express or implied, that the moneys that will be paid into the Construction Fund and that, under the provisions of this Agreement or otherwise, will be available for payment of the Costs of the Project will be sufficient to pay all the costs that will be incurred in that connection. The Airline agrees that if after exhaustion of the moneys in the Construction Fund the Airline should so pay, or deposit moneys in the Construction Fund for the payment of, any portion of the said Costs of the Project pursuant to the provisions of this section, it shall not be entitled to any reimbursement therefor from the City or from the Trustee or from the Owners of any of the Bonds, nor shall it be entitled to any diminution of the amounts payable under Section 4.2 hereof.

Section 3.5 Authorized Airline Representative.

Prior to or concurrently with the sale of the Bonds and from time to time thereafter the Airline shall appoint a person as an Authorized Airline Representative for the purpose of taking all actions and making all certificates required to be taken and made by the Authorized Airline Representative under the provisions of this Agreement and shall appoint one or more alternate Authorized Airline Representatives to take any such action or make any such certificate if the same is not taken or made by the person serving as the Authorized Airline Representative. If at any time no person is serving as the Authorized Airline Representative, the chief financial officer of the Airline shall be deemed to be the Authorized Airline Representative.

Whenever under the provisions of this Agreement the approval of this Airline is required or the City is required to take some action at the request of the Airline, such approval or such request shall be made by the Authorized Airline Representative unless otherwise specified in this Agreement and the City or Trustee shall be authorized to act on any such approval or request and the Airline shall have no complaint against the City or the Trustee as a result of any such action taken.

Section 3.6 Investment Of Construction Fund And Bond Fund Moneys Permitted.

Any moneys held as a part of the Construction Fund or Bond Fund shall, at the direction of an Authorized Airline Representative as to specified investments, which direction may be oral, but which shall be promptly confirmed in writing, be invested or reinvested by the Trustee in Investment Obligations. The Airline shall not direct the Trustee to make any investments or reinvestments other than those permitted by law and in particular Section 3.7. In making any such investments, the Trustee may rely on directions delivered to it pursuant to this Section by an Authorized Airline Representative or, in the case of oral directions, by a person representing to be an Authorized Airline Representative, and the Trustee shall be relieved of all liability with respect to making such investments in accordance with such directions and the Trustee shall further be relieved of all liability with respect to any income, losses or taxes or other charges on such investments.

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

The Trustee may, if so directed by the Authorized Airline Representative make any and all such investments through its own bond department. Any interest accruing on or profit realized from the investment of any moneys held as part of the Construction Fund or the Bond Fund shall be credited to the Fund in which such investment is held and any loss resulting from such investment shall be charged to the Fund in which such investment is held.

For the purposes of this section, any interest-bearing deposits, including certificates of deposit, issued by or on deposit with the Trustee shall be deemed to be investments and not deposits.

Section 3.7 No Arbitrage.

The Airline covenants to the City and for and behalf of the Owners of the Bonds from time to time outstanding that so long as any of the Bonds remain Outstanding moneys on deposit in any fund, including, without limitation the Construction Fund and the Bond Fund, in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner that will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder including Sections 1.148-1 through 1.148-11 of the Income Tax Regulations (26 CFR Part 1), as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised. In furtherance of such covenant the Airline agrees to comply fully with the provisions and requirements of the Arbitrage Compliance Agreement. The Airline reserves the right, however, to make any investment of such moneys permitted by State law, if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final judgment of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the written opinion of Bond Counsel, result in making the interest on the Bonds includible in gross income for federal income tax purposes.

Section 3.8 Airline's Obligation With Respect To Tax Exemption From Gross Income Of Interest Payable On The Bonds.

Notwithstanding any other provision hereof, the Airline covenants and agrees that it will not knowingly take or authorize or permit, to the extent such action is within the control of the Airline, any action to be taken with respect to the Project, or the proceeds of the Bonds (including investment earnings thereon), insurance, condemnation, or any other proceeds derived directly or indirectly in connection with the Project, that will result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code (except for any Bond during any period while any such Bond is held by a person referred to in Section 147(a) of the Code); and the Airline also will not singly omit to take any action in its power that, if omitted, would cause the above result. This provision shall control in case of conflict or ambiguity with any other provision of this agreement.

The Airline covenants and agrees to notify the Trustee and the City of the occurrence of any event of which the Airline has notice that would require the Airline to prepay the amounts due hereunder in accordance with Section 7.2 hereof.

Section 3.9 Use Of Leased Properties.

It is acknowledged that the City and the Airline have entered into the Airport Use Agreement providing for the lease by the Airline of the Leased Premises and the Site Lease providing for the lease by the Airline of the Premises (including in each case the Airline's right to use and occupy the Project) and that the Airport Use Agreement provides for the rental payments applicable to the Leased Premises and the rights of the Airline with respect to the Leased Premises and that the Site Lease provides for the rental payment applicable to the Premises and the rights of the Airline with respect to the Premises. The Airline hereby confirms to the City, the Airline's representations, warranties, agreements and covenants under the Airport Use Agreement and the Site Lease. Nothing herein shall limit the City's exercise of any right or remedy under the Airport Use Agreement or the Site Lease in the event of a default thereunder by the Airline.

Article IV.

Payments Under This Agreement.

Section 4.1 Issuance Of Bonds And Other Obligations.

(a) In order to provide for the financing of the Project, including costs and expenses incidental thereto and to the issuance of the Bonds, the City hereby agrees to cause the proceeds received from the sale of the Bonds to be deposited, disbursed and applied in accordance with Article III hereof.

(b) The Airline agrees to make all payments when due under Sections 4.2(a), 4.2(b) and 7.3(b) hereof, which payments shall be sufficient to pay the principal and purchase price of, premium, if any, and interest on the Bonds.

(c) The City and the Airline expressly reserve the right to enter into, to the extent permitted by law, a mutually acceptable agreement or agreements other than this Agreement with respect to the issuance by the City, under an indenture or indentures other than the Indenture, of obligations to provide additional funds to pay the costs of the Project or to refund all or any principal amount of the Bonds, or any combination thereof.

Section 4.2 Amounts Payable.

(a) The Airline agrees to make payments to the Trustee (or, in the case of clause (iv) below, the Tender Agent) for the account of the City in the following amounts and on the following dates:

(i) with respect to any Outstanding Bonds, on each Interest Payment Date, a sum (in funds immediately available to the Trustee) that, together with other moneys available therefor in the Bond Fund, will equal the interest to be paid on such Outstanding Bonds on such date; and

(ii) with respect to any Outstanding Bonds, on each date on which principal of such Bonds is payable, a sum (in funds immediately available to the Trustee) that, together with other moneys available therefor in the Bond Fund, will equal the principal of such outstanding Bonds that will become due and payable on such date;

(iii) on any date on which Outstanding Bonds will be redeemed pursuant to Section 3.1 of the Indenture, any applicable redemption premium with respect to such Bonds that will become due and payable on such redemption date; and

(iv) on any date on which the purchase price of any Bonds is payable pursuant to Sections 4.1 or 4.2 of the Indenture, a sum (in funds immediately available to the Trustee) that, together with other moneys available therefor in the Bond Purchase Fund, will equal the purchase price of such Bonds payable on such date;

provided that the obligation of the Airline to make any payment under clause (i), clause (ii), clause) (iii) or clause (iv) above shall be reduced by the amount of any reduction under the Indenture of the amount of the corresponding payment required to be made by the City on the Bonds.

(b) If for any reason moneys in the Bond Fund on any Interest Payment Date or on any payment date of the Bonds (whether at stated maturity, upon tender for purchase, by acceleration or otherwise), are insufficient to pay the principal and purchase price of, premium, if any, and interest due on the Bonds on such date and to the extent the Airline has not made payment under subsection (a) of this Section 4.2, the Airline shall pay, and hereby unconditionally agrees to pay to the Trustee for the account of the City for deposit into the Bond Fund, until the principal and purchase price of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture in funds immediately available to the Trustee (i) such sum as shall be necessary, together with other moneys in the Bond Fund available for the purpose, to pay the amount payable on any such date as interest on the Bonds, as provided in the Indenture and (ii) such sum as shall be necessary, together with other moneys in the Bond Fund available for the purpose, to pay the amount payable on any such date as principal, purchase price and premium, if any, on the Bonds as provided in the Indenture. Each payment due under this subsection (b) shall at all times be sufficient, together with other moneys in the Bond Fund available for the purpose, to pay the total amount of interest and principal (whether at stated maturity or by redemption, upon tender for purchase or by acceleration) and premium, if any, payable on any such date.

(c) The Airline agrees to pay to the Trustee until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the provisions of the Indenture the amounts referred to in Section 10.2 of the Indenture, including, without limitation: (i) an amount equal to the acceptance fees, and reasonable annual fees of the Trustee for the services rendered by it and reasonable expenses, including legal fees and expenses, incurred by it under the Indenture, as and when the same become due (provided that if such services or expenses are occasioned by the neglect or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor), (ii) the reasonable fees, charges and expenses of the Trustee, as Bond Registrar and Paying Agent, as and when the same become due, (iii) the printing and engraving costs of any Bonds required by the Trustee from time to time, and (iv) the amount of any indemnity to which the Trustee may from time to time be entitled pursuant to the provisions of such Section 10.2 of the Indenture.

(d) If the Airline shall fail to make any of the payments required in this Article IV with respect to any Bonds, the payment so in default shall continue as an obligation of the Airline until the amount in default shall have been fully paid and the Airline will pay interest on any overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest, at the rate borne by the Bonds until paid.

(e) The Airline will pay as and when the same become due, to the extent not paid from proceeds of the Bonds, to the City, the reasonable out-of-pocket costs and expenses, including legal fees, that may be incurred by the City in connection with this Agreement or in connection with the performance of any covenants, duties or obligations under this Agreement or the Indenture.

(f) If the Trustee is authorized and directed to draw moneys under the Letter of Credit in accordance with the provisions of the Indenture to the extent necessary to pay the principal and purchase price, premium, if any, and interest on the Bonds when due, any moneys derived from a drawing under the Letter of Credit shall constitute a credit against the obligation of the Airline to make corresponding payments under subsection (a) of this Section 4.2.

(g) The Airline also agrees to pay all fees, charges and expenses of the Remarketing Agent, as set forth in the Remarketing Agreement, in carrying out its duties and obligations and performing services under and pursuant to the Indenture and the Remarketing Agreement.

(h) The Airline shall have, and is hereby granted, the option to elect to convert the interest rate borne by the Bonds to the Fixed Rate pursuant to the provisions of Section 2.2 of the Indenture, subject to the terms and conditions set forth therein.

(i) If the date when any of the payments required to be made by this Section 4.2 is not a Business Day, then such payments may be made on the next Business Day with the same force and effect as if made on the nominal due date, and no interest shall accrue for the period after such date.

Section 4.3 Payments Pledged And Assigned.

It is understood and agreed that all payments required to be made by the Airline pursuant to Sections 4.2 and 7.3(b) hereof (except payments to be made to the Trustee pursuant to Section 4.2(c) hereof and payments to be made to the City pursuant to Section 4.2(e) hereof) and certain rights of the City hereunder (except its Unassigned Rights) are pledged and assigned to the Trustee by the Indenture to secure the payment of the principal and purchase price of, premium, if any, and interest on the Bonds and do not constitute "Revenues" as within the meaning of, and as defined by, the Airport Revenue Bond Indenture. The Airline consents to such pledge and assignment. The City hereby directs the Airline and the Airline hereby agrees to pay or cause to be paid to the Trustee all said amounts required to be paid by or for the account of the Airline pursuant to Section 4.2 hereof (except payments to be made to the City pursuant to Section 4.2(e) hereof). The Project will not constitute any part of the security for the Bonds.

Section 4.4 Obligations Of Airline Hereunder Unconditional.

The obligations of the Airline to make the payments required in Section 4.2 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim, abatement or otherwise and until such time as the principal of and interest and premium, if any, on the Bond shall have been fully paid or provisions for the payment thereof shall have been made in accordance with the Indenture, the Airline (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for in Section 4.2 hereof, (ii) will perform and observe all of its other agreements contained in this Agreement and (iii) will not suspend the performance of its obligations hereunder for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, failure of or a defect of title to the Project or part thereof eviction or constructive eviction, destruction of any damage to the Project, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either, or any failure of the Airline to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Nothing contained in this section shall be construed to release the City from the performance of any of the agreements on its part herein contained; and if the City shall fail to perform any such agreement on its part, the Airline may institute such action against the City as the Airline may deem necessary to compel performance, provided that no such action shall (a) violate the agreements on the part of the Airline contained in the first sentence of this Section 4.4 or (b) diminish the payments and other amounts required to be paid by the Airline pursuant to Section 4.2 hereof. The Airline may, however, at its own cost and expense and in its own name or in the name of the City (provided that the City is a necessary party) prosecute or defend any action or proceeding or take any other action involving third persons that the Airline deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the City hereby agrees to cooperate fully with the Airline and to take all action necessary to effect the substitution of the Airline for the City in any such action or proceeding if the Airline shall so request.

Section 4.5 Payment Of The Bonds From Payments.

(a) The Bonds shall be payable from payments made by the Airline to the Trustee, as assignee of the City, under Sections 4.2(a), 4.2(b) and 7.3(b) hereof. Payments of principal of, premium, if any, or interest on the Bonds with moneys in the Bond Fund or the Construction Fund constituting proceeds from the sale of the Bonds or earnings on investments made under the provisions of the Indenture shall be deemed to be like payments with respect to the amounts due under Sections 4.2(a), 4.2(b) and 7.3(b) hereof and shall be credited against the obligation to pay amounts due under Sections 4.2(a), 4.2(b) and 7.3(b) hereof.

(b) Whenever any Bonds are redeemable in whole or in part at the option of the Airline, the Trustee, on behalf of the City, shall redeem the same upon the request of the Airline and such redemption shall constitute payment of amounts due under Sections 4.2(a) and 4.2(b) hereof equal to the redemption price of such Bonds.

(c) Whenever payment or provision therefore has been made in respect of the principal of, premium, if any, or interest on, all or any portion of the Bonds in accordance with the Indenture (whether at maturity or upon redemption or acceleration or upon provisions for payment in accordance with Article VIII of the Indenture), the amounts due under Sections 4.2(a), 4.2(b) and 7.3(b) hereof shall be deemed paid to the extent such payment or provision therefore has been made and is considered to be a payment of principal of, premium, if any, or interest on such Bonds. If such Bonds are thereby deemed paid in full, the Trustee shall notify the Airline that such payment requirements have been satisfied. Subject to the foregoing, or unless the Airline is entitled to a credit under this Agreement or the Indenture, all payments shall be in the full amounts required under Sections 4.2(a), 4.2(b) and 7.3(b) hereof.

Section 4.6 Letter Of Credit.

(a) On or prior to the issuance, sale and delivery of the Bonds to the purchaser or purchasers thereof pursuant to Section 2.6 of the Indenture, the Airline shall obtain and deliver to the Trustee the initial, irrevocable, transferable Letter of Credit to be issued by the Bank in favor of the Trustee for benefit of the owners from time to time of the Bonds in the form of Appendix I to the initial Reimbursement Agreement. The initial Letter of Credit shall be dated the date of issuance and delivery of the Bonds; shall expire on __________, 19__, unless otherwise extended in accordance with the terms and provisions of subsection (b) below and the Reimbursement Agreement; shall be in the amount of (i) the aggregate principal amount of the Bonds (A) to enable the Trustee to pay the principal of the Bonds at maturity, upon call for redemption prior to maturity or acceleration, and (B) to enable the Trustee to pay the portion of purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the aggregate principal amount of such Bonds, plus (ii) an amount equal to the interest to accrue on the Bonds for __________ (____) days at the Cap Rate, (A) to enable the Trustee to pay interest accrued on the Bonds on the dates and in the manner set forth in the Indenture, and (B) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the accrued interest on such Bonds.

(b) During the Variable Rate Period, except as hereinafter, at any time prior to the thirty-fifth (35th) day prior to the Interest Payment Date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit, the Airline may, at its option, provide for the extension of the term of the Letter of Credit or deliver to the Trustee a substitute Letter of Credit, as hereinafter provided. If the Airline chooses to extend the term of the Letter of Credit, then such extension shall be to the fifteenth (15th) day of any calendar month at least one year after the Stated Expiration Date of the existing Letter of Credit, and the Airline shall furnish proof of such extension, in the form of an amendment to the Letter of Credit evidencing such extension, to the Trustee no later then the thirty-fifth (35th) day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit.

(c) If the Airline elects to exercise its option to cause the interest rate on the Bonds to be converted to the Fixed Rate in accordance with the provisions of Section 2.2 of the Indenture, the Airline may not deliver to the Trustee in connection with such conversion, or after such conversion, an Alternate Credit Facility, a substitute Letter of Credit or an extension of the Letter of Credit or substitute Letter of Credit then in effect, unless the Airline shall also provide the Trustee with an opinion of Bond Counsel to the effect that such addition, substitution or extension is authorized under this Agreement, complies with the terms hereof and of the Indenture and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation.

(d) Subject to the provisions of Section 2.7 of the initial Reimbursement Agreement and any similar provision of any subsequent Reimbursement Agreement, while a Letter of Credit is in effect, the Airline from time to time may, at its option, deliver to the Trustee a substitute Letter of Credit in substitution for the existing Letter of Credit at any time prior to the thirty-fifth (35th) day prior to the Interest Payment Date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit. The substitute Letter of Credit shall be an irrevocable, transferable letter of credit in substantially the same form and tenor as the existing Letter of Credit, in an amount equal to the then outstanding principal amount of the Bonds, plus an amount equal to the interest to accrue on the Bonds then Outstanding for a number of days equal to (i) __ days plus (ii) if the interest component of the Letter of Credit does not automatically reinstate after a drawing to pay interest on the Bonds, the sum of (A) six (6) days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of such Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the Cap Rate, with administrative provisions reasonably satisfactory to the Trustee, provided to expire on the same date as the existing Letter of Credit or on the fifteenth (15th) day of any calendar month at least one (1) year after the Stated Expiration Date of the existing Letter of Credit, such substitute Letter of Credit to be issued by a commercial bank and delivered to the Trustee; provided that unless, simultaneously with the delivery of the substitute Letter of Credit to the Trustee, the Airline shall furnish to the Trustee written evidence from each Rating Agency by which the Bonds are then rated, if any, to the effect that such Rating Agency has reviewed the proposed substitute Letter of Credit and that the substitution of the proposed substitute Letter of Credit for the existing Letter of Credit will not, by itself, result in the reduction or withdrawal of the rating assigned to the Bonds from that which then prevails or, if the Bonds are not then rated by a Rating Agency, the provider of the substitute Letter of Credit shall have a commercial paper credit rating from Moody's or S. & P. at least equal to the higher of the then commercial paper credit ratings from Moody's and S. & P. of the Bank that provided the Letter of Credit for which the substitute Letter of Credit is being issued, or the Bonds will be subject to tender upon the Letter of Credit Substitution Date as provided in the Indenture. Simultaneously with the delivery of any such substitute Letter of Credit to the Trustee, the Airline shall also have provided the Trustee with written evidence from the Bank which issued the existing Letter of Credit that the Airline shall have paid all of its obligations under the Reimbursement Agreement to such Bank (other than any obligations with respect to reimbursement for drawings under the Letter of Credit to purchase Bonds tendered or deemed tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not yet due and owing under the Reimbursement Agreement) and shall have paid all other amounts due and owing under the Reimbursement Agreement pursuant to which the existing Letter of Credit was issued (except as aforesaid). Simultaneously with the delivery of such substitute Letter of Credit to the Trustee, the Airline shall also provide the Trustee with an opinion of Bond Counsel that such substitute Letter of Credit is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. If the Airline shall fail to furnish to the Trustee such opinion of Bond Counsel, the Trustee shall not be deemed to have received the substitute Letter of Credit and shall not surrender the existing Letter of Credit. Upon delivery of a substitute Letter of Credit and the foregoing evidence and opinion, the Trustee is authorized to surrender the existing Letter of Credit and to approve the cancellation of the existing Letter of Credit and the termination of the related Reimbursement Agreement. The Airline hereby covenants and agrees to give the City, the Trustee, the Bank and the Remarketing Agent written notice of intention to deliver any such substitute Letter of Credit at least fifteen (15) Business Days prior to the date on which the Airline expects to deliver such substitute Letter of Credit. Failure to deliver any substitute Letter of Credit in accordance with this

Section 4.6(d) at least thirty-five (35) days prior to the Letter of Credit Termination Date shall give rise to a mandatory redemption of the Bonds on the Letter of Credit Termination Date.

(e) Subject to Section 4.6(c) hereof, the Airline may, at its option, provide for the delivery to the Trustee of an Alternate Credit Facility to supplement the Letter of Credit, to replace the Letter of Credit or to provide credit enhancement if the Letter of Credit is not then in effect; provided that in no event shall any such Alternate Credit Facility replace the Letter of Credit prior to the Conversion Date. Any such Alternate Credit Facility shall be payable to the Trustee for the benefit of the Owners of the Bonds and shall have administrative provisions reasonably satisfactory to the Trustee. Simultaneously with the delivery of such an Alternate Credit Facility to the Trustee, the Airline shall provide the Trustee with an opinion of Bond Counsel to the effect that the delivery of such Alternate Credit Facility is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. The Airline hereby covenants and agrees to give the City, the Trustee, the Bank and the Remarketing Agent written notice of intention to deliver any such Alternate Credit Facility at least fifteen (15) Business Days prior to the date on which the Airline expects to deliver such Alternate Credit Facility.

(f) If the Letter of Credit is set to expire and the Airline does not intend to deliver a substitute Letter of Credit to the Trustee, the Airline shall, on or before the thirty-fifth (35th) day prior to the interest payment date immediately preceding the Stated Expiration Date, give written notice to the City, the Trustee, the Remarketing Agent and the Bank that the Airline does not intend to deliver such a substitute Letter of Credit to the Trustee prior to the Stated Expiration Date.

(g) The Airline agrees that it shall not purchase, or permit any affiliate to purchase, any Bonds being remarketed by any Remarketing Agent.

Article V.

Special Covenants.

Section 5.1 No Liability Of City.

The Bonds shall be limited obligations of the City payable by the City solely out of the Special Facility Revenues derived from this Agreement. No Owner of any Bond shall have the right to compel any exercise of the taxing power of the City or the State or any political subdivision thereof to pay the Bonds, the interest or premium, if any, thereon and the Bonds shall not constitute an indebtedness of the City or the State or any political subdivision thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision or limitation of indebtedness applicable to the City.

Section 5.2 Financial Information Of Airline.

The Airline agrees to furnish to the City and the Trustee a copy of its annual report on Form 10-K setting forth its financial statements and the report of the independent public accountants with respect thereto. Such annual report shall be furnished to the City and the Trustee not later than thirty (30) days after the Airline files such report with the Securities and Exchange Commission. The Airline also agrees to furnish to the City and the Trustee a copy of each of its quarterly reports on Form 10-Q not later than thirty (30) days after it files such reports with the Securities and Exchange Commission. Upon request of the City or the Trustee, the Airline will furnish copies of any other financial statements and reports filed by the Airline with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

Section 5.3 Airline To Maintain Its Corporate Existence; Conditions Under Which Exceptions Permitted.

The Airline agrees that during the term of this Agreement it will maintain in good standing its corporate existence, will remain duly qualified to do business in the State, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation; provided that the Airline may, without violating the agreement contained in this section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and another existing under the laws of one of the states of the United States of America or of the District of Columbia and qualified to do business in the State), or sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entity and thereafter dissolve, provided that the resulting, surviving or transferee corporation, as the case may be, is a solvent corporation and, concurrently with such transaction, if such surviving corporation or transferee is not the Airline, irrevocably and unconditionally assumes in writing, by means of an instrument delivered to the City and the Trustee, and agrees to perform all of the obligations of the Airline herein, and the Trustee and the City receive an opinion of Counsel to the effect that such consolidation, merger, sale or transfer complies with this Agreement. The Airline also must comply with the applicable requirements of the Airport Use Agreement and the Site Lease with respect to any such consolidation, merger, sale or transfer.

Section 5.4 Indemnification Covenant.

The Airline will pay, and will protect, indemnify and save the City harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses of the Airline and the City), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising out of the following except when caused by the City's gross negligence or willful misconduct as determined by final judicial proceedings:

(a) the design, construction and installation of the Project;

(b) the use by the Airline of the Project;

(c) violation by the Airline of any agreement, warranty, covenant or condition of this Agreement;

(d) violation by the Airline of any other contract, agreement or restriction relating to the Project; and

(e) violation by the Airline of any law, ordinance, regulation or court order applicable to the Project or the ownership, occupancy or use thereof.

The City shall promptly notify the Airline in writing of any claim or action brought against the City in respect of which indemnity may be sought against the Airline, setting forth the particulars of such claim or action, and the Airline will assume the defense thereof, including the employment of Counsel, and the payment of all expenses. The City may employ separate Counsel in any such action and participate in the defense thereof, but the fees and expenses of such Counsel shall not be payable by the Airline unless such employment has been specifically authorized by the Airline or unless the City concludes that there may be defenses available to it that are different from or in addition to those available to the Airline.

The indemnity provided for in this Section 5.4 shall be independent of any indemnities to which the City may be entitled under the Provisions of the Airport Use Agreement, the Site Lease, the Bond Purchase Agreement relating to the Bonds and any other agreements between the City and the Airport.

Section 5.5 Redemption Of Bonds.

The City, at the request at any time of the Airline and if the same are then callable, shall forthwith take all steps that may be necessary under the provisions of the Indenture to effect redemption of all or a portion of the then Outstanding Bonds, as may be specified by the Airline, on the earliest redemption date on which such redemption may be made under such applicable provisions as specified by the Airline.

Section 5.6 Assignment.

Upon a legal and binding assignment by the Airline of all or a portion of the Leased Premises under the Airport Use Agreement or the Premises under the Site Lease following the prior written consent of the City thereto, this Agreement may be assigned by the Airline with the prior written consent of the City and the Bank to such assignment, but without the necessity of obtaining the consent of the Trustee or the Owners of any Bonds then Outstanding, subject, however, to each of the following conditions:

(i) no assignment (other than pursuant to Section 5.3 hereof with respect to the Airline) shall relieve the Airline from liability for any of its obligations hereunder, and in the event of any such assignment the Airline shall continue to remain liable for payment of the amounts specified in Section 4.2 hereof and for performance and observance of the other covenants, warranties, representations and agreements on its part herein provided to be performed and observed to the same extent as though no assignment had been made;

(ii) the assignee shall assume, in writing, the obligations of the Airline hereunder to the extent of the interest assigned; and

(iii) the Airline shall, at least five (5) days prior to any such assignment, provide the City, the Trustee and the Bank with written notice thereof and promptly, but in any event no later than thirty (30) days, after any such event, furnish or cause to be furnished to the City, the Trustee and the Bank a true and complete copy of such assignment and two executed counterparts of an assumption of obligations agreement.

Section 5.7 Taxes On The Special Facility Revenues.

If any taxes, assessments or other charges are levied on the City with respect to the moneys and other payments to be paid to the City under Section 4.2 hereof, which taxes create a lien thereon that is prior to the lien of the Trustee pursuant to the Indenture, the Airline covenants and agrees to pay the same promptly and to hold the City harmless therefrom. If the Airline shall pay any such tax, assessment or other charge the Airline shall be subrogated to the City's right, if any, to contest the validity of the levy of such tax, assessment or other charge and shall be entitled to recovery, as compensatory damages, of an amount up to the amount of such tax, assessment or other charge so paid by the Airline plus, to the extent permitted by law, the amount of legal fees incurred in connection with such contest.

Article VI.

Events Of Default And Remedies.

Section 6.1 Events Of Default Defined.

The occurrence of any one or more of the events described in the following subsections (a) through (c) of this Section 6.1 shall constitute a default for all purposes of this Agreement; and, except as set forth in the proviso to subsection (b), each such default shall, after the giving of notice, if any, passage of time, if any, or occurrence of an event, if any, specified in the subsection describing such default, constitute an "Event of Default" for all purposes of this Agreement:

(a) Failure by the Airline to pay when due any amounts required to be paid in accordance with Section 4.2(a), Section 4.2(b), Section 4.6 or Section 7.3(b) hereof, which failure results in an event of default under subparagraph (a), subparagraph (b) or subparagraph (c) of Section 9.1 of the Indenture.

(b) Any material breach by the Airline of any of its representations or warranties made in this Agreement or failure by the Airline to observe and perform any of its covenants, conditions or agreements made on its part to be observed or performed hereunder, other than as referred to in subsection (a) of this section, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Airline by the Trustee or the Bank or, with regard to Unassigned Rights, the City, unless (i) the Trustee and the Bank or, with regard to Unassigned Rights, the City, shall agree in writing to an extension of such time prior to its expiration or (ii) if the breach or failure be such that it can be corrected but cannot be corrected within the applicable period, corrective action is instituted by the Airline within the applicable period and is being diligently pursued; provided that a breach of the covenants set forth in Section 3.7 or Section 3.8 hereof or of any other covenant with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes shall not constitute an Event of Default hereunder.

(c) The dissolution or liquidation of the Airline; or the filing by the Airline of a voluntary petition in bankruptcy; or the entry of an order for relief under Title 11 of the United States Code, as the same may from time to time be hereafter amended, against the Airline; or the filing of a petition or answer proposing the entry of an order for relief against the Airline under Title 11 of the United States Code, as the same may from time to time be hereafter amended, or proposing the reorganization, arrangement or debt readjustment of the Airline under any present or future federal bankruptcy act or any similar federal or state law in any court and the failure of said petition or answer to be discharged or denied within ninety (90) days, after the filing thereof; or the appointment of a custodian (including without limitation a receiver, trustee or liquidator of the Airline) of all or a substantial part of the property of the Airline, and the failure of such a custodian to be discharged within ninety (90) days after such appointment; or the taking by such a custodian of possession of the Airline or a substantial part of its property, and the failure of such taking to be discharged within ninety (90) days after such taking; or the Airline's consent to or acquiescence in such appointment or taking or assignment by the Airline for the benefit of its creditors. The term "dissolution or liquidation of the Airline", as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Airline resulting from a merger or consolidation of the Airline into or with another corporation or a dissolution or liquidation of the Airline following a transfer of all or substantially all of its assets, under the conditions permitting such actions contained in Section 5.3 hereof.

The foregoing provisions of Section 6.1(b) are subject to the following limitations: If by reason of Force Majeure the Airline is unable in whole or in part to carry out its agreements on its part herein contained other than the obligations on the part of the Airline contained in Article IV and Section 5.4 hereof, the Airline shall not be deemed in default during the continuance of such inability. The Airline agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Airline from carrying out its agreements; provided that the settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of the Airline and the Airline shall not be required to make settlement of strikes, lockouts and other disturbances by acceding to the demands of the opposing party or parties when such course is in the sole judgment of the Airline unfavorable to the Airline.

Section 6.2 Remedies On Default.

Whenever any Event of Default referred to in Section 6.1 hereof shall have occurred and be continuing, the Trustee, as assignee of the City (other than with respect to Unassigned Rights):

(a) shall, by notice in writing to the Airline upon the occurrence and continuation of an Event of Default described in clause (a) or clause (b) of Section 6.1 hereof and without notice to the Airline upon the occurrence and continuation of an Event of Default described in clause (c) of Section 6.1 hereof declare all amounts payable under the Agreement to be due and payable immediately, if concurrently with or prior to such notice the unpaid principal amount of the Bonds shall have been declared to be due and payable, and upon any such declaration the same (being an amount sufficient, together with other moneys available therefor in the Bond

Fund to pay the unpaid principal of, premium, if any, and interest accrued on the Bonds) shall become and shall be immediately due and payable; and

(b) may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of the Airline under this Agreement; provided that the Trustee, as assignee pursuant to the Indenture of certain of the City's rights hereunder, shall not have or be entitled to exercise any rights of entry, re-entry, eviction, reletting, or any similar rights with respect to the Project, the Leased Premises or the Premises, all such rights being exercisable solely by the City pursuant to Site Lease and Article XVI of the Airport Use Agreement.

(c) Any amounts collected pursuant to action taken under this section shall be paid into the Bond Fund (unless otherwise provided in this Agreement) and applied in accordance with the provisions of the Indenture. No action taken pursuant to this Section 6.2 shall relieve the Airline from the Airline's obligations pursuant to Section 4.2 hereof.

(d) Notwithstanding the foregoing provisions of this Section 6.2, if and to the extent that any Event of Default referred to in Section 6.1(b) hereof shall have resulted from the failure on the part of the Airline to observe or perform any covenant, condition or agreement on its part to be observed or performed pursuant to the provisions of this Agreement relating to the City's Unassigned Rights, the City shall be entitled in its own name and for its own account, to the exclusion of any exercise by the City of any other remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute (but without affecting or limiting any of the City's rights or remedies under the Airport Use Agreement or the Site Lease), to institute such action against the Airline as the City may deem necessary to compel performance or observance of such covenant, condition or agreement or to recover damages for the Airline's non-performance or non-observance of the same.

Section 6.3 No Remedy Exclusive.

Except as otherwise provided in the last paragraph of Section 6.2 hereof, no remedy herein conferred upon or reserved to the City or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power orshall 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 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. Such rights and remedies as are given the City hereunder shall also extend to the Trustee as assignee of the City (other than with respect to Unassigned Rights), and the Trustee and the Owners of the Bonds, subject to the provisions of the Indenture, shall be entitled to the benefit of the covenants and agreements herein contained.

Section 6.4 Agreement To Pay Fees And Expenses Of Counsel.

If the Airline should default under any of the provisions of this Agreement and the City or the Trustee should employ counsel or incur other expenses for the collection of the amounts due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Airline herein contained, the Airline agrees that it will on demand therefor pay to the Trustee, the City or, if so directed by the City to the Counsel for the City, the reasonable fees and expenses of such Counsel and such other expenses so incurred by or on behalf of the City or the Trustee.

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

If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be effective unless such waiver is in writing and signed by the party making the waiver. The City shall have no power to waive any default hereunder by the Airline, except a default with respect to the City's Unassigned Rights, which the City may waive unilaterally, without the consent of the Trustee, the Bank or the Owners of the Bonds to such waiver. The Trustee shall have power to waive any default by the Airline hereunder, except a default under Section 4.2(e) or Section 5.4, and except a default with respect to the City's Unassigned Rights, without the prior written concurrence of the City. Notwithstanding the foregoing, if after the acceleration of the maturity of the outstanding Bonds by the Trustee pursuant to Section 9.2 of the Indenture, all arrears of interest on the outstanding Bonds and interest on overdue installments of interest (to the extent permitted by law) at the rate of interest borne by the Bonds and the principal and premium (if any) on all Bonds then outstanding that have become due and payable otherwise than by acceleration, and all other sums payable under the Indenture, except the principal of and the interest on such Bonds that by such acceleration shall have become due and payable, shall have been paid, any and all other "Events of Default" under the Indenture shall have been cured or waived in accordance with the provisions of the Indenture, there shall have been paid the reasonable fees and expenses of the Trustee and of the Owners of such Bonds, including reasonable attorneys' fees and expenses paid or incurred and such Event of

Default under the Indenture shall be waived in accordance with Section 9.6 of the Indenture with the consequence that such acceleration under Section 9.2 of the Indenture is rescinded, then the Airline's default hereunder shall be deemed to have been waived and its consequences rescinded and no further action or consent by the Trustee or the City shall be required.

Article VII.

Option And Obligations Of Airline To Prepay.

Section 7.1 Option To Prepay Bonds.

The Airline shall have, and is hereby granted, the option to prepay the amounts payable hereunder in whole at any time or in part from time to time (a) to provide for the redemption of the Bonds pursuant to the provisions of Section 3.1(a) of the Indenture or (b) to provide for the defeasance of the Bonds pursuant to Article VIII of the Indenture. If the Airline elects to provide for the redemption of Bonds as permitted by this section, the Airline shall notify and instruct the Trustee in accordance with Section 7.3 hereof to redeem all or any portion of the Bonds in advance of maturity.

Section 7.2 Obligations To Prepay Bonds.

The Airline covenants and agrees that if all or any part of the Bonds are called for redemption in accordance with the Indenture or become subject to mandatory redemption, it will prepay the amounts due and to become due hereunder in whole or in part in an amount sufficient to redeem such Bonds on the date fixed for the redemption of the Bonds.

Section 7.3 Notice Of Prepayment; Amount To Be Prepaid.

(a) Unless otherwise provided in Section 7.1 or Section 7.2 hereof, following either (i) the exercise of the options granted to the Airline in Section 7.1 hereof, or (ii) the occurrence of an event described in Section 7.2 hereof giving rise to the obligation to prepay the amounts due hereunder, the Airline shall give forty (40) days prior written notice of prepayment of such amounts to the City, the Trustee and the Bank, if any of the Bonds shall then be unpaid or provision for payment shall not have been made in accordance with the Provisions of the Indenture. On the date fixed for redemption of the Bonds as specified in such notice, there shall be deposited with the Trustee from payments by the Airline as required by Section 7.1 or Section 7.2 hereof, as appropriate, for payment into the Bond Fund the amount required in subsection (b) of this section. The notice shall provide for the date of the application of the prepayment made by the Airline hereunder to the redemption of Bonds in whole or in part pursuant to call for redemption and shall specify the redemption date.

(b) The amount payable by the Airline hereunder upon either (i) the exercise of the option granted to the Airline in Section 7.1 hereof, or (ii) the occurrence of events specified in Section 7.2 hereof shall be, to the extent applicable and except as otherwise provided in Article VIII of the Indenture, the sum of the following:

(i) the amount of money that, when added to the moneys on deposit in the Bond Fund prior to the prepayment being made will be sufficient to provide the amount necessary to redeem the Bonds or portions thereof to be redeemed on the date selected for such redemption, including, without limitation, principal, redemption premium, if any, and all interest accrued and to accrue to said redemption date and redemption expenses; plus

(ii) if all of the Bonds are to be redeemed, an amount equal to the Trustee's reasonable fees and expenses under the Indenture accrued and to accrue until the final payment and redemption of the Bonds.

(c) Any prepayment made pursuant to Section 7.1 or Section 7.2 hereof shall be deposited into the Bond Fund. No repayment or investment of the proceeds thereof (including for this purpose proceeds from the reinvestment thereof) shall be made that shall cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 7.4 Relative Position Of Options And Indenture.

The options granted to the Airline in this Article shall be and remain prior and superior to any right of the City to redeem all or a portion of the Bonds as may be provided in the Indenture and except as the contrary is expressly provided herein may be exercised whether or not the Airline is in default hereunder.

Section 7.5 Cancellation At Expiration Of Term.

At the acceleration, termination or expiration of the term of this Agreement and following full payment of the Bonds or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions of this Agreement and the Indenture, the City shall deliver to the Airline any documents and take or cause the Trustee to take such actions as may be requested of it to effectuate the cancellation and evidence the termination of this Agreement. Termination of this Agreement shall not effect the respective rights and obligations of the City and the

Airline under the Airport Use Agreement or the Site Lease or the survival of the Airline's obligations hereunder to the extent provided in Section 8.10 hereof.

Article VIII.

Miscellaneous.

Section 8.1 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Airline and their respective successors and assigns, subject, however, to the limitations contained in Section 5.3 and Section 5.6 hereof.

Section 8.2 Execution Counterparts.

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

Section 8.3 Amendments, Changes And Modifications.

Subsequent to the issuance of the Bonds and prior to payment or provision for the payment of the Bonds in full (including interest and premium, if any, thereon) in accordance with the provisions of the Indenture, this Agreement may not be amended, changed, modified, altered or terminated by the City and the Airline except as provided in Section 3.1 hereof and Article XII of the Indenture.

Section 8.4 Severability.

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

Section 8.5 Amounts Remaining In Any Fund Or With Trustee.

After payment in full of (a) the principal of, premium, if any, and interest on the Bonds, (b) the fees, charges and expenses of the City, the Trustee, the

Bond Registrar and the Remarketing Agent in accordance herewith and with the Indenture and the Remarketing Agreement (the payment of which fees, charges and expenses shall be evidenced by a written certification of the Airline that it has fully paid all such fees, charges and expenses and of the City that all of its fees, charges and expenses have been paid by the Airline), and (c) all other amounts required to be paid under this Agreement or the Indenture and not applied to the principal of, premium, if any, and interest on the Bonds shall belong to and be paid to the Airline by the Trustee; provided that if the Trustee shall have drawn under the Letter of Credit, the Trustee shall request a written statement from the Bank as to whether or not the Bank has been reimbursed by the Airline for any and all such drawings under the Reimbursement Agreement (other than an obligation for a drawing under the Letter of Credit to purchase Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not due and owing under the Reimbursement Agreement and except to the extent any other obligations are disputed in good faith), such amounts remaining in the Bond Fund or the Bond Purchase Fund shall, upon written notice from the Bank that the Airline has not reimbursed the Bank under the Reimbursement Agreement for any such drawing under the Letter of Credit (which notice shall state the unreimbursed amount), shall be deemed to constitute property of and be paid to the Bank by the Trustee to the extent that the Airline has not so reimbursed the Bank.

Section 8.6 Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given to the parties required hereunder to receive such notice, certificate or communication when mailed by registered mail, postage prepaid, addressed as follows:

If To The City:	City of Chicago Office of Comptroller City Hall, Room 501 121 North LaSalle Street Chicago, Illinois 60602 Attention: City Comptroller
With Copies To:	City of Chicago Department of Aviation Chicago O'Hare International Airport Terminal 2 -- Mezzanine P.O. Box 66142 Chicago, Illinois 60666 Attention: Commissioner of the Department of Aviation

	City of Chicago Department of Law City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If To The Airline:	American Trans Air, Inc. P.O. Box 51609 Indianapolis, Indiana 46251-0609 Attention: Vice President, Properties and Facilities
With A Copy To:	General Counsel American Trans Air, Inc. P.O. Box 51609 Indianapolis, Indiana 46251-0609
If To The Trustee:	______________ ______________ ______________ Attention: ________ ________
If To The Bank:	Bank of Montreal 111 West Monroe Street Chicago, Illinois 60603 Attention: ________

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Airline to the other shall also be given to the Trustee and the Bank. The City, the Airline, the Trustee and the Bank may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 8.7 Further Assurances.

The Airline agrees and undertakes to perform any and all obligations of the Airline contained in and pursuant to the Indenture and agrees to be bound by the provisions thereof.

Section 8.8 Applicable Law.

This Agreement Shall Be Governed Exclusively By And Construed In Accordance With The Laws Of The State Of Illinois Applicable To Contracts Made And To Be Performed In The State Of Illinois.

Section 8.9 City's Obligations Limited.

Anything in this Agreement to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that (a) the City may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the City by the Trustee or the Airline as to the existence of any fact or state of affairs required hereunder to be noticed by the City; (b) the City shall not be under any obligation hereunder to perform any record keeping or to provide any legal services, it being understood that such services shall be performed either by the Trustee or the Airline; and (c) none of the provisions of this Agreement shall require the City to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall first have been adequately indemnified to its satisfaction against the cost, expenses and liability that may be incurred thereby.

Notwithstanding anything herein contained to the contrary, any obligation that the City may incur under this Agreement or under any instrument executed in connection herewith that shall entail the expenditure of money shall not be a general obligation of the City but shall be a limited obligation payable solely from Special Facility Revenues.

Section 8.10 Term Of The Agreement.

This Agreement shall be in full force and effect from its date to and including such date as all of the Bonds issued under the Indenture shall have been fully paid or retired (or provision for such payment shall have been made or provided in the Indenture), provided that the covenants of the Airline contained in Sections 3.1, 3.5, 3.6, 4.2(c), 4.2(e), 5.4 and 6.4 hereof shall survive termination of this Agreement.

The Bonds are subject to mandatory redemption pursuant to Section 3.1(d) of the Indenture if the Airport Use Agreement shall have expired or shall have been terminated in accordance with its terms (unless the Airport Use Agreement shall have been replaced with another agreement of similar tenor and effect); and in such event this event this Agreement shall terminate and be of no further force or effect following the payment by the Airline of all amounts payable by the Airline hereunder.

Nothing contained in this Agreement is intended or shall be construed to preclude or limit in any way the exercise by either the City or the Airline of their respective rights or remedies under the Airport Use Agreement or the Site Lease nor to give to the Airline any separate right to use or occupy the Project or any other part of the Airport.

Section 8.11 Sale Of Materials To Contractors For Incorporation Into City-Owned Real Estate.

The City acknowledges that the Project is affixed to real estate owned by the City. Accordingly, the City agrees that it will furnish written confirmation of factual matters with respect to its ownership of the Project to the Airline or to any applicable taxing authority at the reasonable request of the Airline in connection with any application of the Airline for an exemption from retailers' occupation tax for all purchases of building materials to be incorporated into the Project, use tax and all similar taxes for which such an exemption is appropriate.

Section 8.12 References To Bank And Letter Of Credit.

At any time while the Letter of Credit is not in effect and all amounts payable under the Reimbursement Agreement have been paid, all references to the Bank and the Letter of Credit shall be ineffective.

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

City of Chicago

By: ______________________
City Comptroller

[Seal]

Attest:

____
City Clerk

American Trans Air, Inc.

By: __________________________
(Title)

Attest:

____
Assistant Secretary

((Sub)Exhibits "D", "E", "F", "G", "J", "K", "L" and the Site Lease referred to in this Special Facility Financing Agreement unavailable at time of printing.)

(Sub)Exhibit "A" referred to in this Special Facility Financing Agreement reads as follows:

(Sub)Exhibit "A".
(To Special Facility Financing Agreement)

Description Of Project.

The Project shall comprise and consist of the individual capital components described below. With the approval of the Commissioner, which approval shall not be unreasonably withheld, the Airline may modify or amend the description of the Project and may change the projected beginning and completion dates of construction of any capital component; provided that the Airline will make no supplements, amendments, modification or additions that would render the interest on any Bonds subject to federal income taxes for any reason.

No construction with respect to any capital component described herein shall be commenced until the City and the Airline shall have received all necessary governmental approvals therefor. In this regard, the Airline and the City will use their best efforts to obtain all such approvals in a timely manner.

Improvements To Terminal.

-- Holdroom painting of Gates C-1, C-2 and C-3.

-- Construction of passenger holdroom areas, operation offices and jetway exit doors on Gates C-4 and C-5.

-- Flight Information Display System.

-- Purchase and modify jet bridges for Gates C-1 and C-2.

-- Miscellaneous construction in gate and terminal areas to accommodate increased operation staff and improve passenger comfort.

Hangar No. 2 -- West Bay Improvements.

-- Asbestos Removal: All fire protection piping covered with asbestos insulation must be removed and properly disposed. Floor tile made of asbestos must be removed and properly disposed.

-- Fire Protection System: The fire protection system must be upgraded to comply with all applicable statutes, codes and regulations.

-- Fire Doors: Most fire doors must be removed and replaced. Some require removal and reconstruction. All fire doors must satisfy all current applicable fire codes.

-- Restroom Renovation: Demolition, removal and replacement of restroom facilities as necessary. Sufficient new facilities must be built to satisfy all applicable statutes, regulations and codes.

-- Floor Repairs: Some minor damage exists on hangar floor. Bad areas must be cut out, old floor surface removed and replaced.

Chemical stains exist on the hangar floor and in some of the shop areas. These chemicals must be identified and properly mitigated.

-- Rebuild Hangar Doors: Hangar doors are currently inoperative. Doors must be rebuilt as necessary. The existing door tracks are in need of extensive repairs. The door opening mechanism must be replaced. The doors are made of steel with extensive glass panes in them. Many of these glass panes must be replaced due to breakage.

-- Electrical System: Most of the electrical service is inoperative and predates current codes. All electrical components must be inspected and replaced with approved material. Electrical components must be added to provide proper electricity for modern jet aircraft and equipment necessary to service same.

-- Plumbing: The plumbing system must be inspected, repaired and/or replaced to comply with all current federal, local and state guidelines.

-- Ramp: Borings shall be performed as necessary to the ramp to insure that the underlying ramp area is sufficient to accommodate the weight of 757 aircraft. Depending on the results of the borings, repairs and replacement will be accomplished as necessary.

-- Ceiling and Wall Cleaning: Accumulation of bird feces, dust and other materials such as asbestos, must be properly removed and disposed. There is evidence of lead paint on the walls and doors. This paint must be removed and/or sealed to eliminate further contamination and to mitigate environmental concerns.

-- Windows: This facility contains an unusually large number of windows, many of which have been broken and must be replaced. All of them need to be inspected for specific damage and repaired as necessary.

-- Interior/Exterior Doors: The majority of the doors throughout the facility require replacement and repair. Most are without locking mechanisms and must be fitted with proper equipment, for security and protection of the property and equipment.

-- Pest Removal: There is a large population of birds; rats, mice and other rodents; dogs; and insects inhabiting the facility, which must be removed.

-- Lighting: Most of the lighting in the hangar interior must be replaced with approved material to comply with all federal, local and state codes. Some appear to be salvageable.

-- Air Compressor: The air compressor units must be replaced. Air compressors are needed to provide power to operate equipment and tooling for maintenance of aircraft.

-- Interior Office: The interior office areas must be upgraded. Components such as walls, electricity, floor covering, electrical, lighting, doors, and H.V.A.C. shall be installed and/or replaced as necessary. Except for the exterior walls of the facility, most interior components shall be replaced as necessary.

-- Structural Repairs: Some of the interior and exterior walls have been damaged. These areas must be inspected, re-engineered and rebuilt as necessary to comply with all federal, local and state codes.

-- Drainage and Sewage: All waste water components must be inspected, repaired and/or replaced. All systems must be brought up to current environmental waste water codes to prevent accidental environmentally hazardous discharge.

-- Exterior Lighting: Exterior lighting must be brought up to current F.A.A. requirements. Navigation lighting must be installed on the exterior of the facility per F.A.A. requirements.

-- Roof: The current roof was installed approximately in 1991 or 1992. Since that time the roof has deteriorated due to lack of occupancy. Complete inspection and repair is necessary. It is unknown at this time the full extent of repairs necessary, although visual inspection does not reveal extensive problems.

-- Miscellaneous: Complete any unforeseen work not specifically mentioned above required to comply with all local, state and federal codes, subject to prior City approval.

Hangar No. 2 -- East Bay Improvements.

-- Electrical System: A complete inspection, repair and replacement of electrical components with approved material will be made. All components will be brought up to comply with current federal, local and state codes. Additional electrical components and service will be required to accommodate modern jet aircraft and equipment necessary to service same.

-- Restroom Repairs: All restroom facilities will be inspected and repaired as necessary to comply with all local, state and federal codes.

-- Floor Repairs: Hangar floor will be inspected and repairs or replacements will be made as necessary.

-- Roof: Inspection will be performed to determine any repairs which may be necessary.

-- Doors: Repair and replace all doors as necessary.

-- Drainage and Sewage: All waste water components must be inspected, repaired and/or replaced. All systems must be brought up to current environmental waste water codes to prevent accidental environmentally hazardous discharge.

-- Interior Office: Inspect, repair, replace and remodel as required to comply with all local and state codes.

-- Fire Protection System: Complete inspection, repairs and replacement (if any) will be performed to protection system to comply with all federal, local and state codes.

-- Miscellaneous: Complete any unforeseen work not specifically mentioned above required to comply with all local, state and federal codes.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SETTLEMENT AGREEMENTS REGARDING VARIOUS CASES.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) proposed orders authorizing the Corporation Counsel to enter into and execute settlement orders in the following cases:

A. *Treleaven, et al. v. City of Chicago*, 90 L 19915 in the amount of $200,000; and

B. *Property Tax Rate Objections* -- Miscellaneous Numbers 87-16, 88-15 and 89-17, Circuit Court of Cook County, in the amount of $8,900,000,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Treleaven, et al. v. City of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Treleaven, et al. v. City of Chicago*, 90 L 19915 in the amount of $200,000.

Property Tax Rate Objections.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Property Tax Rate Objections* -- Miscellaneous Numbers 87-16, 88-15 and 89-17, Circuit Court of Cook County, in the amount of $8,900,000.

EVIDENCE OF CITY'S INTENT FOR ISSUANCE OF INDUSTRIAL DEVELOPMENT BONDS FOR MORSE AUTOMOTIVE CORPORATION.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance which would evidence the City's intent to issue Industrial Development Bonds on behalf of Morse Automotive Corporation, in the amount of $7,500,000, 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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, Morse Automotive Corporation, a Delaware corporation (the "Borrower"), has proposed a certain industrial development project consisting of (i) the acquisition and renovation of a facility located at 4130 South Morgan Street, Chicago, Illinois 60609 and (ii) the acquisition and installation of machinery and equipment at said project site which will be used for the production, manufacturing and distribution of automotive parts, 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 Seven Million Five Hundred Thousand Dollars ($7,500,000) (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 "official intent" 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 Seven Million Five Hundred Thousand Dollars ($7,500,000).

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.

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 AMENDMENT OF TERMS OF URBAN DEVELOPMENT ACTION GRANT LOAN TO KEDZIE PLAZA ASSOCIATES.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending the terms of an Urban Development Action Grant loan for Kedzie Plaza Associates, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and as such may legislate matters which pertain to its local governmental affairs; and

WHEREAS, The City and the United States Department of Housing and Urban Development ("H.U.D.") entered into that certain U.D.A.G. Grant Agreement for Urban Development Action Grant Number B-81-AA-17-0055 in the amount of Six Hundred Thousand Dollars ($600,000), effective

January 19, 1981, which agreement has been amended from time to time; and

WHEREAS, The City, through its Department of Planning, and Kedzie Plaza Associates, an Illinois limited partnership (the "Borrower"), entered into that certain Development Agreement dated January 28, 1981 providing for a loan from the City to the Borrower in the original principal amount of Six Hundred Thousand Dollars ($600,000) (the "Loan") for the construction of improvements on the land located at the southwest corner of South Kedzie Avenue and West 47th Street in Chicago, Illinois (the "Real Property"); and

WHEREAS, The Loan is secured by, among other things, a Mortgage dated July 1, 1981 by the Borrower in favor of the City of the Borrower's leasehold interest in the Real Property (the "Junior Mortgage") pursuant to a ground lease dated November 3, 1980 between the Board of Trustees of the National Electrical Contractors Association Pension Benefit Trust Fund (the "Senior Lender"), as landlord, and the Borrower, as tenant; and

WHEREAS, The Loan is subordinate to a loan, in the original principal amount of Two Million One Hundred Thousand Dollars ($2,100,000) (the "Senior Loan"), made by Cohen Financial Corporation ("Cohen") to the Borrower, with an outstanding balance of principal and interest of approximately One Million Five Hundred Twenty-five Thousand Dollars ($1,525,000) as of July 1, 1995, which Senior Loan was subsequently purchased from Cohen by the Senior Lender; and

WHEREAS, With respect to Urban Development Action Grant Number B-81-AA-17-0055, a Closeout Agreement was executed by the City and H.U.D. on August 22, 1983 and July 14, 1983, respectively, and a Certificate of Project Completion was executed by the City and H.U.D. on July 31, 1990 and August 9, 1990, respectively; and

WHEREAS, The rights, powers, duties, obligations and responsibilities of the Department of Planning were assumed by the Department of Planning and Development ("D.P.D.") pursuant to an ordinance passed by the City Council of the City on December 11, 1991 and published at pages 10936 -- 10978 of the Journal of Proceedings of the City Council of the City of that date; and

WHEREAS, The Borrower proposes to refinance the Senior Loan through Cole Taylor Bank (the "New Senior Lender") and, among other things, to (i) increase the total amount of the Senior Loan to an amount not to exceed Two Million Seven Hundred Thousand Dollars ($2,700,000), (ii) shorten the maturity date thereof by approximately seven years, and (iii) reduce the interest rate thereon; and

WHEREAS, The Borrower will use the proceeds of the refinancing to, among other things, acquire the Real Property and in connection therewith, the Borrower and the City will amend the Junior Mortgage (the "Amended Junior Mortgage") to grant the City, as additional collateral, a mortgage on the Real Property instead of on the Borrower's leasehold interest therein; and

WHEREAS, The Borrower has requested that the City agree to subordinate its mortgage on the Real Property and the improvements to that of the New Senior Lender (the "City Subordination"); and

WHEREAS, D.P.D. has reviewed and approved the above-described request of the Borrower; now, therefore,

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

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

SECTION 2. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner is hereby authorized, subject to approval of the Corporation Counsel, to enter into and execute the Amended Junior Mortgage documents relating to the City Subordination and any other such agreements and instruments, and perform any and all acts on behalf of the City as shall be necessary or advisable in connection therewith. The Commissioner is hereby authorized, subject to approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the foregoing in substantial conformity with the terms described herein.

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.

AMENDMENT OF ORDINANCE WHICH ESTABLISHED ENTERPRISE ZONE 2 BY EXPANSION OF BOUNDARIES.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance expanding the boundaries of Enterprise Zone 2, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on December 23, 1982, passed an ordinance establishing Proposed Enterprise Zone 2 appearing on Council Journal pages 14291 to 14293; and amended and appearing in the June 20, 1984 Journal of Council Proceedings on pages 7531 to 7533; and amended and appearing in the September 12, 1990 Journal of Council Proceedings on pages 20248 to 20251; and amended and appearing in the February 4, 1992 Journal of Council Proceedings on pages 11914 to 11917; and amended and appearing in the December 15, 1992, Journal of Council Proceedings on pages 26560 to 26565; and amended and appearing in the August 4, 1993 Journal of Council Proceedings on pages 36247 to 36253; and amended and appearing in the August 3, 1994 Journal of Council Proceedings on pages 54072 to 54078 (collectively, the "Designating Ordinance"); and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, 20 ILCS 655/1, et seq. ("Illinois Enterprise Zone Act") to amend or modify the boundaries of enterprise zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone 2 will increase the development and rehabilitation of the depressed areas on the near south and southwest sides of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone 2 as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 16-12 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the Designating Ordinance is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

> The following area, hereafter referred to as "Zone 2", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone 2:
>
> > beginning at the intersection of South Western Avenue and the north side of West Pershing Road; then running east on the north side of West Pershing Road to South Ashland Avenue; then running north on South Ashland Avenue to West 30th Street; then running east on West 30th Street to South Wabash Avenue; then running north on South Wabash Avenue to West 28th Street; then running east on West 28th Street to South Michigan Avenue; then running south on South Michigan Avenue to East 30th Street; then running east on East 30th Street to South Dr. Martin Luther King, Jr. Drive; then running south on South Dr. Martin Luther King, Jr. Drive to East 35th Street; then running east on East 35th Street to South Cottage Grove Avenue; then running south on South Cottage Grove Avenue to East 51st Street; then running west on East 51st Street to South Ashland Avenue; then running north on South Ashland Avenue to the south line of West 47th Street; then running west on the south line of West 47th Street to the west line of South Hoyne Avenue; then running south on the west line of South Hoyne Avenue to West 49th Street; then running west along West 49th Street to the east berm of the Conrail Railroad line; then north along the east berm of the Conrail Railroad line to the south line of West 47th Street; then

running west on the south line of West 47th Street to South Western Avenue; then running north on South Western Avenue to the south line of West Pershing Road; then west along the south line of West Pershing Road to South Kedzie Avenue; then south along South Kedzie Avenue a distance of 800 feet; then due west to the east boundary of the Santa Fe Railway property (South Homan Avenue extended); then north along the east boundary of the Santa Fe Railway Property (South Homan Avenue extended) to the south line of West Pershing Road; then west along the south line of West Pershing Road to South Central Park Avenue extended; then south on South Central Park Avenue extended to West 47th Street; then east on West 47th Street to the first alleyway west of South Kedzie Avenue; then north along said alleyway to West 46th Street; then east along West 46th Street to South Kedzie Avenue; then south on South Kedzie Avenue to West 47th Street; then east on West 47th Street to the east line of South Whipple Street; then south on the east line of South Whipple Street to West 48th Place, then east along West 48th Place to South California Avenue; then south on South California Avenue to West 49th Street extended; then west on West 49th Street extended to South Spaulding Avenue extended; then south on South Spaulding Avenue extended to West 51st Street; then west along West 51st Street to a line which is 155 feet west of and parallel to the centerline of South St. Louis Avenue; then north along said line to West 49th Street extended; then west along West 49th Street extended to South Central Park Avenue; then north on South Central Park Avenue to West 48th Street; then west on West 48th Street to the east line of South Pulaski Road; then south along the east line of South Pulaski Road to [the Belt Railway of Chicago; then southwest along said railway to South Keeler Avenue; then north along South Keeler Avenue to West 51st Street; then east along West 51st Street to the west line of South Pulaski Road; then north along the west line of South Pulaski Road to 48th Street;] *a point 1½ feet north of the centerline of West 51st Street; then east along said point to the south boundary line of the Chicago Union Transfer Railroad (Belt); then northeast along the south boundary line of the Chicago Union Transfer Railroad (Belt) to the east side of South Hamlin Avenue extended; then south along the east side of South Hamlin Avenue extended to the centerline of West 51st Street; then west along said centerline of West 51st Street to the south boundary line of the Chicago Union Transfer Railroad (Belt); then southwest along said boundary line to the east side of South Keeler Avenue; then north along the east side of South Keeler Avenue to the centerline of West 51st Street; then west along West 51st Street to the centerline of South Pulaski Road; then north along the centerline of South Pulaski Road to West 48th Street;* then west along West 48th Street to the east line of South Cicero Avenue, then south on the east line of South Cicero Avenue to the south boundary of the Chicago Belt Line Railroad property; then southeasterly along the south boundary of the Chicago Belt Line Railroad property to a point in the northeast quarter of Section 27, Township 38 North, Range 13 East of the Third Principal Meridian, said point being a concrete monument with a bronze rod located at an approximate distance of 3,536 feet east of the west line of Section 27, and approximately 2,016 feet north of the east/west centerline of Section 27; then continuing southeasterly a distance of 752 feet; then south a distance of 841 feet; then east a distance of 150 feet; then south to West 76th Street extended; then west along West 76th Street extended a distance of 873 feet; then north a distance of 2,642 feet; then running parallel to the south boundary of the Chicago Belt Line Railroad property on a northwesterly direction to a point which is approximately 530 feet east of South Kostner Avenue extended; then south a distance of 85 feet; then northwesterly along a line parallel to the south boundary of the Chicago Belt Line Railroad property to the east line of South Kostner Avenue extended; then south along the east line of South Kostner Avenue extended to a point which is approximately 196 feet south of the northern boundary of the Ford City Shopping Center; then west a distance of approximately 325 feet; then north to the northern boundary of the Ford City Shopping Center (such boundary being a concrete wall running on an easterly/westerly direction); then west along the northern boundary of the Ford City Shopping Center to a point which is approximately 190 feet east of South Cicero Avenue; then north a distance of 450 feet; then west to South Cicero Avenue; then north along Cicero Avenue to the north line of West 72nd Street; then east along West 72nd Street a distance of approximately 1,660 feet; then north a distance of approximately 800 feet to a point which is south of the Chicago Belt Line Railroad property line; then running parallel to the south boundary of the Chicago Belt Line Railroad property on a northwesterly direction the median of South Cicero Avenue; then running north along South Cicero Avenue to West 63rd Street; then west on West 63rd Street to South Central Avenue; then north on South Central Avenue to West 55th Street; then east on West 55th Street to the west line of South Cicero Avenue; then north on the west line of South Cicero Avenue to the Sanitary and Ship Canal of Chicago; then northeasterly along the Sanitary and Ship Canal of Chicago to the Belt Railroad line; then north along the Belt Railroad line and the City Boundary to West 35th Street extended to South Kolin Avenue extended; then south along South Kolin Avenue extended to the Stevenson Expressway; then northeast along the Stevenson Expressway to the north line of West Pershing Road; then east along the north line of West Pershing Road to South Western Avenue. (see Attachment A).

SECTION 2. That Section 3 of the Designating Ordinance is hereby further amended by deleting the language bracketed and inserting the language in italics, as follows:

That Zone 2 meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act in that:

1. it is a contiguous area entirely within the City of Chicago;

2. it comprises [11.557] *11.594* square miles, which is within the range allowed by the Illinois Enterprise Zone Act;

3. it is a depressed area as shown by census tract data, and other data; and

4. it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. That Attachment A of the Designating Ordinance is hereby deleted and replaced with a new Attachment A to be placed on file in the City Clerk's Office and later attached to this ordinance.

SECTION 4. The modification of the boundaries of Enterprise Zone 2 provided herein shall not be effective unless the State approves such modification, and until such approval is given none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this amendment to Enterprise Zone 2 approved and certified by the State.

SECTION 7. This ordinance shall be effective from and after its passage.

[Attachment "A" referred to in this ordinance unavailable at time of printing.]

AMENDMENT OF ORDINANCE WHICH ESTABLISHED ENTERPRISE ZONE 5 BY EXPANSION OF BOUNDARIES.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance expanding the boundaries of Enterprise Zone 5, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on December 16, 1983 passed an ordinance establishing Proposed Enterprise Zone 5 appearing on Council Journal pages 3992 and 3994 to 3995; and amended and appearing in the May 13, 1987 Journal of Council Proceedings on pages 266 to 268; and amended and appearing in the February 6, 1991 Journal of Council Proceedings on pages 29400 to 29403; and amended and appearing in the September 11, 1991 Journal of Council Proceedings on pages 4628 to 4634; and amended and appearing in the March 25, 1992 Journal of Council Proceedings on pages 13707 to 13711; and amended and appearing in the September 15, 1993 Journal of Council Proceedings on pages 37372 to 37375;

and amended and appearing in the September 14, 1994 Journal of Council Proceedings on pages 55998 to 56005 (collectively, the "Designating Ordinance"); and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act, 20 ILCS 655/1, et seq. ("Illinois Enterprise Zone Act") to amend or modify the boundaries of enterprise zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone 5 will increase the development and rehabilitation of the depressed areas on the west side of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone 5 as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 16-12 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the Designating Ordinance is hereby amended by inserting the language in italics, as follows:

> The following area, hereafter referred to as "Zone 5", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone 5:
>
> > starting at the corner of North Cicero Avenue and West Chicago Avenue; then running north on North Cicero Avenue to West Bloomingdale Avenue; then west on West Bloomingdale Avenue to North Narrangasett Avenue; then north on North Narrangasett Avenue to West Fullerton Avenue; then east on West Fullerton Avenue to the west line of North Cicero Avenue; then running north on the west line of North Cicero Avenue to the north line of the Chicago and Northwestern railroad tracks; then northeast along said tracks to North Kenton Avenue; then south on North Kenton Avenue to North Kimberly Avenue; then southwest on North Kimberly Avenue to North Elston Avenue; then north on North Elston Avenue to the south line of the Chicago and Northwestern railroad tracks; then south along the south line of said tracks to the east line of North Cicero Avenue; then south on the east line of North Cicero Avenue to West Fullerton Avenue; then east along West Fullerton Avenue to North Kostner Avenue; then north on North Kostner Avenue to North Wellington Avenue; then east on West Wellington Avenue *to the centerline of North Lowell Avenue; then running north along the centerline of North Lowell Avenue to the south side of West Belmont Avenue; then running east along the south side of West Belmont Avenue to the west side of North Kildare Avenue extended; then running south along the west side of North Kildare Avenue extended,*

and North Kildare Avenue to the north side of West Barry Avenue; then running west along the north side of West Barry Avenue to a point three feet east of the centerline of North Lowell Avenue; then running south along a line drawn three feet east of the centerline of North Lowell Avenue to West Wellington Avenue; then east on West Wellington Avenue to North Pulaski Road; then south on North Pulaski Road to West Belden Avenue; then east on West Belden Avenue to North Springfield Avenue; then south on North Springfield Avenue to West Dickens Avenue; then east on West Dickens Avenue to North Central Park Avenue; then running south on North Central Park Avenue to the south side of West Cortland Street; then running west on the south side of West Cortland Street to North Pulaski Road; then running south on North Pulaski Road to West Division Street; then east on West Division Street to North Hamlin Avenue; then south along North Hamlin Avenue to the first alley south of West Division Street; then west along the first alley south of West Division Street to North Pulaski Road; then south along North Pulaski Road to West Chicago Avenue; then running east on West Chicago Avenue to North Kedzie Avenue; then running south on North Kedzie Avenue to the Eisenhower Expressway; then running west on the Eisenhower Expressway to North Cicero Avenue; then running north on North Cicero Avenue to West Madison Street; then running west on West Madison Street to North Central Avenue; then running north on North Central Avenue to West Chicago Avenue; then running east on West Chicago Avenue to the beginning point at North Cicero Avenue. (See Attachment A)

SECTION 2. That Section 2 of the Designating Ordinance is hereby further amended by deleting the language bracketed and inserting the language in italics, as follows:

That Zone 5 meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that:

1) it is a contiguous area entirely within the City of Chicago;

2) it comprises [9.461] *9.522* square miles, which is within the range allowed by the Illinois Zone Act;

3) it is a depressed area as shown by census tract data and other data; and

4) it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. The Attachment A of the Designating Ordinance is hereby deleted and replaced with the Attachment A that is attached hereto and which will be placed on file with the City Clerk's Office.

SECTION 4. The modification of the boundaries of Enterprise Zone 5 provided herein shall not be effective unless the State approves such modification, and until such approval is given, none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this amendment to Enterprise Zone 5 approved and certified by the State.

SECTION 7. This ordinance shall be effective from and after its passage.

[Attachment "A" referred to in this ordinance printed on page 6569 of this Journal.]

APPROVAL FOR AMENDMENT OF TERMS OF URBAN DEVELOPMENT ACTION GRANT LOAN TO ELSTON PLAZA ASSOCIATES.

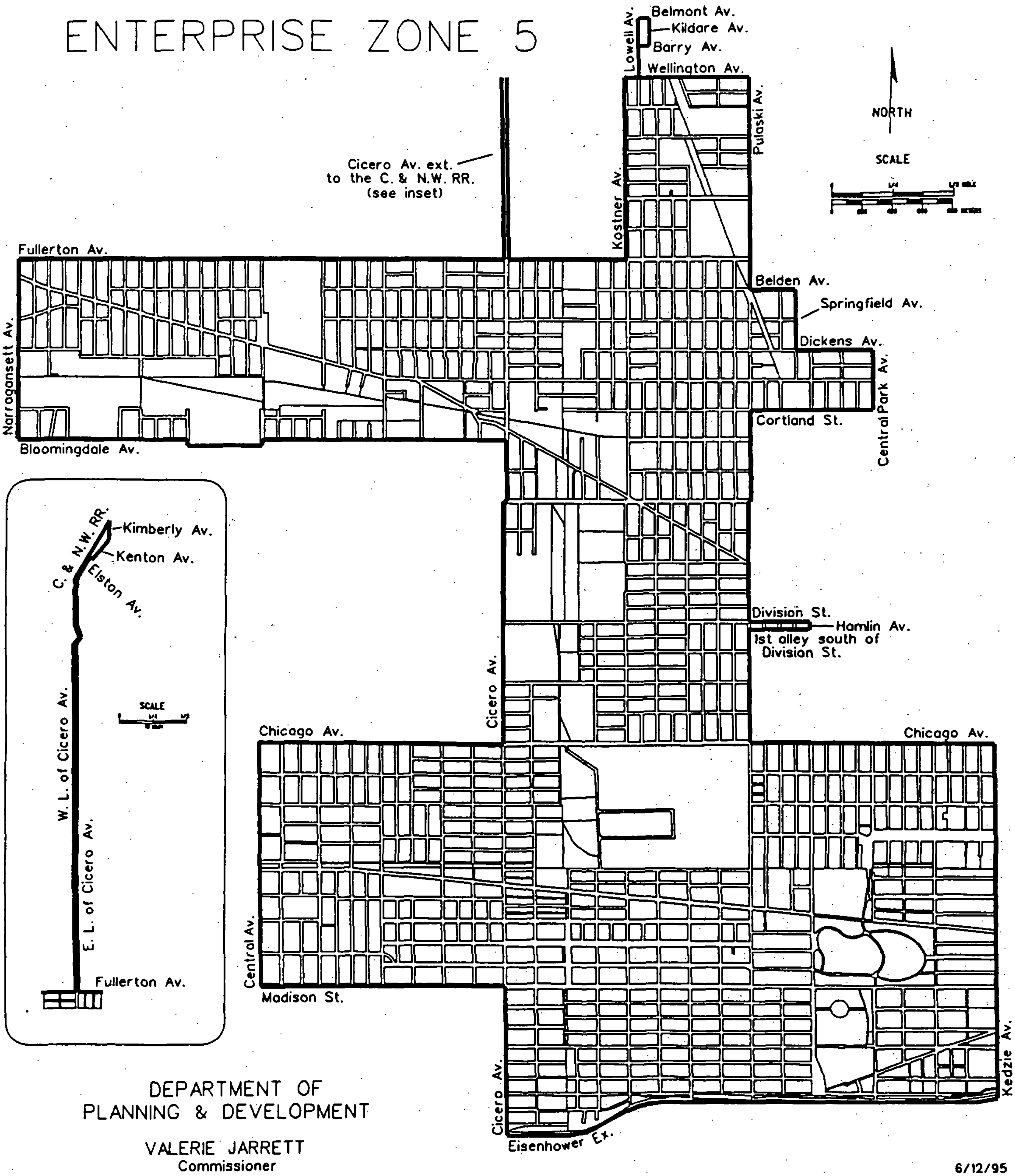
The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

(Continued on page 6570)

Attachment "A".



(Continued from page 6568)

Your Committee on Finance, having had under consideration an ordinance amending the terms of an Urban Development Action Grant loan for Elston Plaza Associates, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and as such may legislate matters which pertain to its local governmental affairs; and

WHEREAS, The City Council of the City ("City Council") enacted an ordinance on March 6, 1981, published at page 5524 of the Journal of Proceedings of the City Council of that date (the "H.U.D. Ordinance"), pursuant to which the City authorized (i) the submission by the Mayor of the City, through its Department of Planning, of an application to the United States Department of Housing and Urban Development ("H.U.D.") for an

Urban Development Action Grant to the City in the amount of One Million Seven Hundred Seventy-one Thousand Six Hundred Eleven Dollars ($1,771,611) for the Elston Plaza Neighborhood Commercial Project and (ii) upon approval of the application by H.U.D., the execution by the City of an Urban Development Action Grant Agreement between the City and H.U.D.; and

WHEREAS, Pursuant to the H.U.D. Ordinance, the City and H.U.D., entered into that certain U.D.A.G. Grant Agreement for Urban Development Action Grant Number B-81-AA-17-0081 in the amount of One Million Six Hundred Fifty Thousand Dollars ($1,650,000), effective October 30, 1981, with respect to a loan from the City, in the amount of One Million Six Hundred Fifty Thousand Dollars ($1,650,000), to Elston Plaza Associates, an Illinois limited partnership (the "Borrower"), for partially paying for the costs of improvements proposed to be undertaken by the Borrower on land located at the southwest corner of the intersection of North Elston Avenue, North Kedzie Avenue and West Addison Street, commonly known as 3500 North Kedzie Avenue and 3580 North Elston Avenue in Chicago, Illinois (the "Property"); and

WHEREAS, The City and the Borrower entered into that certain Development Agreement dated July 16, 1982 providing for a loan from the City to the Borrower in the amount of One Million Six Hundred Fifty Thousand Dollars ($1,650,000) (the "Loan"), which agreement was amended by an Amendment to Development Agreement dated August 31, 1982 and a First Amendment to Development Agreement dated February 22, 1983 (such agreement, as amended, the "Development Agreement"); and

WHEREAS, The Loan was evidenced by a Mortgage Note dated February 22, 1983 made by the Borrower in favor of the City, secured by that certain Junior Mortgage dated February 22, 1983, made by the Borrower as mortgagor in favor of the City as mortgagee, recorded in the office of the Cook County, Illinois Recorder of Deeds on March 17, 1983 as document number 26539 614 (the "Junior Mortgage"); and

WHEREAS, Pursuant to a Subordination of Lien dated March 29, 1984 executed by the City and the Borrower which was recorded in the office of the Cook County, Illinois Recorder of Deeds as document number 27025998, the Junior Mortgage is and was subordinate to (i) that certain Mortgage, Collateral Assignment of Leases and Rents and Security Agreement dated as of March 14, 1984 made by the Borrower as mortgagor in favor of Continental Assurance Company (the "First Senior Lender"), recorded in the office of the Cook County, Illinois Recorder of Deeds as document number 27025996 (the "First Senior Mortgage"), relating to the loan in the original principal amount of Two Million One Hundred Sixty-one Thousand One Hundred Thirty-eight Dollars and thirty-one cents ($2,161,138.31) made by the First Senior Lender to the Borrower, which loan was assigned by the First Senior Lender to the Seymour Taxman Inter Vivos Trust, and (ii) to that certain Mortgage (the "Second Senior Mortgage") (the First Senior Mortgage and the Second Senior Mortgage collectively known as the "Senior Mortgage") made by the Borrower as mortgagor in favor of the Great-West Life Assurance Company (the "Second Senior Lender") (the First Senior Lender and the Second Senior Lender collectively known as the "Senior Lender"), relating to the loan in the original principal amount of Three Million One Hundred Fifty Thousand Dollars ($3,150,000) made by the Second Senior Lender to the Borrower (the financing described above referred to herein as the "Senior Financing"); and

WHEREAS, With respect to Urban Development Action Grant Number B-81-AA-17-0081, a Closeout Agreement was executed by the City and H.U.D. on September 29, 1986 and September 25, 1986, respectively, and a Certificate of Project Completion was executed by the City on September 28, 1989 and by H.U.D.; and

WHEREAS, The rights, powers, duties, obligations and responsibilities of the Department of Planning were assumed by the Department of Planning and Development ("D.P.D.") pursuant to an ordinance passed by the City Council on December 11, 1991 and published at pages 10936 -- 10978 of the Journal of Proceedings of the City Council of the City of that date; and

WHEREAS, One of the original general partners of the Borrower, John Coleman, will no longer have any partnership interest in the Borrower after the proposed restructuring of the Loan, and any liabilities and obligations of John Coleman or any of his affiliates with respect to the Loan, including those obligations arising under any guaranties or other agreements, will be released in connection with the restructuring; and

WHEREAS, To secure obligations of the Borrower to John Coleman pursuant to a Purchase Money Note, dated December 14, 1982 in the principal amount of Nine Million Five Hundred Thousand Dollars ($9,500,000) with an outstanding balance of approximately Twenty Million One Hundred Fifty Thousand Dollars ($20,150,000) as of September 1, 1995, John Coleman will continue to have a mortgage on the Property pursuant to a Wrap-Around Mortgage and Security Agreement dated December 14, 1982, executed by the Borrower as mortgagor in favor of John Coleman, as amended and restated (the "Coleman Mortgage"), which will be subordinate to the Junior Mortgage; and

WHEREAS, The Borrower has met with financial difficulties and has requested that D.P.D. restructure the Loan by (i) amending certain repayment terms of the Loan to, among other things, change the interest rate of the Loan and to change the annual payments of the Loan, (ii) agreeing to subordinate the Junior Mortgage to new senior financing being incurred by the Borrower to replace the Senior Financing, and (iii) otherwise restructuring the Loan, all in accordance with the terms described above and on Exhibit A hereto; and

WHEREAS, D.P.D. has reviewed and approved the above-described request of the Borrower; now, therefore,

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

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

SECTION 2. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner is hereby authorized, subject to approval of the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts on behalf of the City as shall be necessary or advisable in connection with the implementation of the restructuring of the Loan. The Commissioner is hereby authorized, subject to approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the restructuring of the Loan which do not substantially modify the terms described in Exhibit A hereto.

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

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Borrower: Elston Plaza Associates, an Illinois limited partnership, of which Chi-Town Development, Ltd., an Illinois corporation, and I.J. Properties, Inc., an Illinois corporation, are the general partners.

Current Terms Of The Loan:

Original Principal Balance:	$1,650,000.

Balance as of September 1, 1995 and prior to the restructuring:	$3,134,202.33, consisting of $1,650,000 of principal and $1,484,202.33 of interest.
Collateral:	Junior Mortgage, subordinate only to the lien of the Senior Mortgage.
Interest Rate:	Six percent (6%) per annum.
Annual Payments:	To begin on November 30, 1990, with payments to continue until the Maturity Date.
Term:	Twenty-eight (28) years commencing upon May 2, 1983, the date of the initial disbursement of the Loan.
Maturity Date:	May 2, 2011.
Additional Interest:	After the Borrower shall have received a fifteen percent (15%) return on its equity investment in the Property, the Borrower shall pay to the City, within ninety (90) days of the end of each calendar year, a payment of twenty percent (20%) of net annual cash flow, defined as all operating revenues of the Property, less debt service on the Senior Financing, debt service on the Loan, real estate taxes, reasonable and customary operating expenses allowable for federal income tax purposes (including a management fee not to exceed ten percent (10%) of operating revenues), without deduction for reserves for capital improvements, depreciation and other non-cash items.
Participation in Proceeds of Sale or Refinancing:	The City is to receive twenty percent (20%) of the excess proceeds of a sale or refinancing of the Property.

Prepayment Penalty:	Three percent (3%) of the outstanding principal and accrued interest.
First Senior Loan:	Loan in the principal amount of $2,161,138.61, with a maturity date of April 1, 1993 and an interest rate of ten percent (10%) per annum.
Second Senior Loan:	Loan in the principal amount of $3,150,000 with a maturity date of June 1, 1994 and an interest rate of thirteen percent (13%) per annum.

Proposed Terms Of The Restructured Loan:

Principal Balance as of September 1, 1995:	$2,312,555.75, consisting of $1,650,000 of principal and $662,555.75 of accrued interest added to principal (reflecting the change in interest rate under the Loan from six percent (6%) to three percent (3%), retroactive from the date of the initial disbursement of the Loan to June 1, 1995).
Collateral:	Junior Mortgage, subordinate only to the lien of the New Senior Financing in an amount equal to $4,800,000 plus protective advances; the City's subordination will not include standstill provisions.
Interest Rate:	Three percent (3%) per annum.
Term:	Twenty-eight (28) years commencing upon May 2, 1983, the initial disbursement of the Loan.
Maturity Date:	May 2, 2011.

Annual Payment:	One hundred percent (100%) of the Borrower's cash flow remaining after deducting normal and customary operating expenses (excluding depreciation and capital improvements and including real estate taxes, management fees [not to exceed five percent (5%) of operating revenues]), required payments on the New Senior Financing and payments to a replacement reserve for repairs and capital expenditures that are needed to bring the balance in the reserve to a level not to exceed $200,000; provided, that at any time after September 1, 1995 that the City has received an aggregate total of $500,000 toward payment of principal and interest under the Loan, the City's share of such cash flow shall be reduced to fifty percent (50%), with the remaining fifty percent (50%) to then be allowed as distributions to the Borrower and/or payments under the Coleman Mortgage. Any unpaid interest shall accrue. Payments of cash flow to be made quarterly.
Prepayment Penalty:	None.
Restructuring Fee:	Two percent (2%) of the balance of the Loan outstanding as of the date of City Council approval of the restructuring.
Application of Payments:	First to accrued interest, second to current interest and third to the principal amount of the Loan, as restructured.
Proceeds of Sale or Refinancing:	Upon any sale or refinancing of the Property prior to September 1, 2000, the City is to receive twenty percent (20%) of the net proceeds of the transaction available after any payment of the New Senior Financing,

the Loan and all customary closing costs; provided, for any such sale or refinancing of the Property, the City shall receive such share of the proceeds even if such sale or refinancing occurs within one hundred twenty (120) days after the date that the Loan is paid in full; provided, further, that the City's share of proceeds shall not exceed $821,646.58, the amount of indebtedness forgiven by the City in connection with the restructuring as of September 1, 1995.

Distributions: Except for the permitted management fee and the fifty percent (50%) share of operating income described above, no distributions or payments of any kind (including repayment of loans, if any) to the Borrower, the partners of the Borrower or any entity controlled by any of the foregoing shall be permitted until the Loan, as restructured, and New Senior Financing are paid in full.

Covenants: Such usual and customary additional covenants to be made by the Borrower in favor of the City as the City may require, including but not limited to the Borrower's agreement to (i) indemnify the City for certain losses incurred by the City in connection with the Loan as restructured that are not a result of the City's willful misconduct or gross negligence; (ii) provide quarterly unaudited financial statements to the City; (iii) not amend or refinance the New Senior Financing without the prior written consent of the Commissioner; (iv) not sell, assign, encumber or transfer any interest in the Property to any person without the prior written consent of the Commissioner unless the Loan is paid in full in connection with such disposition; and (v) not sell, assign, encumber or transfer any interest in the Borrower or any of the general partners without the prior written consent of the City, except that limited partners of the Borrower may transfer interests without the City's consent and the Coleman Mortgage may remain in place.

New Senior Financing:	Loan in the principal amount of \$4,800,000, with a term of eleven (11) years and an interest rate of not greater than nine point twenty-five percent (9.25%) per annum.

All other terms and conditions of the Loan to remain the same.

AUTHORIZATION FOR ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS FOR KOLCRAFT ENTERPRISES, INC.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Planning and Development to issue Industrial Development Revenue Bonds for the benefit of Kolcraft Enterprises, Inc., in the amount of \$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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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

WHEREAS, The Issuer proposes to finance the acquisition and rehabilitation of an industrial manufacturing facility to be located within the corporate boundaries of the Issuer (which facility and the site on which it is located are hereinafter collectively referred to as the "Project"); and

WHEREAS, X-Frame Partnership, an Illinois general partnership (the "Beneficiary"), and American National Bank and Trust Company of Chicago, not personally but as trustee (the "Land Trustee") under Land Trust Agreement dated August 1, 1995 and known as Trust No. 120107-08 (the Land Trustee and the Beneficiary are hereinafter referred to as the "Borrower"), wish to acquire and rehabilitate the Project and the Issuer proposes to finance the cost of acquiring and rehabilitating the Project by the issuance of an industrial development revenue bond (the "Bond") under this Bond Ordinance; and

WHEREAS, The Issuer has undertaken to finance the acquisition and rehabilitation of the Project by lending the proceeds from the sale of the Bond to the Borrower pursuant to the provisions of a Loan Agreement (the "Agreement"), between the Issuer and the Borrower, dated as of September 1, 1995, with loan payments sufficient to pay the principal of and interest on the Bond and related expenses; and

WHEREAS, It has been determined that the estimated amount necessary to finance the cost of the Project, including necessary expenses incidental thereto, will require the issuance, sale and delivery of the Bond in the principal amount of One Million Five Hundred Thousand Dollars ($1,500,000), as hereinafter provided; and

WHEREAS, Pursuant to Section 147(f) of the Code, as hereinafter defined, a public hearing regarding a proposal to issue the Bond to finance the Project has been held following the publication of reasonable public notice not less than 14 days prior to the date fixed for the public hearing in the *Chicago Sun Times*, a newspaper of general circulation available to residents of the Issuer; and

WHEREAS, At the public hearing all persons who appeared were given an opportunity to express their views and file written statements with respect to the issuance of the Bond and the location and nature of the Project and all written and oral statements were considered; and

WHEREAS, The adoption of this Bond Ordinance by the City Council is intended to constitute approval of the issuance of the Bond by the "applicable elected representative" of the Issuer within the meaning of Section 147(f)(2)(B)(i) of the Code; and

WHEREAS, The Bond is to be in substantially the following form, with appropriate variations, omissions and insertions as permitted or required by this Bond Ordinance, to wit:

(Form Of Bond)

United States Of America

State Of Illinois

City Of Chicago

Industrial Development Revenue Bond

(Kolcraft Enterprises, Inc. Project)

Series 1995.

No. R-1 $1,500,000

Know All Men By These Presents that the City of Chicago, a municipality and home rule unit duly constituted and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), for value received, promises to pay, but only from the source and as hereinafter provided, to the order of American National Bank and Trust Company of Chicago (the "Purchaser"), or its registered assigns, the principal sum of One Million Five Hundred Thousand Dollars ($1,500,000) and in like manner to pay interest on the outstanding principal balance from the date hereof through and including September 1, 2010, at a rate, adjusted and computed daily, equal to either (i) seventy-seven and two-tenths percent (77.2%) of the floating base interest rate, announced from time to time by American National Bank and Trust Company of Chicago, its successors or assigns, as its base interest rate (the "Base Interest Rate") or (ii) seventy-seven and two-tenths percent (77.2%) of the amount which is one hundred fifty (150) basis points over the Libor Interest Rate (as hereafter defined) for the period of time as designated in writing by the Beneficiary to the Purchaser (a "Libor Interest Rate Period"). Contemporaneously with the execution of this Bond, the Beneficiary shall deliver to Purchaser a written direction (the "Interest Rate Notice") setting forth (i) whether interest shall initially be calculated on this Bond at seventy-seven and two-tenths percent (77.2%) of the Base Interest Rate or at seventy-seven and two-tenths percent (77.2%) of the amount which is one hundred fifty (150) basis points over the Libor Interest Rate; (ii) if at the Base Interest Rate the length of the initial Base Interest Rate Period; and (iii) if at seventy-seven and two-tenths percent (77.2%) of the amount which is one hundred and fifty basis points over the Libor Interest Rate, the Libor Interest Rate Period, as hereinafter defined. Following the delivery of the Interest Rate Notice at the time of the execution of this Bond, the Beneficiary may thereafter change the Interest Rate to be applied at the expiration of the time period shown in the Initial Interest Rate Notice or in any subsequent Interest Rate Notice (the "Interest Rate Expiration Date") provided a new Interest Rate Notice is delivered to Purchaser at least three (3) days prior to the then applicable Interest Rate Expiration Date. If no Interest Rate Notice is received by Purchaser within the aforesaid time period, interest shall accrue on this Bond from the date of the then applicable Interest Rate Expiration Date until three (3) days after a new Interest Rate Notice is received by Purchaser at the Interest Rate then in effect. As used in this paragraph, the following definitions shall apply:

(a) "Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Chicago, Illinois are authorized or required to close under the laws of the State of Illinois and, if the applicable day relates to a Libor Interest Rate Period, or notice with respect to a Libor Interest Rate Period, a day on which dealings in Dollar deposits are also carried on in the London interbank market and banks are open for business in London.

(b) "Eurocurrency Reserve Requirement" means, for any Libor Interest Rate Period, the daily average of the stated maximum rate (expressed as a decimal) at which reserves (including any marginal, supplemental, or emergency reserves) are required to be maintained during such Libor Interest Rate Period under Regulation D by the Purchaser against "Eurocurrency Liabilities" (as such term is used in Regulation D) but without benefit or credit of proration, exemptions, or offsets that might otherwise be available to the Purchaser from time to time under Regulation D. Without limiting the effect of the foregoing, the Eurocurrency Reserve Requirement shall reflect any other reserves required to be maintained by the Purchaser against (1) any category of liabilities that includes deposits by reference to which the Libor Interest Rate is to be determined; or (2) any category of extension of credit or other assets that include loans bearing interest at the Libor Interest Rate.

(c) "Base Interest Rate Period" means any period of time designated in writing by the Borrower in an Interest Rate Notice while the Bond bears interest at seventy-seven and two-tenths percent (77.2%) of the Base Interest Rate.

(d) "Libor Interest Rate Period" means the period commencing on the date on which the applicable Libor Interest Rate becomes effective pursuant to the Interest Rate Notice and ending, as the Borrower may select, on the numerically corresponding day in the first, second or third calendar month thereafter, except that (i) each such Libor Interest Rate Period that commences on the last Business Day of a calendar month (or on any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate calendar subsequent calendar month and (ii) no Libor Interest Rate Period may extend beyond the date on which a regularly scheduled payment of principal is due hereunder.

(e) "Libor Interest Rate" means, with respect to each Libor Interest Rate Period, the rate of interest per annum determined by the Purchaser obtained by dividing (a) the Telerate Screen Rate for such Libor Interest Rate Period or (b) if the Telerate Screen Rate is unavailable at the time the Libor rate is to be determined, a rate determined on the basis of the offered rates for deposits in United States dollars for a period approximately equal to such Libor Interest Rate Period which appear on the Reuters Screen LIBO Page, as of 11:00 A.M., London time, on the day that is two (2) London banking days preceding the beginning of such

Libor Interest Rate Period by (c) a percentage equal to one hundred percent (100%) minus the stated maximum rate (expressed as a percentage) as prescribed by the Federal Reserve Board of all reserve requirements (including, without limitation, any Eurocurrency Reserve Requirements, any marginal, emergency, supplemental, special or other reserves) applicable on the first day of such Libor Interest Rate Period to any member bank of the Federal Reserve System in respect of Eurodollar funding or liabilities.

(f) "Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System as amended or supplemented from time to time.

(g) "Telerate Screen Rate" means, for any Libor Interest Rate Period the rate for deposits in United States dollars for a period approximately equal to such Libor Interest Rate Period which appears on Page 3750 of the Dow Jones Telerate Service (or such other page that may replace that page on such service for the purpose of displaying comparable rates) as of 11:00 A.M., London time, on the day that is two (2) London banking days preceding the beginning of such Libor Interest Rate Period.

Provided, however, that if the Purchaser determines that any applicable law, rule, or regulation, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank, or comparable agency charged with the interpretation or administration thereof, or compliance by the Purchaser with any request or directive (whether or not having the force of law) of any such authority, central bank, or comparable agency shall make it unlawful or impossible for the Purchaser to maintain or fund its loans bearing a Libor Interest Rate, then upon notice to the Borrower by the Purchaser the outstanding principal amount of this Bond shall immediately commence to accrue interest at seventy-seven and two-tenths percent (77.2%) of the Base Interest Rate; provided, further, that if an "Official Determination", as that term is defined below, occurs, then in addition to the matters set forth below, the interest shall accrue at the rate of either the Base Interest Rate or one hundred fifty (150) basis points over the Libor Interest Rate as thereafter designated in an Interest Rate Notice by the Borrower to the Purchaser in accordance with the provisions of this Bond.

The Borrower shall in addition (but without duplication) pay to the Purchaser from time to time such amounts as the Purchaser may determine to be necessary to compensate the Purchaser for any costs incurred by the Purchaser which the Purchaser determines are attributable to its making or maintaining the Libor Interest Rate, or any reduction in any amount received by the Purchaser in respect of any such Libor Interest Rate(such increases in costs and the reductions in amounts receivable being herein called "Additional Costs") resulting from any change after the date of this Bond in United States federal, state, municipal or foreign laws and regulations (including Regulation D and Eurocurrency Reserve

Requirements), or the adoption or making after such date of any interpretations, directives or requirements applying to a class of banks including the Purchaser of or under any United States federal, state, municipal or any foreign laws or regulations (whether or not having the force of law) by any court or governmental or monetary authority charged with the interpretation or administration thereof ("Regulatory Change"), which (i) changes the base of taxation of any amounts payable to the Purchaser under this Bond (other than taxes imposed on the overall net income of the Purchaser by the jurisdiction where its principal office is located); or (ii) imposes or modifies any reserve, special deposit, compulsory loan or similar requirements relating to any extensions of credit or other assets of, or any deposits with or other liabilities of the Purchaser (including any of such loans or other deposits referred to in the definition of Eurocurrency Reserve Requirements). The Purchaser will notify the Borrower in writing of any event occurring after the date of this Bond which will entitle the Purchaser to compensation pursuant to this paragraph as promptly as practicable after it attains knowledge thereof and determines to request such compensation. Determinations by the Purchaser for the purposes of this paragraph of the affect of any Regulatory Change on its costs of making or maintaining the loan evidenced by the Agreement and evidenced by this Bond or any amounts receivable by it in respect of this Bond, and of the additional amounts required to compensate the Purchaser in respect of any Additional Costs, shall be conclusive provided that such determinations are made on a reasonable basis, are not subject to manifest error and the written basis for said determinations are given to the Borrower. While this Bond bears interest at a Libor Interest Rate, it may not be prepaid. The Borrower shall pay to the Purchaser, upon the request of the Purchaser, such amount or amounts as shall be sufficient (in the reasonable opinion of the Purchaser) to compensate Purchaser for any loss, cost or expense incurred as a result of any principal payment of the Bond while it bears a Libor Interest Rate including but not limited to repayment of the Bond during said period as a result of the acceleration of the Bond by the Purchaser following a default.

Principal of this Bond shall be due and payable in quarterly installments of Twenty-five Thousand Dollars ($25,000); such installments of principal together with accrued interest on the outstanding balance of this Bond shall be due and payable in lawful money of the United States of America on the first day of each March, June, September and December, commencing December 1, 1995. Notwithstanding the foregoing, all principal and accrued and unpaid interest shall be due and payable either (i) on September 1, 2010 or (ii) sixty (60) days after the Purchaser elects to call for payment the full principal amount of this Bond at any time on or after September 1, 2005.

In addition, the Borrower (i) shall pay to the Purchaser following an Official Determination all Official Determination Payments as defined below and (ii) in the event that at any time or times the maximum marginal tax rate ("Marginal Tax Rate") at which the holder of the Bond could be taxed for federal income tax purposes pursuant to applicable provision of the

Internal Revenue Code of 1986, as amended (the "Code") or any future United States internal revenue or similar law applicable to said holder (hereinafter referred to as the "Tax Rate") is other than thirty-five percent (35%) on the Adjustment Date, as defined below, the applicable interest rate, unless the interest rate provided for following an Official Determination or an event of default is applicable thereof, shall be a rate per annum equal to the interest rate in effect from time to time on the Adjustment Date and thereafter multiplied by a fraction, the numerator of which shall be one hundred percent (100%) minus the "Marginal Tax Rate" in effect on the Adjustment Date and denominator of which shall be sixty-five percent (65%). "Adjustment Date" as used herein shall mean the effective date of the change in the Marginal Tax Rate.

The term "Official Determination" shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on this Bond is includible in the gross income of a Holder thereof (other than a Holder who is a "substantial user" of the Project or "related person" as such terms are defined in Section 147(a) of the Code). Such an Official Determination shall be deemed for all purposes of this Bond to have occurred on the date borne by such statutory notice of deficiency. In the event an Official Determination occurs, then, in addition to the increase in the interest rate described above, the Issuer agrees to indemnify and hold harmless any present and all former Holders of this Bond, and any and all persons or entities presently or formerly owning a participation interest in this Bond (collectively, the "Indemnified Parties") (the liability of the Issuer being limited to its interest in the Project hereinafter referred to and the payments and funds derived from the Agreement, the rights of the Indemnified Parties against other persons and entities being further referenced hereinafter), from and against any and all costs incurred or suffered as a result of the interest on this Bond becoming subject to federal taxation, by paying, no later than thirty (30) days after receiving notice of the Official Determination, an amount of money needed to so reimburse and hold harmless the Indemnified Parties, without limitation by specific enumeration thereof, (a) all penalties and interest, which the Indemnified Parties incur because the interest on this Bond is includible in gross income of the Owner hereof for federal income tax purposes and (b) an amount to compensate the Indemnified Parties for their respective expectation of non-tax treatment on the interest on this Bond equal to the difference between (i) the amount of interest that would have accrued on this Bond during the Inclusion Period, as defined below, if the terms of this Bond had provided for the use of a rate, adjusted and computed daily, equal to one hundred percent (100%) of the Base Interest Rate or one hundred fifty (150) basis points over the Libor Interest Rate, as the case may be and (ii) the amount of interest that would be due on this Bond during such Inclusion Period if no Official Determination had occurred. "Inclusion Period" with respect to any particular Indemnified Party means the period beginning on the earliest effective date as of which the interest payable on this Bond is includible for federal income tax purposes to such Indemnified Party as a result of an

Official Determination and ending on the date an Official Determination occurs or the date, if any, such Indemnified Party ceased to own this Bond, or any participation interest therein, whichever date is earlier. All of the amounts to be paid pursuant to this paragraph are herein referred to as the "Official Determination Payments". Such agreement shall survive the final payment of principal of and interest on this Bond and the Loan Term, as defined in the Agreement hereinafter referred to. The foregoing notwithstanding, in the event a petition shall be duly filed contesting an Official Determination, or if the amount of any such deficiency, including penalties and interest, shall be paid in full and a claim for refund be filed, then any and all of the amounts described above which become due and payable solely by reason of the Official Determination shall be paid into an escrow account with the Purchaser, established for this purpose, which shall hold such sums until the entry of a final judgment regarding the Official Determination, or refund as the case may be, from which no timely appeal shall have been filed. When such a final judgment shall be entered the Purchaser shall disburse the escrowed funds, plus any interim earnings, to the present or former holder of this Bond, to the extent necessary to indemnify and hold the Indemnified Parties, or any of them, harmless as provided above, and shall disburse the remaining funds, if any, to the Beneficiary hereinafter referred to. The foregoing notwithstanding, in the event the amount of the deficiency, including penalties and interest, contained in an Official Determination shall be paid in full and a claim for refund be filed, then the amount to be escrowed with the Purchaser as provided above, shall be reduced by the amount paid on the deficiency. The Purchaser may invest all moneys escrowed with it, as provided herein, and the earnings thereon shall be escrowed with the Purchaser and applied as provided herein. The foregoing notwithstanding, the Purchaser shall not invest any moneys escrowed with it pursuant to this Bond and in connection with an Official Determination at a rate of interest greater than the rate of interest on this Bond which would be applicable if no Official Determination had occurred.

Principal of and interest on this Bond shall be payable in immediately available funds at the principal office of the registered holder of this Bond, or at such other place as the registered holder may designate in writing. All interest on this Bond shall be computed on the basis of a three hundred sixty (360) day year calculated for actual days elapsed. Payments on this Bond shall be applied, after the payment of all costs, fees and expenses of the Purchaser and expenses of the Issuer, as hereinafter provided, first to interest due on the unpaid principal amount, second to unpaid and due installments of principal, and thereafter to prepay principal installment payments in inverse order of their maturity.

This Bond is the only Bond of an authorized Bond issue limited in aggregate principal amount to One Million Five Hundred Thousand Dollars ($1,500,000) (the "Bond") issued for the purpose of providing funds to finance the acquisition and rehabilitation of an industrial manufacturing facility (which facility and site on which it is located are herein collectively referred to as the "Project"), and paying necessary expenses incidental thereto. The proceeds from the sale of this Bond have been loaned by the Issuer to X-Frame Partnership, an Illinois general partnership (the "Beneficiary"), and American National Bank and Trust Company of Chicago, not personally but as trustee (the "Land Trustee") under Land Trust Agreement dated August 1,1995 and known as Trust No. 120107-08 (the Land Trustee and the Beneficiary are hereinafter referred to as the "Borrower") under the terms of a Loan Agreement dated as of September 1, 1995 (which Loan Agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Agreement"), under which the Borrower is obligated to pay amounts which are sufficient to pay (1) the principal of and interest and any other payments due under this Bond as the same shall become due in accordance with the terms and provisions hereof, and the terms and provisions of the Bond Ordinance (as hereinafter defined), and (2) the fees and expenses of the Purchaser and expenses of the Issuer related to the Project. The Project will be acquired and will be rehabilitated, with proceeds from this Bond to be disbursed pursuant to a Disbursing Agreement dated as of September 1, 1995 (the "Disbursing Agreement") among the Issuer, the Borrower and American National Bank and Trust Company of Chicago as Depositary (the "Depositary").

This Bond is issued under a Bond Ordinance adopted by the City Council of the Issuer on September 13, 1995 (which bond ordinance, as from time to time amended and supplemented, is hereinafter referred to as the "Bond Ordinance"). Pursuant to an Assignment of Loan Agreement dated as of September 1, 1995 between the Issuer and the Purchaser (which assignment of Loan Agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Assignment"), all payments due from the Borrower to the Issuer under the Agreement are assigned, and a security interest is granted, to the Purchaser to secure the payment of principal of and interest on and any other payments due under this Bond. This Bond is further secured by a Mortgage and Security Agreement dated as of September 1, 1995 (the "Mortgage") between the Borrower and the Purchaser wherein the Borrower grants to the Purchaser a first mortgage and security interest in the real and personal property comprising the Project (and all improvements now or hereafter located thereon or relating thereto); and by a Limited Guaranty Agreement, dated as of September 1, 1995, from Sanfred Koltun (the "Guarantor") to the Purchaser (which guaranty agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Guaranty"), wherein the Guarantor guarantees to the Purchaser payment of certain amounts due and owing under this Bond and the Agreement and by a Guaranty Agreement dated as of September 1, 1995 from Kolcraft Enterprises, Inc., a Delaware corporation (the "Corporate Guarantor") to the Purchaser (which Guaranty Agreement as from time to time amended and supplemented is hereinafter referred to as the "Corporate Guaranty") wherein the Corporate Guarantor guarantees to the Purchaser payment of amounts due and owing under this Bond and the Agreement, and by all such other collateral as described in the other Loan Documents as said term is defined in the Agreement. Reference is hereby made to the Agreement, the Disbursing Agreement, the Assignment, the Mortgage, the other Loan Documents, the Guaranty, the Corporate Guaranty and the Bond Ordinance for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Borrower, the Purchaser, the Depositary, the Guarantor and the Corporate Guarantor and the terms upon which this Bond is issued and secured.

This Bond is transferable by the registered holder hereof by execution of an assignment in the form appearing below, by attachment of such form to this Bond, and upon notice in writing to the Issuer and the Borrower which notice shall include a copy of such assignment, but subject to the limitations and upon payment of all charges incurred by the Issuer and imposed by law. This Bond can be assigned only in whole and not in part.

The Issuer shall deem and treat the registered holder of this Bond as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and the Issuer shall not be affected by any notice to the contrary.

This Bond is not subject to prepayment or redemption except as provided below.

This Bond is subject to prepayment or redemption by the Issuer, in whole or in part, in the event of damage, destruction or condemnation of the Project as provided in Section 4 of the Mortgage. If called for prepayment or redemption as provided in Section 4 of the Mortgage, this Bond shall be subject to prepayment or redemption by the Issuer at any time on any payment date, in whole or in part, in multiples of Twenty-five Thousand Dollars ($25,000), at a prepayment or redemption price of one hundred percent (100%) of the outstanding principal amount being redeemed thereof plus accrued and unpaid interest to the redemption or prepayment date and any and all costs and expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond and the Agreement. Reference is hereby made to Section 4 of the Mortgage for a description of the circumstances under which the Net Proceeds (as defined in the Agreement) may be paid to the Purchaser for prepayment or redemption of this Bond and the manner of such prepayment or redemption.

This Bond is subject to redemption by the Issuer, at the option of the Purchaser, in the event interest on this Bond becomes includable in the gross income of the owner thereof for federal income tax purposes pursuant to an Official Determination at a redemption price of one hundred percent (100%) of the outstanding principal amount of this Bond plus accrued and unpaid interest to the redemption date and any and all costs and expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond and the Agreement.

This Bond is also subject to prepayment or redemption on or after September 1, 2005 by the Issuer, at the option of the Purchaser, in whole or in part, without penalty or premium, in multiples of Twenty-Five Thousand Dollars ($25,000) upon giving the Issuer and the Borrower not less than sixty (60) days notice in writing, at a prepayment price of one hundred percent (100%) of the outstanding principal amount being redeemed thereof plus accrued and unpaid interest to the prepayment date and any and all costs and expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond and the Agreement.

This Bond is subject to prepayment or redemption by the Issuer in whole at any time or in part from time to time at the option of the Borrower, except during such period as this Bond bears interest at a rate of seventy-seven and two-tenths percent (77.2%) of the amount which is one hundred fifty (150) basis points over the Libor Interest Rate, in multiples of Twenty-five Thousand Dollars ($25,000) upon giving the Issuer and the Purchaser not less than five (5) days notice in writing, at a prepayment price of one hundred percent (100%) of the outstanding principal amount being redeemed thereof plus accrued and unpaid interest to the prepayment date and any and all costs and expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond.

It is agreed that time is of the essence of this Bond. In case of failure to make any payment or payments when due hereunder or in case any other event of default, as defined in the Agreement, shall occur, the registered holder of this Bond may declare the principal of this Bond then outstanding, the interest accrued thereon and any and all costs and expenses incident thereto, immediately due and payable upon the conditions, in the manner, and with the effect provided in the Agreement, and, in such case, this Bond shall be redeemed by the Issuer, at the option of the registered holder hereof, in whole, immediately following such election by the registered holder hereof, at a redemption price of one hundred percent (100%) of the outstanding principal amount of this Bond plus accrued and unpaid interest to the redemption date and any and all costs and expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond and the Agreement (the liability of the Issuer being limited to its interest in the Project and the payments and funds derived from the Agreement, the rights of the holder of this Bond against other persons and entities being further referenced hereinafter). Failure to exercise such option at any time shall not constitute a waiver of the right to exercise such option at any subsequent time.

Subject to the provisions of Section 3.04(b) of the Agreement, this Bond is also subject to prepayment by the Issuer in the event that there are any moneys remaining in the Project Fund on the Completion Date, as defined in the Agreement. In such event, such moneys shall be used by the Issuer to prepay the Bond, to the extent of such moneys, at the earliest date on which this Bond is otherwise subject to prepayment or redemption, at a prepayment price of one hundred percent (100%) of the principal amount hereof plus accrued and unpaid interest to the prepayment date and any and all costs and expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond and the Agreement.

In the event this Bond or any portion thereof is called for prepayment or redemption as aforesaid, notice thereof by the Issuer at the direction of the Borrower or the Purchaser, as the case may be, identifying the installments of this Bond to be redeemed or prepaid will be given by mailing by registered or certified mail to the registered holder hereof not less than thirty (30) days prior to the date fixed for redemption or prepayment. All installments of this Bond so called for prepayment or redemption will cease to bear interest after the specified prepayment or redemption date provided funds for their prepayment or redemption are on deposit at the place of payment at the time. Any funds paid for prepayment or redemption of this Bond, or any portion hereof, shall be applied first against any and all costs and expenses due and owing under this Bond, the Agreement or any other agreement securing this Bond and the Agreement, then against any interest due and owing under this Bond and finally against the unpaid principal balance hereof in the inverse order of when principal installments are due.

This Bond is issued pursuant to and in full compliance with the constitution and laws of the State of Illinois and with the ordinances of the City of Chicago, and pursuant to the Bond Ordinance which authorizes the execution and delivery of the Agreement and this Bond. Pursuant to the Agreement, payments sufficient for the prompt payment, when due, of the principal of and interest on this Bond together with any and all costs and expenses secured herewith are to be paid by the Borrower to the Purchaser for the account of the Issuer, and pursuant to this Assignment such payments have been duly assigned and a security interest in such payments has been granted to the Purchaser for that purpose and in addition, pursuant to the Assignment, the rights of the issuer under the Agreement have been assigned to the purchaser to secure payment of such principal and interest.

This Bond does not constitute a debt, liability, obligation or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, within the meaning of any constitutional or statutory provision, or a pledge of the full faith and credit of the Issuer, the State of Illinois or any political subdivision thereof, but this Bond shall be payable solely from the revenues provided therefor and the Issuer will not be obligated to pay the principal of or interest on this Bond or any cost or expense secured herewith except from the revenues and proceeds assigned therefor, and neither the full faith and credit nor the taxing power of the Issuer, the State of Illinois or any political subdivision thereof will be pledged to the payment of the principal of or the interest on this Bond or any cost or expense secured herewith.

The Bond Ordinance permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Holder or Holders of this Bond at any time by the Issuer with the consent of the Holder of this Bond. Any such consent or waiver by the Holder of this Bond shall be conclusive and binding upon such holder and upon all future Holders of this Bond and of any Bond issued in replacement hereof whether or not notation of such consent or waiver is made upon this Bond.

Notwithstanding anything herein to the contrary the interest rate herein on any portion of the outstanding principal amount hereof shall never be in excess of that which the registered holder hereof is legally entitled to charge or collect or the interest rate which the Issuer is legally permitted to pay; provided, however, that if by the terms of this Bond, interest payable on this Bond shall be at a rate in excess of that which the registered Holder hereof is legally entitled to charge or collect, or the rate which the Issuer is legally permitted to pay, then the interest rate on this Bond shall be at the highest rate of interest permitted by law.

In the event the Issuer should fail to make any of the payments required herein, the item or installment so in default shall continue as an obligation of the Issuer payable only from proceeds provided by the Borrower pursuant to the Agreement until the amount in default shall have been paid in full with interest thereon at a rate equal to either one percent (1%) plus the Base Interest Rate.

Notwithstanding any provision or obligation to the contrary hereinbefore or hereinafter set forth, the liability of the Issuer shall be limited to the payments derived from the Agreement, and the lien of any judgment against the Issuer shall be restricted thereto, and the liability of the Issuer to any person or entity, including, but not limited to, the Purchaser and its successors and assigns, shall be limited to the payments derived from the Agreement and such person or entity shall look exclusively thereto, or to such other security as may from time to time be given, for payment of all obligations arising out of the Agreement, or agreements securing the same, and any judgment rendered against the Issuer under the Agreement or such other security or agreements securing the same, shall be limited to the Project and any other security so given for satisfaction thereof; and no deficiency or other personal judgment, nor any order or decree of specific performance shall be rendered against the Issuer enforceable against the general assets of the Issuer, in any action or proceeding arising out of the Agreement or any other security or agreements securing the same, or any judgment, order or decree rendered pursuant to any such action or proceeding.

The remedies of the Purchaser and the holder of this Bond as provided herein and in the Agreement, the Mortgage, the Guaranty, the Corporate Guaranty and other agreements given to secure this Bond and the Agreement are not exclusive of any other remedy, but shall be cumulative and shall be in addition to any other remedies herein given to the Purchaser and the holder of this Bond or now or hereafter existing at law or in equity, and may be pursued singly, successively or together, at the sole discretion of the Purchaser and the holder of this Bond and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Purchaser shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder or under the Agreement unless such waiver is in writing and signed by the Purchaser, and then only to the extent provided in the Agreement and specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

This Bond has been issued without registration under state or other securities laws, pursuant to an exemption for such issuance.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation; and that the amounts payable under the Agreement and assigned as security for the payment of the principal of and interest on this Bond and the costs and expenses secured herewith as the same become due, are designed to be sufficient in amount for that purpose.

Upon execution this Bond shall be valid and become obligatory for all purposes and be entitled to the security and benefits of the Bond Ordinance.

In Witness Whereof, The City of Chicago, Illinois has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal to be hereunto impressed or imprinted hereon and attested by the manual signature of its City Clerk, all as of the fifteenth (15th) day of September, 1995.

City of Chicago, Illinois

By: ______________________________
Mayor

Attest:

By: ______________________________
City Clerk

[Seal]

(The following Form of Assignment shall be used whenever this Bond is to be assigned.)

For Value Received, ________________________, the undersigned hereby sells, assigns and transfers unto ____________________ (Tax Identification or Social Security No. ____________) the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints ________________attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________

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

Now, Therefore, Be It Ordained, This thirteenth day of September, 1995 by the City Council of the City of Chicago, Illinois, a municipality and home rule unit duly constituted and validly existing under the Constitution and laws of the State of Illinois, as follows:

Article I.

Definitions.

All words and phrases defined in Article I of the Agreement shall have the same meaning in this Bond Ordinance. In addition, the following words and phrases shall have the following meanings:

"Agreement" means the Loan Agreement dated as of September 1, 1995 between the Issuer and the Borrower and any amendments and supplements thereto.

"Assignment" means the Assignment of Loan Agreement dated as of September 1, 1995 from the Issuer to the Purchaser and any amendments and supplements thereto.

"Bondholder" or "Holder" or "Owner of the Bond" means the registered owner of the Bond and, where the context requires, any former holder of the Bond.

The terms "Default" and "Event of Default" mean any occurrence or event specified in and defined by Section 6.01 hereof.

The term "Outstanding" or "Bond Outstanding" means the Bond which has been delivered under this Bond Ordinance, except the Bond in lieu of which another has been issued under Section 2.06 hereof.

The term "Registered Owner" means the person in whose name the Bond shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Bond Ordinance.

Article II.

The Bond.

SECTION 2.01 Authorized Amount of Bond. No Bond may be issued under the provisions of this Bond Ordinance except in accordance with this article. The total principal amount of the Bond that may be issued is hereby expressly limited to One Million Five Hundred Thousand Dollars ($1,500,000), except as provided in Section 2.06 hereof.

SECTION 2.02 Issuance of Bond. The Bond shall be designated "City of Chicago, Illinois Industrial Development Revenue Bond (Kolcraft Enterprises, Inc. Project) Series 1995". The Bond shall be issuable as one fully registered Bond without coupons in the denomination of One Million Five Hundred Thousand Dollars ($1,500,000), and shall be initially numbered "R-1".

The Bond shall be dated the date of issuance and shall bear interest from such date at the rates payable at the times and shall mature in installments on the dates as set forth in the form of Bond hereinabove set forth.

Payment of interest on the Bond shall be made to the registered owner thereof and shall be paid in immediately available funds.

SECTION 2.03 Execution: Limited Obligation. The Bond shall be executed on behalf of the issuer with the manual or facsimile signature of its Mayor and shall have impressed or imprinted thereon the official seal of the Issuer and be attested with the manual signature of its City Clerk. The Bond shall not be a general obligation of the Issuer but a limited obligation payable solely from the amounts payable under the Agreement (except to the extent paid out of moneys attributable to income from the temporary investment thereof and, under certain circumstances, to proceeds from insurance and condemnation awards) and shall be a valid claim of the Holder thereof only against the amounts payable under the Agreement, which amounts are hereby assigned as security for the payment of the Bond and shall be used for no other purpose than to pay the principal and interest on the Bond and costs and expenses secured together with the Bond, except as may be otherwise expressly authorized in this Bond Ordinance. Neither the Issuer, the State, nor any other political subdivision of the State shall be obligated to pay the principal of such Bond or the interest thereon or other costs and expenses incident thereto except from the money assigned as security therefor. Neither the full faith and credit nor the taxing power of the Issuer, the State or any political subdivision of the State is pledged to the payment of the principal of the Bond or the interest thereon or other costs incident thereto. The Bond shall not be a general obligation of the Issuer, nor a charge upon the tax revenues of the Issuer, nor a charge upon any other revenues or property of the Issuer not specifically assigned as security therefor.

SECTION 2.04 Form of Bond. The Bond issued under this Bond Ordinance shall be substantially in the form hereinabove set forth with such variations, omissions and insertions as are permitted or required by this Bond Ordinance.

SECTION 2.05 Delivery of Bond. Upon the execution and delivery of the Agreement, the Disbursing Agreement, the Assignment, the Mortgage and the Guaranty by the parties thereto, the Issuer shall execute and deliver the Bond to the Purchaser.

SECTION 2.06 Mutilated, Lost, Stolen or Destroyed Bond. In the event the Bond is mutilated, lost, stolen or destroyed, the Issuer may execute a new Bond of like date, maturity and denomination to that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer, and, in the case the Bond is lost, stolen or destroyed, there shall be first furnished to the Issuer and the Borrower evidence of such loss, theft or destruction satisfactory to the Issuer and the Borrower, together with an indemnity satisfactory to the Issuer and the Borrower. In the event the Bond shall have matured, instead of issuing a duplicate Bond, the Issuer may pay the same without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument Bond. The Issuer may charge the Holder or owner of the Bond with its reasonable fees and expenses in this connection to be paid at the same time the Bond is delivered. Duplicate Bonds shall be numbered from "R-2" upward.

SECTION 2.07 Registration of Bond; Persons Treated as Owner. The Purchaser is hereby appointed Registrar of the Bond and shall maintain written records as to the identity of the registered Holder of the Bond, from time to time. The Bond is transferable in whole by registered Holder thereof by execution of an assignment in the form appearing on the Bond, by attachment of such form to the Bond and upon notice of such transfer, together with a copy of the assignment of the Bond, being delivered in writing to the Issuer's Comptroller's office and the Borrower. The Purchaser shall retain copies of all assignments of the Bond.

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

In each case the Issuer shall require the payment by the Bondholder requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Article III.

Redemption Of Bond Before Maturity.

SECTION 3.01 Redemption Dates. The Bond is noncallable for prepayment or redemption except as set forth in the form of Bond hereinabove set forth.

SECTION 3.02 Notice of Redemption. Notice of the call for any prepayment or redemption shall be given in the manner set forth in the form of Bond hereinabove set forth.

SECTION 3.03 Redemption Payments. Upon the giving of notice and deposit of funds for prepayment or redemption with the holder of the Bond, interest on the Bond or portions thereof thus prepaid or redeemed shall no longer accrue after the date fixed for prepayment or redemption.

Article IV.

General Covenants.

SECTION 4.01 Payment of Principal and Interest. The Issuer covenants that it will pay promptly the principal of and interest on the Bond, together with any and all costs and expenses incident thereto, from payments provided by the Borrower pursuant to the Agreement at the place, on the dates and in the manner provided in the Bond according to the true intent and meaning thereof, but solely from the amounts pledged therefor. The principal of and interest on the Bond, together with any and all costs and expenses incident thereto, are payable solely from the amounts to be paid under the Agreement and otherwise as provided herein and in the Agreement, such payments to constitute a credit against payments owing on the Bond, and which amounts are hereby assigned as security, specifically to the payment thereof in the manner and to the extent herein specified, and nothing in the Bond or in this Bond Ordinance shall be construed as pledging any other funds or assets of the Issuer. The Bond shall not be deemed to constitute a debt, liability, obligation or a loan of credit of the Issuer, the State or any political subdivision thereof, within the meaning of any constitutional or statutory provision, or a pledge of the full faith and credit of the Issuer, the State or any political subdivision thereof, but the Bond shall be payable solely from the revenues provided therefor and the Issuer will not be obligated to pay the principal of or interest on the Bond, or any cost or expense incident thereto, except from the revenues and proceeds assigned as security therefor, and neither the full faith and credit nor the taxing power of the Issuer, the State or any political subdivision thereof will be assigned as security for the payment of the principal of or the interest on the Bond, or any costs or expenses incident thereto.

SECTION 4.02 Performance of Covenants; Issuer. The Issuer covenants that it will perform faithfully at all times any and all covenants, undertakings, stipulations and provisions on its part to be performed contained in this Bond Ordinance, the Agreement, the Disbursing Agreement, the Tax Agreement and the Assignment, in any and every Bond executed and delivered hereunder and in all of its proceedings pertaining hereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State, to issue the Bond authorized hereby and to pass and execute this Bond Ordinance, to assign the Agreement and to assign as security the amounts hereby assigned in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bond and the passage, execution and delivery of this Bond Ordinance has been duly and effectively taken, and that the Bond in the hands of the holders and owners thereof is and will be a valid and enforceable obligation of the Issuer according to the terms thereof and hereof.

SECTION 4.03 Instruments of Further Assurance. The Issuer will do, pass, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such resolutions supplemental hereto and such further acts, instruments and transfers as the Purchaser may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Purchaser all and singular the amounts pledged hereby to the payment of the principal of and interest on the Bond together with any and all costs and expenses incident thereto. The Issuer, except as herein and in the Assignment provided, will not sell, convey, mortgage, encumber or otherwise dispose of any part of the amounts, revenues and receipts paid under the Agreement or its rights under the Agreement.

SECTION 4.04 Inspection of Project Books. All books and records in the Issuer's possession relating to the Project and the amounts derived from the Agreement shall at all reasonable times be open to inspection by such accountants or other agencies as the Purchaser may from time to time designate.

SECTION 4.05 Rights under Agreement. The Agreement, a duly executed counterpart of which has been filed with the Issuer, sets forth the covenants and obligations of the Issuer and the Borrower, including provisions that subsequent to the issuance of the Bond and prior to its payment in full or provision for payment thereof in accordance with the provisions hereof the Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Bondholder, and reference is hereby made to the same for a detailed statement of the covenants and obligations of the Borrower thereunder, and the Issuer agrees that the Bondholder in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Agreement for and on behalf of the Bondholder; whether or not the Issuer is in default hereunder.

Article V.

Revenues And Funds.

The Bond herein authorized and all payments by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the amounts derived from the Agreement.

The proceeds of the Bond will be loaned to the Borrower and the payments provided in Section 4.02(a) of the Agreement are to be remitted directly to the Purchaser for the account of the Issuer. Such payments, sufficient in amount to ensure the prompt payment of the principal of and interest on the Bond, are assigned as security for such payment.

Funds for the payment of the Cost of Acquisition of the Project shall be disbursed in accordance with Section 3.03 of the Agreement. The Depositary is hereby designated as depositary for all moneys to be deposited in the Project Fund created pursuant to the Disbursing Agreement.

Article VI.

Default Provisions And Remedies Of Purchaser And Bondholder.

SECTION 6.01 Defaults; Events of Default. If any of the following events occur, it is hereby declared to constitute an "Event of Default":

(a) Default in the due and punctual payment of interest on the Bond and the continuance thereof for two (2) days after the date on which such payments are due;

(b) Default in the due and punctual payment of the principal of the Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration and the continuance thereof for two days after the date on which such payments are due;

(c) Default in the due and punctual payment of any and all costs and expenses due and owing under the Bond, the Agreement or any other agreement securing this Bond and the Agreement and the continuance thereof for thirty (30) days after the date on which such costs or expenses become due and owing;

(d) Default in the performance or observance of any other of the covenants, agreements or conditions not provided for in this Section 6.01 on the part of the Issuer in this Bond Ordinance or in the Bond contained and failure to remedy the same in the time provided by Section 6.07 of this Bond Ordinance;

(e) the occurrence of an "Event of Default" under Section 8.01 of the Agreement or Section 5 of the Mortgage; or

(f) the occurrence of an Official Determination, as defined in the Bond and (i) the failure to contest such Official Determination, or timely appeal any adverse decision or order entered in such contest, or (ii) the failure to make any of the payments required, by the Bond, to be made as a result of the occurrence of an Official Determination.

SECTION 6.02 Acceleration. Upon the occurrence of an Event of Default, the Purchaser may, by notice in writing delivered to the Issuer and the Borrower, declare the principal of the Bond then Outstanding, the interest accrued thereon, and any and all costs and expenses incident thereto, immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any declaration of acceleration hereunder, the Issuer and the Purchaser shall immediately declare an amount equal to all amounts then due and payable on the Loan to be immediately due and payable in accordance with Section 8.02(a) of the Agreement.

SECTION 6.03 Other Remedies; Rights of Bondholder. Upon the occurrence of an Event of Default, the Purchaser may pursue any one or more remedies available at law or in equity to enforce the payment of the principal of and interest on the Bond, and any and all costs and expenses incident thereto, then Outstanding.

No remedy by the terms of this Bond Ordinance conferred upon or reserved to the Purchaser 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 remedies given to the Purchaser hereunder or now or hereafter existing at law or in equity, and may be pursued singly, successively or together, at the sole discretion of the Purchaser and may be exercised as often as occasion therefore shall occur.

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 or release thereof or of any such default or event of default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any Default or Event of Default hereunder by the Purchaser shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent hereon.

SECTION 6.04 Waiver. Upon the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, neither the Issuer nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of this Bond Ordinance, and the Issuer, for itself and all who claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

SECTION 6.05 Termination of Proceedings. In case the Purchaser shall have proceeded to enforce any right under this Bond Ordinance by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Purchaser shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Bond Ordinance, and all rights, remedies and powers of the Purchaser shall continue as if no such proceedings had been taken. The Purchaser shall give prompt written notice to the Issuer of any actions it has taken pursuant to this Section 6.05.

SECTION 6.06 Waivers of Events of Default. The Purchaser may at its discretion waive any Event of Default hereunder and the consequences and rescind any declaration of maturity of principal. The Purchaser shall notify the Issuer in writing of any waiver pursuant to this Section 6.06.

SECTION 6.07 Opportunity of Issuer and Borrower to Cure Certain Defaults. The Issuer and the Borrower shall have thirty (30) days after receipt of written notice of the occurrence of an Event of Default under Section 6.01(d) to correct such Default or cause such Default to be corrected unless the Issuer, the Borrower and the Purchaser expressly shall agree in writing to an extension of such time prior to its expiration. If such Default cannot be corrected within such thirty (30) day period then the Issuer and the Borrower shall have an additional ninety (90) day period to cure such Default but only if the defaulting party is proceeding diligently to cure such Default.

Article VII.

Legal Authorization; Findings.

SECTION 7.01 Legal Authorization. The Issuer is a municipality and home rule unit of the State and is authorized under the Constitution and laws of the State to finance the industrial manufacturing facility herein referred to, and to issue and sell bonds in the form of a single debt instrument such as the Bond for the purpose, in the manner and upon the terms and conditions set forth in this Bond Ordinance.

SECTION 7.02 Findings. The City Council has heretofore determined, and does hereby determine and find, as follows:

(a) The Issuer is authorized to enter into the Agreement for the public purposes expressed herein.

(b) The Issuer has made the necessary arrangements with the Borrower for the establishment within the Issuer of the Project consisting of certain property all as more fully described in the Agreement which will be of the character and accomplish the purposes provided in the Agreement, and the Issuer has by this Bond Ordinance authorized the Project.

(c) The acquisition and rehabilitation of the Project are in the public interest of the Issuer.

(d) The amount estimated to be necessary to finance the Costs of Acquisition of the Project, will require the issuance of the Bond in the principal amount of One Million Five Hundred Thousand Dollars ($1,500,000).

(e) It is desirable, feasible and in the public interest to issue the Bond, for the purpose of financing the Project.

(f) In as much as the basic payments to be made by the Borrower pursuant to the Agreement will be sufficient in amount to pay principal of and interest on the Bond, and any and all costs and expenses incidental thereto, and the Borrower covenants in the Agreement to maintain the Project; it is not deemed advisable to establish any reserve funds in connection with the retirement of the Bond or the maintenance of the Project.

(g) The terms of the Mortgage provide that the Borrower shall maintain the Project and carry all proper insurance with respect thereto.

(h) The financing of the Project will serve the public purposes of the Issuer by preserving existing employment opportunities and creating new employment opportunities by encouraging the expansion or increase of industry within the Issuer, thereby reducing the evils attendant upon unemployment and providing for the increased welfare and prosperity of citizens and residents of the Issuer.

To the extent that the Borrower has made representations or supplied information to the Issuer concerning such findngs, such findings are based solely thereon.

Article VIII.

Authorization To Execute Documents And Sell Bond.

SECTION 8.01 Approval and Authorization of Documents. The Agreement, the Disbursing Agreement, the Assignment, the Inducement Letter, the Tax Agreement, and the Offer to Purchase, in the respective forms and contents presented to the City Council on this date, be and same are in all respects hereby approved, authorized and confirmed and the Chief Financial Officer or Comptroller and the City Clerk be and they are hereby authorized and directed to execute and deliver the Agreement, the Disbursing Agreement, the Assignment, the Tax Agreement, the Inducement Letter and the Offer to Purchase, in substantially the forms and contents as presented to the City Council on this date, for and on behalf of the Issuer.

SECTION 8.02 Authorization of Sale of Bond. The sale of the Bond to the Purchaser, at a purchase price as set forth in the Offer to Purchase, is hereby approved, authorized and confirmed.

SECTION 8.03 Authority to Correct Errors, et cetera. The Chief Financial Officer or Comptroller and the City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed necessary to correct errors or omissions therein, or to conform the same to the other provisions of such instruments or to the provisions of this Bond Ordinance.

SECTION 8.04 Statement of Election. The Issuer hereby makes the election described in Section 144(a)(4)(A) of the Internal Revenue Code of 1986, as amended, to issue the Bonds in the amount of One Million Five Hundred Thousand Dollars ($1,500,000).

SECTION 8.05 Further Authority. The Chief Financial Officer or Comptroller, the City Clerk and other officials of the Issuer are hereby authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents or other papers and to perform all other acts as they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

SECTION 8.06 Copies of Documents Presented to City Council Available for Inspection. True and correct copies of all documents presented to the City Council and identified and referred to in this Bond Ordinance are on file in the office of the City Clerk in the municipal offices of the Issuer and are available for inspection by the general public during regular business hours.

Article IX.

Supplemental Ordinances.

The Issuer may, upon the request of and with the written consent of the Borrower and the Purchaser, pass and execute ordinances supplemental to this Bond Ordinance which shall not be inconsistent with the terms and provisions hereof and the Agreement.

Article X.

Miscellaneous.

SECTION 10.01 Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Ordinance or the Bond is intended or shall be construed to give to any person or company other than the Issuer, the Borrower, the Purchaser and the Holder of the Bond and the Holder or former Holder of any participation interest thereon any legal or equitable right, remedy or claim under or with respect to this Bond Ordinance or any covenants, conditions and provisions herein contained; this Bond Ordinance and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer, the Borrower, the Purchaser and the Holder of the Bond and the Holder or former Holder of any participation interest therein as herein provided.

SECTION 10.02 Severability. If any provision of this Bond Ordinance shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 10.03 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed as follows: if to the Issuer, Office of the Comptroller, Room 501, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, with a copy to City of Chicago, Office of Planning and Development Finance Division, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Commissioner, and a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 511, Chicago, Illinois 60602, Attention: Corporation Counsel; if to the Purchaser, American National Bank and Trust Company of Chicago, 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Commercial Banking Division, with a copy to William L. Kabaker, Schwartz and Freeman, 401 North Michigan Avenue, Suite 1900, Chicago, Illinois 60611; and if to the Borrower, X-Frame Partnership, 3455 West 31st Place, Chicago, Illinois 60623, Attention: Sharon Danko, with a copy to Rosenthal and Schanfield, 55 East Monroe Street, 46th Floor, Chicago, Illinois 60603, Attention: Walter Deitch. A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Borrower shall also be given to the Purchaser. The Issuer, the Borrower, and the Purchaser may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 10.04 Issuer's Administrative Fees. The Issuer's administrative fee with respect to the Project and the Project Area, as payable from proceeds of the Bonds, will be One Thousand Five Hundred Dollars ($1,500).

SECTION 10.05 Applicable Provisions of Law. This Bond Ordinance shall be governed by and construed in accordance with the laws of the State.

SECTION 10.06 Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this ordinance and not solely to the particular portion in which any such word is used.

SECTION 10.07 Captions. The captions or headings in this Bond Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Ordinance.

Passed and approved this thirteenth (13th) day of September, 1995.

City Of Chicago, Illinois

By: ______________________________

[Seal]

Attest:

By: ______________________________
City Clerk

Loan Agreement, Disbursing Agreement, Assignment of Loan Agreement, Inducement Letter, Arbitrage and Tax Compliance Agreement and Offer to Purchase referred to in this ordinance read as follows:

City Of Chicago, Illinois

And

X-Frame Partnership

Loan Agreement

Dated As Of September 1, 1995.

The interest of the City of Chicago in this Loan Agreement has been assigned as security to American National Bank and Trust Company of

Chicago under an Assignment of Loan Agreement dated as of the date hereof from the City of Chicago to American National Bank and Trust Company of Chicago and is subject to the security interest of American National Bank and Trust Company of Chicago. For purposes of Article 9 of the Illinois Uniform Commercial Code, the counterpart of this Loan Agreement assigned and delivered to American National Bank and Trust Company of Chicago shall be deemed the original.

This Loan Agreement dated as of September 1, 1995, between the City of Chicago, Illinois, a municipality and home rule unit duly constituted and validly existing under the constitution and the laws of the State of Illinois (the "Issuer"), and X-Frame Partnership, a general partnership organized under the laws of the State of Illinois (the "Beneficiary"), and American National Bank and Trust Company of Chicago, not individually, but as Trustee (the "Land Trustee") under Land Trust Agreement (the "Land Trust") dated August 1, 1995, and known as Trust Number 120107-08 (the Land Trustee and the Beneficiary are hereinafter referred to as the "Borrower").

Witnesseth:

Whereas, Pursuant to and in accordance with the provisions of Ordinance No. ______ (the "Bond Ordinance"), adopted on September 13, 1995 by the City Council of the Issuer, and pursuant to the Issuer's home rule powers, the Issuer proposes to finance the acquisition and rehabilitation of an industrial manufacturing facility to be located within the corporate boundaries of the Issuer (which facility and the site on which it is located are hereinafter collectively referred to as the "Project"); and

Whereas, The Issuer proposes to finance the cost of acquisition and rehabilitation of the Project by the issuance of an industrial development revenue bond pursuant to the Bond Ordinance, the proceeds of such industrial development revenue bond to be loaned by the Issuer to the Borrower; and

Whereas, The Borrower desires to borrow the proceeds of such industrial development revenue bond from the Issuer upon the terms and conditions set forth herein.

Now, Therefore, For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

Article I.

Definitions.

The following words and phrases shall have the following meanings:

"Acquisition", when used in connection with the Project, shall mean, without limitation, the acquisition and rehabilitation of the Project including but not limited to completion of all Renovation Work.

"Agreement" means this Loan Agreement and any amendments and supplements hereto.

"Assignment" means the Assignment of Loan Agreement dated as of this date, including any amendment or supplement thereto, between the Issuer and the Purchaser, pursuant to which the interest of the Issuer in this Agreement and the amounts received by the Issuer hereunder are to be assigned as security for the payment of principal of and interest on the Bond and the faithful performance of the covenants and agreements contained in this Agreement and the Mortgage.

"Assignment of Rents and Leases" means that certain Assignment of Rents and Leases executed by the Borrower in favor of the Purchaser relating to the Project Building and Project Site of even date herewith.

"Beneficiary" means X-Frame Partnership, an Illinois general partnership.

"Bond" means the Issuer's Industrial Development Revenue Bond (Kolcraft Enterprises, Inc. Project) Series 1995 issued by the Issuer pursuant to the Bond Ordinance.

"Bond Counsel" means an attorney or firm of attorneys acceptable to the Purchaser and the Issuer and nationally recognized as experienced in matters pertaining to the validity of obligations of governmental issues and the exclusion from gross income of the interest thereon for the purpose of federal income taxation.

"Bond Ordinance" means the ordinance adopted by the City Council of the Issuer on September 13, 1995, authorizing the issuance of the Bond, including any ordinances supplemental thereto.

"Borrower" means collectively the Beneficiary and the Land Trustee.

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

"Business Day" means a secular day on which banking business is transacted in the City of Chicago, Illinois.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" means the date of completion of the Acquisition of the Project, as that date shall be certified as provided in Section 3.04 hereof but in no event later than September 15, 1997.

"Construction Escrow Agreement" means that certain Construction Escrow Agreement in a form and content acceptable to the Purchaser and executed by the Purchaser, the Borrower and Ticor Title Insurance Company in connection with the disbursement of a portion of the proceeds of the Bond for the Renovation Work.

"Construction Period" means the period between the beginning of Acquisition of the Project or the date on which the bond is first delivered to the purchaser thereof, whichever is earlier, and the Completion Date.

"Corporate Guaranty" means the Guaranty Agreement dated as of the date hereof, including any amendments or supplements thereto, between the Purchaser and the Lessee by which the Lessee agrees with the Purchaser to guaranty the Borrower's obligations under this Agreement and the payment of the Bond.

"Cost of Acquisition of the Project" means the cost of Acquisition of the Project, including, but not limited to the following (but only to the extent permitted by the Tax Agreement):

(a) payment to the Borrower of such amounts, if any, as shall be necessary to reimburse the Borrower for advances and payments made by it prior to or after the delivery of the Bond for expenditures in connection with the preparation of Plans and Specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof);

(b) payment of the initial or acceptance fee of the Depositary, fees of the Depositary incurred during the Construction Period, legal, financial and accounting fees and expenses, printing and engraving costs incurred in connection with the authorization, sale and issuance of the Bond, the execution and filing of the Bond Ordinance and the preparation of all other documents in connection therewith, and payment of all fees, costs and expenses for the preparation of this Agreement, the Assignment, the Bond Ordinance, the Tax Agreement, the Bond, the Disbursing Agreement, and the Mortgage and all agreements and instruments related thereto;

(c) payment for labor, services, materials and supplies used or furnished in the Acquisition of the Project, all as provided in Exhibit D and in any work orders therefor, payment for the cost of the construction, acquisition and installation of utility services or other facilities, acquisition and installation of all real and personal property deemed necessary in connection with the Project, and payment for the miscellaneous capitalized expenditures incidental to any of the foregoing items;

(d) payment of the fees, if any, for architectural, engineering, legal, printing, underwriting and supervisory services with respect to the Project;

(e) to the extent not paid by a contractor for construction with respect to any part of the Project, payment of the premiums on all insurance required to be taken out and maintained with respect to any part of the Project during the Construction Period;

(f) payment of the taxes, assessments and other charges, if any, that may become payable during the Construction Period with respect to the Project, or reimbursement thereof if paid by the Borrower;

(g) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project;

(h) interest on the Bond during the Construction Period; and

(i) payment of any other costs permitted by the Bond Ordinance which will not affect, in the opinion of Bond Counsel, the exemption from federal income taxes of interest on the Bond.

"Depositary" means American National Bank and Trust Company of Chicago as Depositary under the Disbursing Agreement and its successor and assigns.

"Disbursing Agreement" means the Disbursing Agreement dated as of this date, including any amendments or supplements thereto, among the Issuer, the Borrower and the Depositary.

"Environmental Indemnity Agreement" means that certain Environmental Indemnity Agreement of even date herewith executed by the Beneficiary and the Lessee.

"Guarantors" means the Lessee and Sanfred Koltun, an individual residing in the State of Illinois.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and who is not a full-time employee of the Purchaser, the Issuer or the Borrower.

"Inducement Letter" means the Inducement Letter dated ____________, 1995, executed by the Beneficiary, the Guarantor and the Lessee.

"Issuer" means the City of Chicago, Illinois, a municipality and home rule unit duly constituted and validly existing under the Constitution and laws of the State of Illinois.

"Issuer Representative" means the person at the time designated to act on behalf of the Issuer by written certificate furnished to the Borrower and the Purchaser containing the specimen signature of such person and signed on behalf of the Issuer by its duly authorized agent. The Issuer Representative may be an employee of the Issuer.

"Land Trust Agreement" means that certain Land Trust Agreement dated August 1, 1995 and known as Land Trust Number 120107-08.

"Land Trustee" means American National Bank and Trust Company of Chicago as trustee under the Land Trust Agreement.

"Lease" means that certain Lease dated as of September 1, 1995 for the Project executed by and between the Land Trustee and the Lessee.

"Lessee" means Kolcraft Enterprises, Inc., an Illinois corporation.

"Letter Agreement" means that certain Letter Agreement dated as of June 5, 1995 between the Purchaser and the Beneficiary.

"Limited Guaranty" means the Guaranty Agreement dated as of this date, including any amendments or supplements thereto, between the Purchaser and by which Sanfred Koltun agrees with the Purchaser to guarantee the Borrower's obligations under this Agreement and the payment of the Bond.

"Loan Documents" means this Agreement, the Mortgage, the Assignment of Rents and Leases, the Guaranty, the Security Agreement (Assignment of Beneficial Interest), the Subordination, Attornment and Non-Disturbance Agreement and the Environmental Indemnity Agreement.

"Loan Term" means the term of this Agreement as specified in Section 10.01 hereof.

"Mortgage" means the Mortgage and Security Agreement dated as of even date herewith, and any amendment or supplement thereto, between the Borrower and the Purchaser pursuant to which the Borrower grants to the Purchaser a mortgage lien and security interest in the Project Building, the Project Site, the improvements now or hereafter located thereon, and certain other property, to secure payment of principal of and interest on the Bond and the faithful performance of the covenants and agreements contained in this Agreement and the Mortgage.

"Net Proceeds" when used with respect to any insurance proceeds from policies required by the Mortgage or any condemnation award, means the amount remaining after deducting all expenses (including attorneys' fees) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"Offer to Purchase" means the Offer to Purchase dated September 13, 1995 by the Purchaser and accepted by the Issuer setting forth the terms and conditions regarding the Purchaser's purchase of the Bond.

"Permitted Encumbrances" means the Mortgage and those liens, easements, covenants, restrictions and other matters of title which are listed in (Sub)Exhibit C attached hereto.

"Permitted Investments" has the meaning set forth in Section 3.06 hereof.

"Person" means any corporation, natural person, firm, joint venture, partnership, trust, unincorporated organization, government or any department or agency of any government.

"Plans and Specifications" means any and all plans and specifications submitted by the Beneficiary to the Purchaser in connection with the Renovation Work as described in Exhibit E of this Agreement.

"Project" means, unless the context indicates otherwise, the Project Building and the Project Site.

"Project Building" means, unless the context indicates otherwise, the industrial manufacturing facilities consisting of a building and related equipment and (i) those items of fixtures, machinery and equipment required or permitted to be acquired with the proceeds of the sale of the Bond or the proceeds of any payment by the Borrower pursuant to the provisions of Section 3.05 hereof (which property is described generally in Exhibit B attached hereto), and (ii) any item of machinery or equipment acquired in substitution for, or as a renewal or replacement of, or a modification or improvement to any property described in (i) above, pursuant to the Mortgage.

"Project Site" means the real estate described in (Sub)Exhibit A attached hereto on which the Project Building is and will be situated, which real estate is owned by the Land Trustee, and any other interests in real property, leasehold interests, easements, licenses and rights in real property hereafter owned by the Borrower relating to the Project Building, less any interests in real property hereafter taken by the exercise of the power of eminent domain.

"Purchaser" means American National Bank and Trust Company of Chicago and its successors and assigns.

"Qualified Cost of Construction" means that portion of the Cost of the Project which is chargeable to the Project's capital account for federal income tax purposes or which would be so chargeable either with a proper election by the Beneficiary under the Code or but for a proper election by the Beneficiary to deduct such amount and which were incurred and paid, or are to be incurred and paid, after May 14, 1995.

"Renovation Work" means the renovation work to be performed on the Project Building as described in (Sub)Exhibit B of this Agreement.

"Security Agreement (Assignment of Beneficial Interest)" shall mean that certain Security Agreement (Assignment of Beneficial Interest) of even date herewith executed by the Beneficiary pledging to the Purchaser one hundred percent (100%) of the beneficial interest in the Land Trust.

"State" means the State of Illinois.

"Subordination, Attornment and Non-Disturbance Agreement" means that certain Subordination, Attornment and Non-Disturbance Agreement of even date herewith between the Lessee, the Purchaser and consented to by the Borrower.

"Tax Agreement" means the Arbitrage and Tax Compliance Agreement dated the date of issuance of the Bond among the Issuer, the Borrower and the Depositary.

"Title Policy" means the mortgage loan policy issued to the Purchaser insuring the lien of the Mortgage on the Project.

Article II.

Representations, Covenants And Warranties.

Section 2.01 Representations, Covenants And Warranties Of Issuer.

The Issuer represents that:

(a) The Issuer is a municipality and a home rule unit duly constituted and validly existing under the Constitution and the laws of the State. The Issuer is authorized to enter into the transactions contemplated by this Agreement and the Bond Ordinance and to carry out its obligations hereunder. The Issuer has been duly authorized to execute and deliver this Agreement and the Bond. The Issuer agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(b) The Issuer proposes to issue the Bond to the Purchaser for the purpose of financing a loan to the Borrower for the Borrower's Acquisition of the Project.

(c) In authorizing the Project, the Issuer's purpose is, and in its judgment the effect thereof will be, to preserve existing employment opportunities and create new employment opportunities by encouraging the expansion or increase of industry within the Issuer, thereby reducing the evils attendant upon unemployment and providing for the increased welfare and prosperity of its citizens and residents.

(d) Heretofore, the Issuer and the Borrower did agree that the Issuer would finance the cost of acquiring and rehabilitating the Project. The Borrower has estimated that the Cost of Acquisition of the Project will be One Million Five Hundred Thousand Dollars ($1,500,000). On that basis, the Issuer proposes to issue the Bond in the aggregate principal amount of One Million Five Hundred Thousand Dollars ($1,500,000), which will mature in installments on such dates and bear interest at such rates and which will be subject to prepayment or redemption at the times and at the prepayment or redemption prices as set forth in the Bond and the Bond Ordinance, in order to finance the initial cost of acquiring and rehabilitating the Project.

(e) The Issuer covenants that it will not assign or otherwise create a security interest in this Agreement or the amounts derived from this Agreement or the Project other than to secure the Bond.

(f) No officer, member, agent or employee of the Issuer is in any manner interested, either directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Borrower, the Guarantor or the Project.

(g) The Issuer will not knowingly take or omit to take any action reasonably within its control which action or omission would impair the exclusion of interest paid on the Bond from the federal gross income of the owner of the Bond for federal income tax purposes.

(h) Neither the execution and delivery by the Issuer of this Agreement, the Offer to Purchase, the Tax Agreement, the Disbursing Agreement or the Assignment nor the adoption of the Bond Ordinance nor the consummation by the Issuer of the transactions contemplated hereby or thereby conflicts with, will result in a breach of or default under the terms, conditions or provisions of any statute, order, rule, regulation, agreement or instrument to which the Issuer is a party or by which it is bound.

(i) Each of this Agreement, the Tax Agreement, the Disbursing Agreement, the Offer to Purchase and the Assignment has been duly authorized, executed and delivered by the Issuer and each constitutes the legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by equitable principles of general applicability.

(j) There is no litigation or proceeding pending, or to the knowledge of the Issuer threatened, against the Issuer, or to the knowledge of the individuals executing this Agreement on behalf of the Issuer affecting it, which would adversely affect the validity of this Agreement, the Bond Ordinance, the Tax Agreement, the Disbursing Agreement, the Assignment or the Bond or the ability of the Issuer to comply with its obligations under this Agreement, the Bond Ordinance, the Tax Agreement, the Disbursing Agreement, the Assignment or the Bond.

(k) The Issuer hereby finds and determines that, based on representations of the Borrower, the financing of the Project through the issuance of the Bond will further the public purposes of the Issuer.

Section 2.02 Representations, Covenants, Warranties And Agreements Of Borrower.

The Borrower represents, covenants and warrants as follows:

(a) The Beneficiary is a general partnership duly organized and validly existing under the laws of the State and has the power to enter into this Agreement, the Disbursing Agreement, the Inducement Letter, the Tax Agreement, the Mortgage and the other Loan Documents executed by it as well as any related and requisite UCC Financing Statements.

(b) The Beneficiary will maintain its existence and will continue to be qualified to transact business in the State.

(c) The estimated Cost of Acquisition of the Project is at least One Million Five Hundred Thousand Dollars ($1,500,000).

(d) The Project constitutes and will constitute either land or property of a character subject to the allowance for depreciation under Section 167 of the Code, and for federal income tax purposes, all expenditures for and

Cost of Acquisition of the Project are costs incurred to issue the Bond or chargeable to the Project's capital account or would be chargeable either with a proper election by the Borrower or but for a proper election by the Borrower to deduct such amounts.

(e) The Borrower will cause the proceeds of the Bond to be applied to the payment of the Cost of Acquisition of the Project.

(f) The "average maturity" of the Bond does not exceed one hundred twenty percent (120%) of the "average reasonably expected economic life of the facilities being financed" with the net proceeds of the Bond, as such terms are determined under Section 147(b) of the Code and the regulations promulgated thereunder.

(g) The Project will be located wholly within the Issuer and the Borrower and the Lessee will be the only principal users of the Project.

(h) Neither the execution and delivery of this Agreement, the Mortgage, the other Loan Documents, the Disbursing Agreement, the Tax Agreement or the Inducement Letter or any UCC financing statements, the filing and recording of any UCC financing statements, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this Agreement, the Mortgage, the other Loan Documents, the Tax Agreement, the Disbursing Agreement or the Inducement Letter conflicts with or results in a breach of the Partnership Agreement of the Beneficiary or the terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower is now a party or by which the Borrower is bound, or constitutes a default under any of the foregoing, or (except as contemplated by the Loan Documents) results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Borrower except any interests herein, under the terms of any instrument or agreement.

(i) The Project complies and will comply throughout the term of this Agreement with all presently applicable health and safety standards and all other industrial requirements or restrictions enacted or promulgated by the State, or any political subdivision thereof, or by the government of the United States or any agency thereof, except to the extent that failure to comply would not have a material adverse impact on the operation of the business conducted at the Project Site, in which event the Borrower shall take all reasonable steps to correct such failure.

(j) There is no litigation or proceeding pending, or to the knowledge of the Borrower, threatened, against the Borrower, or any other person affecting in any manner whatsoever the right of the Borrower to execute this Agreement or the ability of the Borrower to pay the payments required hereunder or to otherwise comply with its obligations contained herein.

(k) The Borrower will not take or permit to be taken any action or omit to take any actions which would have the effect, directly or indirectly, of causing the interest on the Bond to become includible in the gross income of the Owner thereof.

(l) The Land Trustee owns the Project Site. The Project Building will be located on the Project Site.

(m) To the knowledge of the Borrower the Project currently complies with, and the Project upon completion will comply with, all presently applicable building and zoning ordinances, and will not violate any applicable use or other restrictions contained in prior conveyances.

(n) All certificates, licenses, permits, authorizations and approvals from any governmental authority, and from any other persons necessary for the Acquisition or use of the Project for the purposes contemplated herein have been or will be obtained and are or will be in full force and effect, except to the extent that failure to comply would not have a material adverse impact on the operation of the business conducted at the Project Site, in which event the Borrower shall take all reasonable steps to correct such failure.

(o) All utility services necessary for the operation of the Project for its intended purposes are available at the Project, and the providing of such utility services shall not be subject to the consent or withholding of objection of any governmental authority.

(p) Subject to the provisions of the Letter Agreement, the Borrower will pay all costs, expenses and fees required to satisfy the terms, provisions and conditions herein, and all reasonable costs, expenses and fees incurred by the Purchaser and the Issuer in connection with the transactions contemplated hereby. Without limiting the generality of the foregoing, the Borrower will pay all taxes, filing and recording expenses, title insurance charges, insurance charges and premiums, survey costs, and, subject to the limitations of the Letter Agreement, expenses and fees charged by the Purchaser's attorneys and photocopying costs.

(q) The Borrower will cause the Acquisition of the Project to be prosecuted with due diligence and will use its best efforts to cause acquisition and rehabilitation of the Project to be completed no later than the Completion Date, in accordance with the requirements of all governmental authorities and in accordance with the Plans and Specifications and in accordance with any completion schedule and free and clear of liens, claims or encumbrances.

(r) The Borrower will not subject or permit the subjection of the Project Building or the Project Site or any part thereof to any lease, license or other operating agreement without the prior written consent of the Purchaser other than the Lease.

(s) The Borrower will at any time and from time to time, on demand of the Purchaser or the Issuer, do any act or thing, or cause to be done any act or thing, and execute and deliver, or cause to be executed and delivered, any additional documents, instruments or assurances reasonably required by the Purchaser or the Issuer to carry out the transactions described herein and to secure the interest of the Purchaser and the Issuer in the Project Building and the Project Site.

(t) Until the Bond has been paid in full, whether at the final date of maturity thereof, by acceleration, call for redemption or otherwise, all interest payable on the Bond has been paid and all costs and expenses incident thereto have been paid, all domestic accounts of the Beneficiary, except convenience accounts such as those maintained for petty cash, check cashing, payroll or other similar purposes, shall be maintained with the Purchaser.

(u) Anything contained herein to the contrary notwithstanding, the Borrower shall not mortgage, sell, encumber or otherwise transfer all or any part of the Project Site or the Project Building except as provided in the Mortgage.

(v) The Borrower will use the proceeds of the Bond only for the purposes set forth herein, and will furnish the Purchaser and the Department of Planning and Development of the Issuer such evidence as the Purchaser and the Issuer may reasonably require with respect to such use.

(w) The Borrower shall maintain or cause to be maintained the Project and its other physical assets in good condition and repair, ordinary wear and tear excepted. The Borrower shall also promptly pay and discharge, or cause to be paid and discharged when due, the cost of repairs to or maintenance of the same, and will pay or cause to be paid all rental and mortgage payments due on the Project or any portion thereof. The Borrower hereby agrees that in the event it fails to make or cause to be made any such payments, the Purchaser may do so and be reimbursed immediately therefor by the Borrower.

(x) The Borrower shall pay or cause to be paid when due all taxes, assessments, charges or levies imposed on it or on any of its properties or which it is required to withhold and pay over, except where contested in good faith by appropriate proceedings and with adequate reserves having been made therefor on the books of the Borrower. The Borrower shall pay or cause to be paid all such taxes, assessments, charges or levies forthwith whenever foreclosure on any lien that attaches appears imminent.

(y) The Beneficiary shall keep accurate and complete records consistent with sound business practice.

(z) The Beneficiary shall annually certify to the Purchaser and the Issuer, by a partner of the Beneficiary or the accountants of the Beneficiary, that no Event of Default hereunder, or event which, with the giving of notice or the passing of time, or both, would become an Event of Default hereunder, has occurred. The Beneficiary shall also notify the Purchaser and the Issuer within ten (10) Business Days of the occurrence of any Event of Default hereunder or any event, which as noted, could become an Event of Default hereunder.

(aa) Within ten (10) Business Days of the request of the Purchaser therefor, the Beneficiary shall furnish the Purchaser with copies of all federal income tax returns filed by the Beneficiary for the previous three (3) years.

(bb) The Beneficiary shall notify the Purchaser and the Issuer thirty (30) days in advance of any change in location of any of its places of business or of the establishment of any new, or the discontinuance of any existing, place of business.

(cc) The Beneficiary shall continue to conduct and operate its business substantially as currently conducted.

(dd) The Beneficiary shall, when requested so to do, make available for inspection during regular business hours by a duly authorized representative of the Purchaser any of its books and records and shall furnish the Purchaser any information regarding its business affairs and financial condition within a reasonable time after written request therefor.

(ee) The Beneficiary shall, when requested so to do, but no more often than quarterly and upon two (2) Business Days notice, allow the Purchaser to inspect its physical facilities during regular business hours.

(ff) The Beneficiary shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and all rights, franchises and trade names of value to the Beneficiary and shall comply with all present and future laws applicable to it in the operation of its business and shall comply with all material agreements to which it is subject, except to the extent that failure to comply would not have a material adverse impact on the operation of the business conducted at the Project Site, in which event the Beneficiary shall take all reasonable steps to correct such failure.

(gg) The Borrower will pay or cause to be paid when due all indebtedness due third persons, except when the amount thereof is being contested in good faith by appropriate proceedings and with adequate reserves therefor being set aside on the books of the Borrower. Except when the same is being contested by the Borrower as provided in the immediately preceding sentence, if default be made by the Borrower in the payment of any principal (or installment thereof) or interest on any such indebtedness, the Purchaser shall have the right, in its discretion, to pay such interest and principal for the account of the Borrower and be reimbursed therefor by the Borrower.

(hh) Except for the Lease, the Borrower will not sell, transfer, lease or otherwise dispose of all or (except in the ordinary course of business) any substantial part of its assets other than pursuant to the Mortgage.

(ii) Unless approved in writing by the Purchaser in advance, the Borrower will not mortgage, pledge, grant or permit to exist a security interest in or lien upon any of its assets of any kind, now owned or hereafter acquired, except for Permitted Encumbrances and purchase money security interests in assets acquired other than with the proceeds of the Bond.

(jj) The Borrower will not furnish the Purchaser or the Issuer any certificate or other document that will contain any untrue statement of material fact or that will omit to state a material fact necessary to make it not misleading in light of the circumstances under which it was furnished.

(kk) The Borrower will not directly or indirectly apply any part of the proceeds of the Bond to the purchasing or carrying of any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, or any regulations, interpretations or rulings thereunder.

(ll) The information contained in the Tax Agreement and all other written information relating to the Project provided by the Borrower to the Issuer and Bond Counsel for the Bond for reliance by the Issuer or the Bond Counsel in connection with the issuance of the Bond are true and correct.

Section 2.03 Purchaser May Rely On Representations.

The Issuer, as to its representations, and the Borrower, as to its representations, agree that the representations contained in this Article II are for the use and benefit of the Purchaser, as well as the Issuer and the Borrower, shall inure to the benefit of the Purchaser and the Purchaser shall be entitled to rely thereon.

Article III.

Acquisition Of The Project; Issuance Of The Bond.

Section 3.01 Agreement To Acquire And Rehabilitate The Project.

The Borrower agrees that:

(a) It will complete the Acquisition of the Project as provided herein. The Project Building and the Project Site shall belong to and be the property of the Borrower, subject only to Permitted Encumbrances.

(b) It will cause the Acquisition of the Project to be made in accordance with the Plans and Specifications previously or hereafter supplied to and approved by the Purchaser. In order to effectuate the purposes of this Agreement the Borrower will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper, all for completing the Acquisition of the Project. So long as the Borrower is not in default under any of the provisions of this Agreement or the Mortgage, the Borrower shall have full power to carry out the acts and agreements provided in this Section 3.01 and such power is granted and conferred irrevocably by the Issuer to the Borrower and is accepted by the Borrower, and shall not be terminated by any act of the Issuer or of the Borrower.

Section 3.02 Agreement To Issue The Bond; Purchase Of Bond By The Purchaser.

In order to provide funds for payment of the Cost of Acquisition, the Issuer, concurrently with the execution of this Agreement, will issue, sell and deliver the Bond to the Purchaser at a purchase price of One Million Five Hundred Thousand Dollars ($1,500,000). The purchase of the Bond by the Purchaser shall be subject to such conditions as are set forth in the Offer to Purchase, pursuant to which the Purchaser agrees to buy the Bond at the time and subject to the conditions set forth therein.

Section 3.03 Disbursement Of Bond Proceeds.

The Depositary shall disburse the proceeds of the Bond to or for the account of the Borrower in installments from a separate Project Fund, which is created with and held by the Depositary pursuant to the Disbursing Agreement, to pay or reimburse the Borrower for payment of the Cost of Acquisition of the Project. Such payments shall be made in accordance with the terms of the Disbursing Agreement and upon receipt by the Depositary of requisitions signed by the Borrower Representative which (1) shall state, with respect to each payment to be made: (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) the amount to be paid, (iv) that each obligation mentioned therein has been properly incurred, is a Cost of Acquisition of the Project, and has not been the basis of any previous withdrawal, (v) that the expenditure of such disbursement, when added to all disbursements under previous requisitions, will result in at least ninety-five percent (95%) of the total of such disbursements, other than disbursements for issuance expenses, having been used for Qualified Costs of Construction, (vi) that all representations and warranties of the Borrower contained herein are true in all material respects on the date of such requisition, and (vii) that there has occurred no event which constitutes or would, with the passage of time or giving of notice, constitute an Event of Default hereunder; (2) shall specify in reasonable detail, with respect to each payment to be made, the nature of the obligation; (3) shall be accompanied, for any contractor or mechanic to whom such bill or statement of account applies, by a bill or statement of account for such obligation, applications for payment and waivers of mechanic's and materialmen's liens which may be conditional upon payment; (4) with each requisition following the first requisition, shall be accompanied by properly executed unconditional lien waivers covering the full amount of the previous payment; and (5) if required by the Purchaser: (i) all disbursements to pay for the Rehabilitation Work shall be disbursed through the Construction Escrow and shall be accompanied by appropriate later date endorsements to the Title Policy insuring the lien of the Mortgage to be superior to mechanic's liens, (ii) shall not be made unless the Purchaser has received and approved the construction contracts for the construction of the Renovation Work together with assignments of same to the Purchaser consented to by any contractor performing any Renovation Work, and (iii) is further accompanied by such architect's approvals, general contractor's statements and building permits and owner's sworn statements as may be reasonably requested by the Purchaser.

The Borrower covenants and agrees that it will cause at least ninety-five percent (95%) of the moneys in the Project Fund (including any earnings on investment of such moneys) to be disbursed for Qualified Costs of Construction. The Borrower further covenants that no more than $30,000 of the moneys in the Project Fund will be disbursed for payment of issuance costs within the meaning of the Code.

The Depositary shall be permitted to transfer moneys on deposit in the Project Fund to the Rebate Fund created pursuant to the Tax Agreement in accordance with the provisions of the Tax Agreement.

Section 3.04 Establishment Of Completion Date.

(a) The Completion Date shall be evidenced by a certificate of the Borrower Representative satisfactory to the Depositary that the Acquisition of the Project has been completed. Such certificate shall provide that (i) the acquisition and rehabilitation of the Project has been completed substantially in accordance with (Sub)Exhibit D attached hereto and all labor, services, materials and supplies used in such acquisition and rehabilitation have been paid for (other than costs and expenses for which payment has been withheld), (ii) all other facilities necessary in connection with the Project have been constructed, acquired and installed in accordance with the plans, specifications and work orders therefor and all costs and expenses incurred in connection therewith (other than costs and expenses for which payment has been withheld) have been paid, and (iii) at least ninety-five percent (95%) of the costs previously disbursed and to be disbursed from the Project Fund (including moneys to be disbursed in accordance with the next succeeding paragraph of this Section 3.04) are Qualified Costs of Construction. The Borrower may withhold payment and direct the Depositary to retain in the Project Fund an amount sufficient to pay any Acquisition Cost of the Project which has been incurred; such retained moneys shall be disbursed after the Completion Date in the manner provided in Section 3.03 hereof. If the Borrower withholds the payment of any such cost or expense of the Project, the certificate shall state the amount of such withholding and the reason therefor. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. It shall be the duty of the Borrower to cause such certificate to be furnished to the Depositary within sixty (60) days after the Project shall have been completed.

(b) Upon the Completion Date any moneys remaining in the Project Fund shall (i) (within sixty (60) days) be used for the payment, in accordance with the provisions of this Agreement, of any Cost of Acquisition of the Project not theretofore paid, as specified in paragraph (a) of this Section 3.04; (ii) be retained therein at the election of the Borrower until no later than September 15, 1998 and applied to pay or reimburse the Borrower for payment of the cost of an additional project or projects provided that the Borrower shall deliver to the Issuer, the Purchaser and the Depositary an opinion of Bond Counsel to the effect that any such additional project or change in the project shall not impair the validity of the Bond or the exclusion from federal income taxes to which interest on the Bond is otherwise entitled; or (iii) (within sixty (60) days) be applied to the prepayment of the principal installments of the Bond in inverse order thereof. Until so used, the amount so remaining in the Project Fund may be invested as permitted by this Agreement and the Bond Ordinance provided that prior to any such investment the Purchaser and the Issuer are provided with an opinion of nationally recognized bond counsel to the effect that such investment will not adversely affect the exclusion from federal income taxes of interest on the Bond by producing a yield on such amount (computed from the Completion Date and taking into account any investment of such amount from the Completion Date) greater than the yield on the Bond, computed in accordance with Section 148 of the Code and the regulations promulgated thereunder. The Borrower and the Issuer agree to cooperate with the Purchaser and take all required action necessary to redeem the Bond or to accomplish any other purpose contemplated by this section.

Section 3.05 Borrower Required To Pay In Event Bond Proceeds Insufficient.

In the event the proceeds of the Bond available for payment of the Cost of Acquisition of the Project should not be sufficient to pay the Cost of Acquisition of the Project in full, the Borrower agrees to complete the Acquisition of the Project in conformance with the descriptions or Plans and Specifications furnished to and approved by the Purchaser, and to pay that portion of the Cost of Acquisition of the Project in excess of the moneys available therefor from the proceeds of the Bond. The Issuer makes no warranty, either expressed or implied, that the proceeds of the Bond available for payment of the Cost of Acquisition will be sufficient to pay all of the Costs of Acquisition of the Project. The Borrower agrees that if after exhaustion of the proceeds of the Bond available for payment of the Cost of Acquisition of the Project, the Borrower should pay any portion of the Cost of Acquisition of the Project pursuant to the provisions of this section, the Borrower shall not be entitled to any reimbursement therefor from the Issuer or from the Purchaser, nor shall the Borrower be entitled to any diminution of the amounts payable under Section 4.02 hereof.

Section 3.06 Investment Of Moneys By Depositary.

Any proceeds of the Bond held by the Depositary in the Project Fund shall be invested or reinvested by the Depositary, to the extent permitted by law, at the request of and as directed by the Borrower Representative, in any of the following qualified investments (referred to herein as "Permitted Investments"):

(i) direct general obligations of the United States of America;

(ii) obligations the payment of the principal of and interest on which is unconditionally guaranteed by the United States of America;

(iii) bonds, debentures, participation certificates or notes issued by any of the following: Bank of Cooperatives, Federal Land Banks, Federal Home Loan Banks, Federal Intermediate Credit Banks, Federal National Mortgage Association, Export-Import Bank of the United States, Student Home Marketing Association, Farmer's Home Administration, Federal Home Loan Mortgage Corporation or Government National Mortgage Association, or any other agency or corporation which has been or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof;

(iv) Certificates of Deposit or time deposits with any bank or savings institution which is insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, provided that such Certificates of Deposit or the deposits, to the extent they exceed the amounts covered by Federal Deposit Insurance, are fully secured by obligations described in clause (i) or (ii) hereof;

(v) Certificates of Deposit or time deposits with the Purchaser or with any banking institution having a capital and surplus in excess of Ten Million Dollars ($10,000,000); or

(vi) Any other investment permitted by applicable law subject to the consent of the Purchaser.

The Depositary may make any and all such Permitted Investments through its own bond department or the bond department of any bank or trust company under common control with the Depositary. All such Permitted Investments shall at all times be a part of the Project Fund from where the moneys used to acquire such Permitted Investments shall have come, and all income and profits on such Permitted Investments shall be credited to, and losses thereon shall be charged against, such account. Such Permitted Investments shall be made so as to mature or be subject to redemption at the option of the holder thereof on or prior to the date or dates that the Borrower anticipates that moneys therefrom will be required. Such Permitted Investments shall be registered in the name of the Depositary. The Depositary may cause such Permitted Investments to be sold or reduced to cash without regard to loss on such liquidations if amounts are needed for disbursement.

Section 3.07 Operation Of The Project.

The Borrower will not from the date of this Agreement, nor will it allow any lessee or other user of the Project to, make any material change in its use of the Project unless the Purchaser and the Issuer receive an opinion of Bond Counsel to the effect that such change will not impair the exclusion of interest on the Bond from the gross income of holders of the Bond for federal income tax purposes.

The Borrower agrees to operate the Project, or cause any lessee or other user of the Project to operate the Project as required by this Agreement and in such a manner that it will not impair the exclusion of interest on the Bond from gross income of the holder of the Bond for federal income tax purposes. The Borrower will, throughout the term of this Agreement, cause the Project to be operated in all material respects in accordance with the laws, rulings, regulations and ordinances of the State and the United States of America which may be applicable to the Project or the use or manner of use of the Project.

Upon a sale of all or any portion of the Borrower's interest in the Project, the Borrower will obtain the agreement of the Purchaser of the Project or interest therein to comply with the provisions of this Agreement described in this section, regardless of whether such Purchaser assumes the obligations of the Borrower under this Agreement generally and shall provide the Issuer notice of any such sale.

Article IV.

Loan Of Proceeds To The Borrower; Loan Provisions.

Section 4.01 Loan Of Proceeds.

The Issuer agrees, upon the terms and conditions contained in this Agreement, to lend to the Borrower the proceeds received by the Issuer from the sale of the Bond. Such proceeds shall be delivered to the Depositary for the account of the Borrower and disbursed as provided in Section 3.03 hereof.

Section 4.02 Amounts Payable.

(a) The Borrower hereby covenants and agrees to repay the loan made to it pursuant to Section 4.01 hereof in principal installments of Twenty-five Thousand Dollars ($25,000) each on the first day of each March, June, September and December, commencing December 1, 1995 together with payments of interest on the outstanding principal balance of said loan on each of said dates, at a rate, adjusted and computed daily, equal to either (i) seventy-seven and two-tenths percent (77.2%) of the floating base interest rate, announced from time to time by American National Bank and Trust Company of Chicago, its successors or assigns, as its base interest rate (the "Base Interest Rate") or (ii) seventy-seven and two-tenths percent (77.2%) of the amount which is one hundred fifty (150) basis points over the Libor Interest Rate (as hereafter defined) for the period of time as designated in writing by the Borrower to the Purchaser. Contemporaneously with the execution of the Bond, the Beneficiary shall deliver to the Purchaser a written direction (the "Interest Rate Notice") setting forth (i) whether interest shall initially be calculated on the Bond at seventy-seven and two-tenths percent (77.2%) of the Base Interest Rate or seventy-seven and two-tenths percent (77.2%) of the amount which is one hundred fifty (150) basis points over the Libor Interest Rate; (ii) if at seventy-seven and two-tenths percent (77.2%) of the Base Interest Rate the length of the initial Base Interest Rate Period; and (iii) if at seventy-seven and two-tenths percent (77.2%) of the amount which is one hundred fifty (150) basis points over the Libor Interest Rate, the Libor Interest Rate Period, as hereinafter defined. Following the delivery of the Interest Rate Notice at the time of the execution of the Bond, the Borrower may thereafter change the Interest Rate to be applied at the expiration of the time period shown in the Initial Interest Rate Notice or in any subsequent Interest Rate Notice (the "Interest Rate Expiration Date") provided a new Interest Rate Notice is delivered to Purchaser at least three (3) days prior to the then applicable Interest Rate Expiration Date. If no Interest Rate Notice is received by the Purchaser within the aforesaid time period, interest shall accrue on the Bond from the date of the then applicable Interest Rate Expiration Date until three days after a new Interest Rate Notice is received by Purchaser at the Interest Rate then in effect. As used in this paragraph, the following definitions shall apply:

(i) "Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Chicago, Illinois are authorized or required to close under the laws of the State of Illinois and, if the applicable day relates to a Libor Interest Rate Period, or notice with respect to a Libor Interest Rate Period, a day on which dealings in Dollar deposits are also carried on in the London interbank market and banks are open for business in London.

(ii) "Eurocurrency Reserve Requirement" means, for any Libor Interest Rate Period, the daily average of the stated maximum rate (expressed as a decimal) at which reserves (including any marginal, supplemental, or emergency reserves) are required to be maintained during such Libor Interest Rate Period under Regulation D by the Purchaser against "Eurocurrency Liabilities" (as such term is used in Regulation D) but without benefit or credit of proration, exemptions, or offsets that might otherwise be available to the Purchaser from time to time under Regulation D. Without limiting the effect of the foregoing, the Eurocurrency Reserve Requirement shall reflect any other reserves required to be maintained by the Purchaser against (1) any category of liabilities that includes deposits by reference to which the Libor Interest Rate is to be determined; or (2) any category of extension of credit or other assets that include loans bearing interest at the Libor Interest Rate.

(iii) "Base Interest Rate Period" means the period of time designated in writing by the Borrower in an Interest Rate Notice while the Bond bears interest at seventy-seven and two-tenths percent (77.2%) of the Base Interest Rate.

(iv) "Libor Interest Rate Period" means the period commencing on the date on which the applicable Libor Interest Rate becomes effective pursuant to the Interest Rate Notice and ending, as the Borrower may select, on the numerically corresponding day in the first, second or third calendar month thereafter, except that each such Libor Interest Rate Period that commences on the last Business Day of a calendar month (or on any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate subsequent calendar month.

(v) "Libor Interest Rate" means, with respect to each Libor Interest Rate Period, the rate of interest per annum determined by the Purchaser obtained by dividing (a) the Telerate Screen Rate for such Libor Interest Rate Period or (b) if the Telerate Screen Rate is unavailable at the time the Libor rate is to be determined, a rate determined on the basis of the offered rates for deposits in United States dollars for a period approximately equal to such Libor Interest Rate Period which appear on the Reuters Screen LIBO Page, as of 11:00 A.M., London time, on the day that is two London banking days preceding the beginning of such Libor Rate Period by (c) a percentage equal to one hundred percent (100%) minus the stated maximum rate (expressed as a percentage) as prescribed by the Federal Reserve Board of all reserve requirements (including, without limitation, any Eurocurrency Reserve Requirements, any marginal, emergency, supplemental, special or other reserves) applicable on the first day of such Libor Interest Rate Period to any member bank of the Federal Reserve System in respect of Eurodollar funding or liabilities.

(vi) "Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System as amended or supplemented from time to time.

(vii) "Telerate Screen Rate" means, for any Libor Interest Rate Period, the rate for deposits in United States dollars for a period approximately equal to such Libor Interest Rate Period which appears on page 3750 of the Dow Jones Telerate Service (or such other page that may replace that page on such service for the purpose of displaying comparable rates) as of 11:00 A.M., London time, on the day that is two London banking days preceding the beginning of such Libor Interest Rate Period.

Provided however, that if the Purchaser determines that any applicable law, rule, or regulation, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank, or comparable agency charged with the interpretation or administration thereof, or compliance by the Purchaser with any request or directive (whether or not having the force of law) of any such authority, central bank, or comparable agency shall make it unlawful or impossible for the Purchaser to maintain or fund its loans bearing a Libor Interest Rate, then upon notice to the Borrower and the Issuer by the Purchaser the outstanding principal amount of the Bond and the loan made hereunder shall immediately commence to accrue interest at seventy-seven and two-tenths percent (77.2%) of the Base Interest Rate. Notwithstanding the foregoing, all principal and accrued and unpaid interest shall be due and payable either (i) on September 1, 2010 or (ii) sixty (60) days after the Purchaser elects to call for payment the full principal amount of the Bond at any time on or after September 1, 2005 as provided for under the Bond. The Borrower shall in addition (but without duplication) pay to the Purchaser from time to time such amounts as the Purchaser may determine to be necessary to compensate the Purchaser for any costs incurred by the Purchaser which the Purchaser determines are attributable to its making or maintaining the Libor Interest Rate hereunder, or any reduction in any amount received by the Purchaser in respect of any such Libor Interest Rate (such increases in costs and the reductions in amounts receivable being herein called "Additional Costs") resulting from any change after the date of this Agreement in United States federal, state, municipal or foreign laws and regulations (including Regulation D and Eurocurrency Reserve Requirements), or the adoption or making after such date of any interpretations, directives or requirements applying to a class of banks including the Purchaser of or under any United States federal, state, municipal or any foreign laws or regulations (whether or not having the force of law) by any court or governmental or monetary authority charged with the interpretation or administration thereof ("Regulatory Change"), which (i) changes the base of taxation of any amounts payable to the Purchaser under this Agreement (other than taxes imposed on the overall net income of the Purchaser by the jurisdiction where its principal office is located); or (ii) imposes or modifies any reserve, special deposit, compulsory loan or similar requirements relating to any extensions of credit or other assets of, or any deposits with or other liabilities of the Purchaser (including any of such loans or the deposits referred to in the definition of Eurocurrency Reserve Requirements). The Purchaser will notify the Borrower in writing of any event occurring after the date of this Agreement which will entitle the Purchaser to compensation pursuant to this paragraph as promptly as practicable after it attains knowledge thereof and determines to request such compensation. Determinations by the Purchaser for the purposes of this paragraph of the affect of any Regulatory Change on its costs of making or maintaining the loan evidenced by this Agreement or any amounts receivable by it in respect of this Agreement, and of the additional amounts required to compensate the Purchaser in respect of any Additional Costs, shall be conclusive provided that such determinations are made on a reasonable basis, are not subject to manifest error and the written basis for said determinations are given to the Borrower. While the above loan bears interest at a Libor Interest Rate, it may not be prepaid. The Borrower shall pay to the Purchaser, upon the request of the Purchaser, such amount or amounts as shall be sufficient (in the reasonable opinion of the Purchaser) to compensate Purchaser for any loss, cost or expense incurred as a result of any principal payment of the loan while it bears a Libor Interest Rate including but not limited to repayment of the aforesaid loan during said period as a result of the acceleration of the loan by the Purchaser after a default.

Following an Official Determination as defined in the Bond, interest on the loan shall accrue at the rate of either the Base Interest Rate or one hundred fifty (150) basis points over the Libor Interest Rate as thereafter designated in an Interest Rate Notice by the Borrower to the Purchaser in accordance with the provisions of this section. In addition, the Borrower (i) shall pay to the Purchaser following an Official Determination all Official Determination Payments as defined in the Bond and (ii) in the event that at any time or times the maximum marginal tax rate ("Marginal Tax Rate") at which the holder of the Bond could be taxed for federal income tax purposes pursuant to applicable provision of the Internal Revenue Code of 1986, as amended or any future United States internal revenue or similar law applicable to said holder (hereinafter referred to as the "Tax Rate") is other than thirty-five percent (35%) on the Adjustment Date, the applicable interest rate, unless the interest rate provided for following an Official Determination or an event of default is applicable thereto, shall be a rate per annum equal to the interest rate in effect from time to time on the Adjustment Date and thereafter multiplied by a fraction, the numerator of which shall be one hundred percent (100%) minus the "Marginal Tax Rate" in effect on the Adjustment Date and denominator of which shall be sixty five percent (65%). Adjustment Date as used herein shall mean the effective date of the change in the Marginal Tax Rate.

The Borrower hereby agrees to make any and all payments required to be made on the Bond when due pursuant to the terms and conditions of the Bond. All payments payable under this Section 4.02(a) are hereby assigned by the Issuer to the Purchaser, and the Issuer hereby directs all such payments to be paid directly to the Purchaser. All payments made by the Borrower hereunder shall be credited against payments owing on the Bond.

(b) The Borrower will also pay the expenses of the Issuer related to the Project and incurred upon the request of the Borrower. In addition the Borrower shall pay the administration fee of the Issuer in the amount of One Thousand Five Hundred Dollars ($1,500) (representing one tenth of one percent (0.10%) of the aggregate principal amount of the Bond) on or prior to the date of issuance of the Bond.

(c) Subject to the provisions of the Letter Agreement the Borrower will also pay the fees and expenses of the Purchaser, including, without limitation, reasonable attorneys' fees and fees for filing any requisite UCC financing statements, such fees and expenses to be paid directly to the Purchaser for its own account as and when such fees and expenses become due and payable.

(d) In the event the Borrower should fail to make any of the payments required in this Section 4.02, the item or installment so in default shall continue as an obligation of the Borrower until the amount in default shall have been paid in full with interest thereon at a rate equal to one percent (1%) plus the Base Interest Rate as defined in the Bond (the "Default Interest Rate").

(e) All payments payable by the Borrower under the provisions of this Section 4.02 shall be paid promptly when due as time is of the essence of this Agreement.

Section 4.03 Obligations Of Borrower Hereunder Unconditional; Payments Assigned.

The obligations of the Borrower to make the payments required in Section 4.02 and other sections hereof and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, counter-claim or recoupment arising out of any breach by the Issuer or the Purchaser of any obligation to the Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Borrower by the Issuer and until such time as the principal of and interest on the Bond shall have been paid in full, the Borrower (i) will not suspend or discontinue any payments provided for in Section 4.03 hereof, (ii) will perform and observe all other agreements contained in this Agreement, the Mortgage, the other Loan Documents, and any other agreements securing this Agreement, (iii) except as provided in Article IX hereof, will not terminate the Loan Terms for any cause including, without limiting the generality of the foregoing, failure of the Borrower to complete the Acquisition of the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project Building or the Project Site, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Issuer to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement. The Borrower may, however, at the Borrower's own cost and expense and in the Borrower's own name or in the name of the Issuer, prosecute or defend any action or proceedings or take any other action involving third persons which the Borrower deems reasonably necessary in order to secure or protect the Borrower's right of possession, occupancy and use hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Borrower and to take all action necessary to effect the substitution of the Borrower for the Issuer in any such action or proceeding if the Borrower shall so request.

Article V.

Damage, Destruction And Condemnation.

Subject to the provisions of the Mortgage, if prior to full payment of the Bond (i) the Project Building or the Project Site or any portion thereof is damaged or destroyed (in whole or in part) by fire or other casualty or condemnation or (ii) title to, or the temporary use of, the Project Building or the Project Site or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Borrower shall continue to be obligated to continue to pay the amounts specified in Section 4.02 hereof.

Article VI.

Special Covenants.

Section 6.01 No Warranty Of Condition Or Suitability By Issuer.

The Issuer does not make any warranty, either express or implied, as to the Project or the condition thereof, or that the Project will be suitable for the purposes or needs of the Borrower.

Section 6.02 Further Assurances And Corrective Instruments.

The Issuer, the Borrower and the Purchaser agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project Building or the Project Site or for carrying out the expressed intention of this Agreement, the Assignment or the Mortgage.

Section 6.03 Issuer And Borrower Representatives.

Whenever under the provisions of this Agreement the approval of the Issuer or the Borrower is required or the Issuer or the Borrower is required to take some action at the request of the other, such approval or such request shall be given for the Issuer by the Issuer Representative and for the Borrower by the Borrower Representative and any party hereto and the Purchaser shall be authorized to act on any such approval or request.

Section 6.04 First Mortgage Lien And Security Interest In The Project.

The Borrower hereby agrees, as a condition precedent to the Issuer's execution and delivery of the Bonds, to execute the Mortgage, the other Loan Documents, and any requisite UCC financing statements, which documents when fully executed, filed and recorded by the Borrower, shall cause a first and sole mortgage lien and security interest to be granted to the Purchaser in all real and personal property included in the Project Building and the Project Site to secure payment of principal of and interest on the Bond and to secure the faithful performance of the covenants and agreements contained in this Agreement, the Mortgage, the other Loan Documents and any other agreement now or hereafter given in connection with the purchase of the Bond by the Purchaser.

Section 6.05 Arbitrage.

The Borrower covenants with the Issuer and for and on behalf of the purchaser and Owner of the Bond from time to time outstanding that so long as the Bond remains outstanding, moneys on deposit in any fund in connection with the Bond, whether or not such moneys were derived from the proceeds of the sale of the Bond or from any other source, will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder, as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised. The Borrower also covenants for the benefit of the Bondholder to comply with all of the provisions of the Tax Agreement. The Borrower reserves the right, however, to make any investment of such moneys permitted by State law, if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be repealed or relaxed or shall be held void by final judgment of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the written opinion of Bond Counsel, adversely affect the exclusion of interest on the Bond from federal gross income of the owner of the Bond for federal income tax purposes.

Section 6.06 Borrower's Obligation With Respect To Exclusion Of Interest Paid On The Bond.

Notwithstanding any other provision hereof, the Borrower covenants and agrees that it will not take or authorize or permit, to the extent such action is within the control of the Borrower, any action to be taken with respect to the Project, or the proceeds of the Bond (including investment earnings thereon), or any other proceeds derived directly or indirectly in connection with the Project, which will result in the loss of the exclusion of interest on the Bond from the federal gross income of the Owner of the Bond under Section 103 of the Code (except during any period while the Bond is held by a person referred to in Section 147(a) of the Code); and the Borrower also will not omit to take any action in its power which, if omitted, would cause the above result. Toward that end, the Borrower covenants that it will comply with all provisions of the Tax Agreement. This provision shall control in case of conflict or ambiguity with any other provision of this Agreement.

Article VII.

Indemnification.

Section 7.01 Release And Indemnification Covenants.

(a) The Borrower shall and hereby agrees to indemnify and save the Issuer and the Purchaser harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from (i) the conduct or management of, or from any work or thing done on, the Project Building or the Project Site, (ii) any condition of the Project Building or the Project Site, (iii) any breach or default on the part of the Borrower in the performance of any of its obligations under this Agreement and the Mortgage or the other Loan Documents, (iv) any act or negligence of the Borrower or of any of its agents, contractors, servants, employees or licensees or (v) any act or negligence of any assignee or lessee of the Borrower, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Borrower. The Borrower shall indemnify and save the Issuer and the Purchaser harmless from any such claim arising as aforesaid from (i), (ii), (iii), (iv) or (v) above, or in connection with any action or proceeding brought thereon, or resulting from any other event not caused by the gross negligence or willful misconduct of the Issuer or the Purchaser, and upon notice from the Issuer or the Purchaser, the Borrower shall defend them or either of them in any such action or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the Issuer and the Purchaser shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the Issuer or the Purchaser by this Agreement, or the performance of any act requested of the Issuer or the Purchaser by the Borrower, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if the Issuer or the Purchaser should incur any such pecuniary liability, except such liability arising from the gross negligence or willful misconduct of the Issuer or the Purchaser, as the case may be, then in such event the Borrower shall indemnify and hold the Issuer and the Purchaser harmless against all claims by or on behalf of any person, firm or corporation or other legal entity, arising out of the same, and all costs and expenses including attorneys fees incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Issuer or the Purchaser, as the case may be, the Borrower shall defend the Issuer or the Purchaser, as the case may be, in any such action or proceeding.

Section 7.02 References To Bond Ineffective After Bond Paid.

Except with respect to any and all sums which may become due and owing on the Bond solely by reason of an "Official Determination", as defined in the

Bond, upon payment in full of the principal and interest on the Bond and all fees and expenses of the Purchaser owed under the terms of the Offer to Purchase, the Mortgage, the other Loan Documents, or under the Bond or hereunder all references in this Agreement to the Bond and the Purchaser shall be ineffective and the Purchaser shall not thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested.

Section 7.03 Issuer To Grant Security Interest To Purchaser.

The parties hereto agree that pursuant to the Assignment, the Issuer shall assign to the Purchaser, and grant a security interest in, all of the Issuer's right, title and interest in this Agreement except the Issuer's rights under Sections 4.02(b), 7.01 and 8.04 hereof, in order to secure payment of the Bond.

Article VIII.

Events Of Default And Remedies.

Section 8.01 Events Of Default Defined.

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

(a) Failure by the Borrower to pay the amounts required to be paid under Section 4.02(a) hereby for a period of two (2) days after the time specified therein.

(b) Failure by the Borrower to observe and perform any covenant, condition or agreement in this Agreement on its part to be observed or performed (other than as referred to in Section 8.01(a) above, or in any other subsection of this Section 8.01) for a period of thirty (30) days after written notice of the occurrence of the event giving rise to such Default is given by the Purchaser to the Borrower (however, no notice of Default shall be required to be given concerning defaults under Section 8.01(b)) unless the Purchaser shall expressly agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot reasonably be corrected within the applicable period, the Borrower shall have an additional ninety (90) day period in which to remedy any such Default but only if the Borrower is proceeding diligently to cure such Default.

(c) In the event that the Borrower is generally not paying its debts as such debts become due, and the Borrower continues generally not paying its debts as such debts become due for a period of sixty (60) days after notice from the Purchaser.

(d) The dissolution or liquidation of the Borrower, or the filing by the Borrower of a voluntary petition in bankruptcy, or failure by the Borrower to lift promptly any execution, garnishment or attachment of such consequence as would impair the ability of the Borrower to carry on its operations at the Project, or adjudication of the Borrower as a bankrupt, or assignment by the Borrower for the benefit of creditors, or the entry by the Borrower into an agreement of composition with creditors, or the approval, and continuation for sixty (60) days without such approval being vacated or stayed, by a court of competent jurisdiction of a petition applicable to the Borrower in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

(e) The occurrence of an event expressly set forth in this Agreement as an Event of Default, or the occurrence of an Event of Default as defined in and under any one or more of the Bond Ordinance, the Mortgage, the Guaranty or any other Loan Document.

(f) If any representation or warranty of the Borrower contained herein, in the Mortgage, in the Inducement Letter or in any other instrument or certificate required hereunder proves untrue when made in any material respect.

(g) A default by the Borrower in the payment of principal and interest due to any lender under any note, agreement or other evidence of indebtedness or a default by the Borrower in the performance of any other obligations under any such note, agreement, or other evidence of indebtedness or any mortgage or other agreement securing any such indebtedness or obligations; provided, however, that any such default in the payment of principal and interest or in the performance of any other obligation shall not be an event of default under this Agreement unless any such default results in the acceleration of all indebtedness due or secured thereunder.

(h) A default by the Lessee under the terms of the Lease.

Section 8.02 Remedies On Default.

Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing, the Purchaser, upon written notice to the Issuer, or the Issuer, with the written consent of the Purchaser, may take one or any combination of the following remedial steps at any time and from time to time:

(a) by written notice to the Borrower, declare the full principal amount of the loan described in Article IV hereof to be immediately due and payable and which sum shall thereafter bear interest at the Default Rate;

(b) have reasonable 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 Borrower during regular business hours of the Borrower if reasonably necessary in the opinion of the Purchaser;

(c) exercise any one or more of the rights granted by the Mortgage or the other Loan Documents including, without limitation, the right to foreclose immediately on the lien or security interest of the Mortgage;

(d) exercise any one or more of the rights or remedies granted herein; or

(e) take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under any one or more of this Agreement, the other Loan Documents, the Mortgage, or the Guaranty.

Any amounts collected pursuant to action taken under this Section 8.02 shall be applied to any and all reasonable costs incurred by the Purchaser including reasonable attorneys fees and costs, secondly to any interest then outstanding in connection with the loan and finally to the repayment of the principal balance of the loan and/or Bond and if the acquisition of the Project has not been completed as provided in Section 3.04 hereof the Purchaser may apply any and all funds, if any, remaining in the Project Fund provided for in Section 3.03 hereof to the payment of the outstanding principal of the Bond and/or loan.

Section 8.03 No Remedy Exclusive.

No remedy contained herein or in the Mortgage, the other Loan Documents or any other securing agreement given in connection with the financing of the Project conferred upon or reserved to the Issuer or the Purchaser 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, the Mortgage, the other Loan Documents or any other securing agreement given in connection with the financing of the Project or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this article. Such rights and remedies as are given the

Issuer hereunder shall also extend to the Purchaser, and the Purchaser, subject to the provisions of the Bond and the Bond Ordinance, shall be entitled to the benefit of all covenants and agreements herein contained.

Section 8.04 Agreement To Pay Attorneys' Fees And Expenses.

If an Event of Default occurs under any of the provisions of this Agreement, the Mortgage, the other Loan Documents or any other agreement given in connection with the financing of the Project, and the Issuer or the Purchaser should employ attorneys or incur other expenses for the collection of payments required hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower herein contained, the Borrower agrees that it will on demand therefor pay to the Issuer and the Purchaser the reasonable fee of such attorneys and such other expenses so incurred by the Issuer and the Purchaser.

Section 8.05 No Additional Waiver Implied By One Waiver.

The acceptance by the Purchaser of any sum after the same is due shall not constitute a waiver of the right, either to require prompt payment, when due, of all other sums hereby secured or to declare a Default as herein provided. The acceptance by the Purchaser of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of the Borrower to pay the entire sum then due, and the Borrower's failure to pay the entire sum then due shall be and continue to be a Default, notwithstanding such acceptance of such amount on account, as aforesaid, and the Purchaser shall be at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by the Purchaser thereafter of further sums on account, or otherwise, entitled to exercise all rights in this instrument conferred upon the Borrower upon the occurrence of a Default.

Section 8.06 Nonrecourse Liability Of The Issuer.

Notwithstanding any provision or obligation to the contrary hereinbefore or hereinafter set forth, the liability of the Issuer to any person or entity, including, but not limited to, the Purchaser, its successors and assigns, shall be limited to the Issuer's interest in this Agreement, and such persons and entities shall look exclusively thereto, or to such other security as may from time to time be given for payment of all obligations arising out of this Agreement, or any agreement securing the same, and any judgment rendered against the Issuer under this Agreement or such other security or agreements securing the same, shall be limited to the Project Building and the Project Site and any other security so given for satisfaction thereof, and no deficiency or other personal judgment, nor any order or decree of specific performance shall be rendered against the Issuer or the assets of the Issuer in any action or proceedings arising out of this Agreement or any other security or agreements securing the same, or any judgment, order or decree rendered pursuant to any such action or proceedings.

Article IX.

Prepayment Of Loan.

Section 9.01 Option To Prepay.

The Borrower, except for a prepayment during the period of time when the loan bears interest at seventy-seven and two-tenths percent (77.2%) of the amount which is one hundred fifty (150) basis points over the Libor Interest Rate, shall have the right to prepay the loan, in whole at any time or in part from time to time, on any date without penalty or premium. Any and all prepayments of the loan shall be applied to the required principal installments of the loan in the inverse order of their maturity.

Section 9.02 Prepayment Upon Occurrence Of Damage, Destruction Or Condemnation.

In the event of damage, destruction or condemnation and the application of the Net Proceeds to prepayment or redemption of the Bond pursuant to Section 4 of the Mortgage, the amounts payable hereunder shall be deemed prepaid to the extent of such redemption and in accordance with the terms of Section 4 of the Mortgage. The application of any Net Proceeds through prepayment or redemption of the Bond or loan shall be applied against the principal payments due under the Bond or loan in the inverse order of their maturity.

Section 9.03 Prepayment Upon Determination Of Taxability.

In the event that the interest on the Bond is subject to federal taxation, pursuant to an Official Determination, as defined in the Bond Ordinance, then, at the election of the Purchaser, the entire principal and unpaid and accrued interest shall become due and owing, and the amount so paid shall be deemed to prepayments of the amounts owed hereunder to the extent of such prepayment of the Bond.

Section 9.04 Purchaser's Option To Require Prepayment.

On or after September 1, 2005, the Purchaser shall have the right to require the Borrower to prepay the loan in whole or in part without penalty or premium, in multiples of Twenty-five Thousand Dollars ($25,000) (and if in whole, to terminate the Loan Term) (i) by paying to the Purchaser an amount which will be sufficient to pay the outstanding principal amount of the Bond, or such portion thereof as the Purchaser desires, in accordance with the provisions of the Bond and the Bond Ordinance (including, without limiting the generality of the foregoing, principal of and interest to the applicable prepayment date) and (ii) by giving the Issuer and the Borrower not less than sixty (60) days notice in writing of such required prepayment. In the event of a partial prepayment of the loan, the amounts specified in Section 4.02(a) hereof shall be reduced in inverse order of maturity.

Section 9.05 Application.

Each prepayment made pursuant to this Article IX shall be applied as set forth in the Bond and the Bond Ordinance.

Article X.

Miscellaneous.

Section 10.01 Loan Term.

The term of this Agreement shall remain in full force and effect from the date hereof until such time as the principal of and interest on the Bond shall have been paid in full, and the fees and expenses of the Issuer, the Purchaser and the Depositary shall have been paid in full.

Section 10.02 Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows: if to the Issuer, City of Chicago, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Office of the Comptroller, with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 511, Chicago, Illinois 60602, Attention: Corporation Counsel, and a copy to City of Chicago, Department of Planning and Development, Finance Division, 121 North LaSalle Street, Chicago, Illinois 60602; if to the Purchaser, American National Bank and Trust Company of Chicago, 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Commercial Banking Division, with a copy to William L. Kabaker, Schwartz & Freeman, 401 North Michigan Avenue, Suite 1900, Chicago, Illinois 60611; and if to the Borrower, X-Frame Partnership, 3455 West 31st Street, Attention: Sharon M. Danko, with a copy to Rosenthal and Schanfield, 55 East Monroe Street, 46th Floor, Chicago, Illinois 60603, Attention: I. Walter Deitch; and if to the Depositary, American National Bank and Trust Company of Chicago, 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Corporate Trust Department. A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Borrower shall also be given to the Purchaser. The Issuer, the Borrower and the Purchaser may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.03 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower and their respective successors and assigns.

Section 10.04 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. In the event any confusion arises as to the interpretation of this Agreement, the language in question shall be construed to afford the Purchaser the greatest possible protection.

Section 10.05 Amendments, Changes And Modifications.

Subsequent to the issuance of Bond and prior to its payment in full, and except as otherwise herein expressly provided, this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Purchaser.

Section 10.06 Execution In Counterparts.

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

Section 10.07 Applicable Law.

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

Section 10.08 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 provisions or sections of this Agreement.

Section 10.09 Limitation On Issuer Liability.

The Bond does not constitute a debt, liability obligation or a loan of credit of the Issuer, the State or any political subdivision thereof, within the meaning of any constitutional or statutory provision or a pledge of the full faith and credit of the Issuer, the State or any political subdivision thereof, but the Bond shall be payable solely from the revenues provided thereof under this Agreement and the Issuer will not be obligated to pay the principal of or interest on the Bond except from the revenues and proceeds assigned as security therefor, and neither the full faith and credit nor the taxing power of the Issuer, the State or any political subdivision thereof will be assigned to the payment of the principal of or the interest on the Bond. No failure of the Issuer to comply with any term, condition, covenant or agreement herein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered herefrom or from the Project or the revenues therefrom or from the proceeds of the Bond; and no execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer. Nothing herein shall preclude a proper party in interest from securing and obtaining specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs, expenses or other monetary relief shall be recoverable from the Issuer except as may be payable herefrom or from the Project or its revenues or from the proceeds of the Bond. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member of the Issuer's governing body or officer or employee of the Issuer or the Issuer's governing body in its individual capacity, and neither the members of the Issuer's governing body nor any officer or employee thereof executing the Bond shall be liable personally or be subject to any personal liability or accountability by reason of the issuance of the Bond.

Section 10.10 Permitted Rate Of Interest.

Notwithstanding anything herein to the contrary, the interest rate herein on any portion of the outstanding principal amount due hereunder shall never be in excess of that which the Purchaser is legally entitled to charge or collect or the interest rate which the Borrower is legally permitted to pay; provided, however, that if by the terms of this Agreement, interest payable on this Agreement shall be at a rate in excess of that which the Purchaser is legally entitled to charge or collect or the rate which the Borrower is permitted to pay, then the interest rate on this Agreement shall be at the highest rate of interest permitted by law.

Section 10.11 Limited Liability Of Land Trustee.

This Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but as trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Loan Documents shall be construed as creating any liability of said trustee or on said bank personally to pay the loan or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability being expressly waived by the Issuer and by every such person now or hereafter claiming any right or security hereunder.

Section 10.12 No Personal Liability Of General Partner.

In no event shall any partner (the "General Partners") of the Beneficiary have any personal liability for any of Borrower's liabilities or Borrower's obligations as described in this Agreement; provided, however, that said General Partners shall be personally liable for all loss or damage to the Purchaser caused by or arising out of (i) any fraud or intentional misrepresentation, (ii) the misapplication of insurance proceeds or condemnation awards in respect of the Project and (iii) the receipt of any rents from the Project following an Event of Default not tendered to the Purchaser or used to pay the reasonable expenses of the Project.

In Witness Whereof, The Issuer and the Borrower have caused this Agreement to be executed in their names and with their official seals hereunto affixed and attested by their duly authorized officers.

[Seal] City of Chicago, Illinois

Attest: By: ____________________

Its: ____________________

By: ____________________

X-Frame Partnership

By: ____________________
A Partner

[Seal] American National Bank And Trust Company Of Chicago, not personally but as Land Trustee as aforesaid

Attest: By: ____________________

Its: ____________________

By: ____________________

(Sub)Exhibit "E" referred to in this Loan Agreement unavailable at time of printing.

(Sub)Exhibits "A", "B", "C" and "D" referred to in this Loan Agreement read as follows:

(Sub)Exhibit "A".
(To Loan Agreement)

Project Site.

(Sub)Exhibit "B".
(To Loan Agreement)

Project Building.

(Sub)Exhibit "C".
(To Loan Agreement)

Permitted Encumbrances.

(Sub)Exhibit "D".
(To Loan Agreement)

Project Costs.

City Of Chicago, Illinois,

X-Frame Partnership

And

American National Bank And
Trust Company Of Chicago.

Disbursing Agreement.

Dated As Of September 1, 1995.

This Disbursing Agreement dated as of September 1, 1995, by and among the City of Chicago, Illinois, a municipality and home rule unit duly constituted and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), X-Frame Partnership, a general partnership organized under the laws of the State of Illinois (the "Beneficiary"), and American National Bank and Trust Company of Chicago, not individually, but as trustee (the "Land Trustee") under Land Trust Agreement dated August 1, 1995 and known as Trust No. 120107-08 (the Land Trustee and the Beneficiary are hereinafter referred to as the "Borrower") and American National Bank and Trust Company of Chicago, a national banking association duly organized and validly existing under and by virtue of the laws of the United States of America, having power and authority to accept and execute trusts, and having its principal corporate trust office in the City of Chicago, Illinois, as depositary (the "Depositary");

Witnesseth:

Whereas, The Issuer and the Borrower have entered into a Loan Agreement dated as of September 1, 1995 (the "Agreement") which provides that the Issuer shall issue an industrial development revenue bond and lend the proceeds thereof to the Borrower for the purpose of enabling the Borrower to finance the acquisition and rehabilitation of an industrial manufacturing facility to be located within the corporate boundaries of the Issuer (which facility and the site on which it is located are hereinafter collectively referred to as the "Project") and to pay certain costs of issuing the Bond; and

Whereas, The City Council of the Issuer has adopted a Bond Ordinance on September 13, 1995 (the "Bond Ordinance"), authorizing the issuance of the Issuer's Industrial Development Revenue Bond (Kolcraft Enterprises, Inc. Project) Series 1995 in the principal amount of One Million Five Hundred Thousand Dollars ($1,500,000) (the "Bond") for the purpose of defraying the cost of acquiring and rehabilitating the Project and to pay certain costs of issuing the Bond; and

Whereas, Article V of the Bond Ordinance provides for the creation with the Depositary of a Project Fund (as hereinafter defined); and

Whereas, Pursuant to the Bond Ordinance the Issuer has designated the Depositary as depositary for all moneys to be deposited in said Project Fund pursuant thereto;

Now, Therefore, For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

Section 1. Project Fund.

There is hereby created with the Depositary, as depositary of the Issuer, a special trust fund in the name of the Issuer to be designated "City of Chicago, Illinois Industrial Development Revenue Bond Project Fund, Kolcraft Enterprises, Inc. Project" (the "Project Fund") which fund shall be separate and apart from all other funds of the Issuer or of the Depositary. The principal proceeds of the Bond in the amount of One Million Five Hundred Thousand Dollars ($1,500,000) (representing the purchase price of the Bond) shall be paid to the Depositary for the account of the Borrower and deposited into the Project Fund. The Depositary shall hold, disburse and account for all moneys in the Project Fund as provided in the Bond Ordinance, the Agreement and herein. The moneys in the Project Fund shall be applied to the payment of the Cost of Acquisition of the Project except to the extent required to be transferred to the Rebate Fund in accordance with the Tax Agreement, and pending such application, shall be held as a trust fund, in favor of the Bondholder and for the further security of such holder until paid out or transferred as provided in Section 3.03 of the Agreement.

The Depositary, as depositary, shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall deliver copies of such records to the Issuer and the Borrower upon completion of the Project.

Section 2. Depositary Charges And Expenses.

The Borrower hereby agrees to pay to the Depositary all reasonable fees, charges and expenses of the Depositary charged or incurred in connection with its services as depositary hereunder and any payments due the Depositary under Section 7 hereof.

Section 3. Moneys To Be Held In Trust.

All moneys required to be deposited with or paid to the Depositary for the account of the Project Fund shall be held by the Depositary in trust for the Owner of the Bond for the purposes specified in the Bond Ordinance and the Agreement and shall be held by the Depositary for the benefit of the Owner of the Bond as security for the Bond.

Section 4. Investments.

Any moneys held as part of the Project Fund shall be invested or reinvested by the Depositary in accordance with oral or written directions of the Borrower in such investments and securities as are specified in Section 3.06 of the Agreement. The Issuer and the Borrower agree that any such investment shall have a maturity not later than the estimated time when the funds so invested will be needed to pay disbursements from the Project Fund and the interest accruing thereon and any profit realized from such investments shall be credited to the Project Fund and any loss resulting from such investment shall be charged to the Project Fund and paid by the Borrower. The Depositary shall sell and reduce to cash a sufficient portion of investments held for the account of the Project Fund whenever the cash in the Project Fund is insufficient to pay any disbursement required to be made from the Project Fund pursuant hereto and to the Bond Ordinance and the Agreement.

Section 5. Acceptance Of Obligations.

The Depositary hereby accepts and agrees to perform all of the duties and obligations of the depositary specified herein and in the Bond Ordinance and the Agreement and shall serve as a fiduciary in the performance of such duties.

Section 6. Resignation And Removal Of Depositary.

The Depositary reserves the right to resign at any time by giving written notice of resignation, specifying the effective date thereof. Within thirty (30) days after receiving the aforesaid notice, the parties to this Disbursing Agreement agree to appoint a successor Depositary to which the Depositary may distribute the property then held hereunder. If a successor Depositary has not been appointed and has not accepted such appointment by the end of the thirty (30) day period, the Depositary may apply to a court of competent jurisdiction for the appointment of a successor Depositary, and the costs, expenses and reasonable attorneys' fees which are incurred in connection with such a proceeding shall be paid by the Borrower.

The Depositary may be removed by the Issuer, with the consent of the Beneficiary, at any time by thirty (30) days prior written notice delivered to the Depositary and to the owner of the Bond stating that a new Depositary has been designated by the Issuer and the Beneficiary, such designation to become effective upon termination of this Disbursing Agreement, and stating the date such termination is to become effective.

The Depositary, upon the effective appointment or designation of a successor Depositary, shall transfer or deliver all moneys and investments held by it pursuant to this Disbursing Agreement to such successor Depositary. Should any transfer, assignment or instrument in writing from the Issuer and the Borrower be required by the Depositary or the successor Depositary in order more fully and certainly to vest in such successor Depositary the moneys, investments, powers and duties hereby vested or intended to be vested in the Depositary hereunder, any such transfer, assignment or instrument in writing shall, on the request of the Depositary or such successor Depositary, be executed, acknowledged and delivered by the Issuer and the Borrower.

Any corporation into which the Depositary may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Depositary or any successor to it shall be a party shall, unless and until a successor Depositary is designated or appointed, continue to be the Depositary hereunder without the execution or filing of any paper or other act on the part of any of the parties hereto, unless otherwise required by law.

Any successor Depositary appointed or designated by the Issuer hereunder shall be a bank having capital and surplus of not less than Twenty Million Dollars ($20,000,000) at the time of such appointment, shall be a member of the Federal Deposit Insurance Corporation and shall have been approved in writing by the Borrower and by the Owner of the Bond.

Section 7. Indemnification Of Depositary.

The Borrower hereby agrees to indemnify and hold harmless the Depositary and its directors, officers, employees and agents against and from (a) all claims by or on behalf of any person arising out of (i) the acquisition and rehabilitation of, or any condition of, the Project or any injury or damage to any person occurring in or about the Project, (ii) any breach or default by the Issuer or the Borrower of any of their respective obligations hereunder or under the Bond Ordinance or the Agreement, or (iii) any act or omission of the Issuer or the Borrower or any of their respective directors, officers, agents, contractors, servants, employees or licensees, but only to the extent permitted by law, and (b) all costs, counsel fees, expenses or liabilities reasonably incurred in connection with any indemnified claim or any action or proceeding brought thereon. Upon notice from the Depositary of any such action or proceeding the Borrower shall resist or defend such action or proceeding. The Depositary shall cooperate and join with the Borrower, at the expense of the Borrower, as may be required in connection with any such action or proceeding defended by the Borrower.

The Depositary shall be entitled to the advice of counsel (who may also be counsel for the Borrower or any owner of the Bond) and shall be wholly protected as to any action taken or omitted to be taken in good faith in reliance on such advice. The Depositary may rely conclusively on any communication or other documents furnished to it pursuant hereto or pursuant to the Bond Ordinance or the Agreement and reasonably believed to be genuine. The Depositary shall not be liable for any action (w) taken by it in good faith and reasonably believed by it to be within the discretion or powers conferred upon it, (x) in good faith not taken by it because reasonably believed by it to be within the discretion or powers conferred upon it, (y) taken by it pursuant to any direction or instruction given to it in or pursuant hereto or to the Bond Ordinance or the Agreement, or (z) omitted to be taken by it by reason of the lack of any direction or instruction required hereby or by the Bond Ordinance or the Agreement for such action; nor shall it be responsible for the consequences of any error of judgment reasonably made by it.

When any consent or other action by the Depositary is called for pursuant to the Bond Ordinance or the Agreement, it may defer such action pending such investigation or inquiry or receipt of such supporting evidence as it may require. The Depositary shall be entitled to reimbursement for expenses reasonably incurred and advances reasonably made, with interest, in the performance of its obligations hereunder or under the Bond Ordinance or the Agreement. Notwithstanding anything to the contrary herein or in the Bond Ordinance or the Agreement, absent gross negligence or willful misconduct, the Depositary shall not be liable to the Issuer or the Borrower or any owner of the Bond for any action taken or not taken hereunder or under the Bond Ordinance or the Agreement.

Section 8. Termination.

This Disbursing Agreement shall terminate upon the later of the final disposition of the moneys on deposit in the Project Fund and the payment of all amounts due to the Depositary under Section 2 hereof.

Section 9. Severability.

If any clause, provision or section of this Disbursing Agreement be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, sections or provisions hereof.

Section 10. Counterparts.

This Disbursing 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.

Section 11. Notices.

All notices, demands and requests which may or are required to be given hereunder by any party hereto or to any other person designated in Section 10.02 of the Agreement shall be given as provided in said Section 10.02 of the Agreement.

Section 12. Successors And Assigns.

The terms, provisions, covenants and conditions of this Disbursing Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer, the Borrower and the Depositary.

Section 13. Headings.

The headings of this Disbursing Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Disbursing Agreement.

Section 14. Governing Law.

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

Section 15. Amendments.

This Disbursing Agreement may be amended or modified and any term of this Disbursing Agreement may be waived if such amendment, modification or waiver is in writing and signed by all parties hereto.

Section 16. Court Orders.

In the event any of the aforesaid property shall be attached, garnished, or levied upon, any court order, or the delivery thereof shall be stayed or enjoined by an order of court, or any order, judgement or decree shall be made or entered by any court order affecting the property deposited under this Disbursing Agreement, or any part thereof, the Depositary is hereby expressly authorized in its sole direction, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in case the Depositary obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding that such writ, order or decree is subsequently reversed, modified, annulled, set aside or vacated.

Section 17. No Personal Liability Of General Partners.

In no event shall any partner (the "General Partners") of the Beneficiary have any personal liability for any of Borrower's liabilities or Borrower's obligations as described in this Disbursing Agreement; provided, however, that said General Partners shall be personally liable for all loss or damage to the Purchaser caused by or arising out of (i) any fraud or intentional misrepresentation, (ii) the misapplication of insurance proceeds or condemnation awards in respect of the Project, and (iii) the receipt of any rents from the Project following an Event of Default not tendered to the Purchaser or used to pay the reasonable expenses of the Project.

Section 18. Limited Liability Of Land Trustee.

This Disbursing Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but as trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Loan Documents shall be construed as creating any liability of said trustee or on said bank personally to pay the loan or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability being expressly waived by the Issuer and by every such person now or hereafter claiming any right or security hereunder.

In Witness Whereof, Each of the Issuer and the Borrower has caused this Disbursing Agreement to be signed in its name and behalf by its duly authorized officers, and to evidence its acceptance of the trust hereby created the Depositary has caused this Disbursing Agreement to be signed in its name and behalf by its duly authorized officers, all as of the date first above written.

[Seal]

City of Chicago, Illinois

Attest:

By: ______________________
Chief Financial Officer

By: ______________________
City Clerk

[Seal]

American National Bank and Trust Company, as Trustee under Land Trust No. 120107-08

Attest:

By: ______________________

By: ______________________

X-Frame Partnership, as beneficiary

By: ______________________
A Partner

[Seal]

American National Bank and Trust Company, as Depositary

Attest:

By: ______________________
Vice President

By: ______________________
Trust Officer

City Of Chicago, Illinois

To

American National Bank And Trust Company Of Chicago

Assignment Of Loan Agreement

Dated As Of September 1, 1995.

This Assignment Of Loan Agreement, dated as of September 1, 1995 between the City of Chicago, a municipality and home rule unit duly constituted and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), and American National Bank and Trust Company of Chicago, a banking association organized and existing under the laws of the United States (the "Purchaser").

Witnesseth:

Whereas, Pursuant to and in accordance with the provisions of Ordinance No. ____, adopted on September 13, 1995 by the City Council of the Issuer (the "Bond Ordinance"), the Issuer proposes to finance the acquisition and rehabilitation of an industrial manufacturing facility located within the boundaries of the Issuer (which facility and the site on which it is located are hereinafter referred to as the "Project"), to be acquired and owned by X-Frame Partnership, an Illinois general partnership (the "Beneficiary"), and American National Bank and Trust Company of Chicago, not individually, but as trustee (the "Land Trustee") under Land Trust Agreement dated August 1, 1995 and known as Trust No. 120107-08 (the Land Trustee and the Beneficiary are hereinafter referred to as the "Borrower"), by the issuance of its One Million Five Hundred Thousand Dollars ($1,500,000) aggregate principal amount Industrial Development Revenue Bond (Kolcraft Enterprises, Inc. Project) Series 1995 (the "Bond"); and

Whereas, The Issuer has undertaken to finance the acquisition and rehabilitation of the Project by lending the proceeds from the sale of the Bond to the Borrower pursuant to the provisions of a Loan Agreement (the "Loan Agreement") between the Issuer and the Borrower, dated as of even date herewith, which provides for loan payments sufficient to pay the principal of and interest on the Bond and related expenses; and

Whereas, Pursuant to an Offer to Purchase dated September 13, 1995, the Purchaser has agreed to purchase the Bond from the Issuer.

Now, Therefore, For and in consideration of the premises, the issuance of the Bond by the Issuer and the purchase of the Bond by the Purchaser, in order to secure payment of principal of and interest on the Bond according to its tenor and effect and to secure the performance and observance by the Issuer of all the covenants expressed or implied in the Bond and the Bond Ordinance (as defined in the Loan Agreement), the Issuer does hereby assign all of its right, title and interest in, and grant a security interest in, the following to the Purchase, and its successors and assigns forever, for the securing of the performance of the obligations of the Issuer in the Bond and the Bond Ordinance:

Granting Clause First.

The Loan Agreement, including all extensions and renewals of term thereof, if any, together with all right, title and interest of the Issuer pursuant to the Loan Agreement, including but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any of the sums, amounts, income, revenues, issues and profits and any other sums of money payable or receivable under the Loan Agreement (except for amounts payable to Issuer under Sections 4.02(b), 7.01 and 8.04 thereof), to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer under the Loan Agreement is or may become entitled to.

Granting Clause Second.

All moneys and securities from time to time held by the Purchaser or its assigns under the terms of this Assignment, except for moneys deposited with or paid to the Purchaser or its assigns for the redemption or prepayment of the Bond, notice of the redemption or prepayment of which has been duly given.

To Have And To Hold all and singular the secured property, whether now owned or hereafter acquired, unto the Purchaser and its respective successors and assigns forever;

Provided, However, That if the Issuer, its successors or assigns, shall pay, or cause to be paid, the principal of and interest on the Bond due or to become due thereon, at the times and in the manner mentioned in the Bond according to the true intent and meaning thereof, and shall cause the payments to be made on the Bond as required under the Bond Ordinance, and shall cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Bond and the Bond Ordinance, and shall pay or cause to be paid to the Purchaser or its assigns all sums of money due or to become due to it in accordance with the terms and provisions of the Bond and the Bond Ordinance, then upon the final payment thereof this Assignment and the rights hereby granted shall cease, determine and be void; otherwise this Assignment is to be and remain in full force and effect.

Moreover, it is expressly declared that all property, rights and interests, including, without limitation, the amounts payable under the Loan Agreement and any other amounts hereby assigned as security, are to be dealt with and disposed of subject to the terms and conditions as herein expressed, and the Issuer and the Purchaser do hereby agree and covenant as follows:

Section 1. Rights Under Loan Agreement.

The Loan Agreement, a duly executed counterpart of which has been filed with the Purchaser, sets forth certain of the covenants and obligations of the Issuer and the Borrower, including provisions that subsequent to the issuance of the Bond and prior to its payment in full the Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Purchaser, and reference is hereby made to the same for a detailed statement of the covenants and obligations of the Borrower thereunder, and the Issuer agrees that the Purchaser, and its assigns, in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Borrower under and pursuant to the Loan Agreement for and on its own behalf as a holder of the Bond, whether or not the Issuer is in default under the terms of the Bond or the Bond Ordinance.

Section 2. Source Of Payment Of Bond.

The Bond is not a general obligation of the Issuer but is a limited obligation payable solely from amounts derived from the Loan Agreement and as authorized by the Bond Ordinance.

The payments provided in Section 4.02(a) of the Loan Agreement are to be remitted directly to the Purchaser for the account of the Issuer. Such payments, sufficient in amount to ensure the prompt payment of the principal of and interest on the Bond, are pledged to such payment.

Section 3. Additional Amounts Payable Under The Loan Agreement.

Pursuant to Section 4.02(c) of the Loan Agreement, but subject to the provisions of Sections 10.11 and 10.12 thereof, the Borrower has agreed to pay the fees and expenses of the Purchaser, including, without limitation, reasonable attorneys' fees, and such payments are to be remitted directly to the Purchaser.

Section 4. Applicable Provisions Of Law.

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

In Witness Whereof, The Issuer and the Purchaser have caused these presents to be executed in their corporate names, and with their official seals hereunto affixed and attested all by their duly authorized officers.

[Seal] City of Chicago, Illinois

Attest:

By: ____________________ By: ____________________

[Seal] American National Bank and Trust Company

Attest:

By: ____________________ By: ____________________
Loan Officer Vice President

Inducement Letter.

September ____, 1995.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

American National Bank and
Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60609

$1,500,000
City Of Chicago, Illinois
Industrial Development Revenue Bond
(Kolcraft Enterprises, Inc. Project)
Series 1995.

Gentlemen:

To induce the City of Chicago, Illinois (the "Issuer") and American National Bank and Trust Company of Chicago, (the "Purchaser") to enter into the Offer to Purchase (the "Offer to Purchase") dated September 13, 1995, relating to the purchase by the Purchaser and the sale by the Issuer of $1,500,000 aggregate principal amount of the Issuer's Industrial Development Revenue Bond (Kolcraft Enterprises, Inc. Project) Series 1995 (the "Bond"), to be issued under and pursuant to a Bond Ordinance adopted by the City Council of the Issuer on September 13, 1995 (the "Bond Ordinance"), the proceeds of which are to be used to finance the cost of acquiring and rehabilitating an industrial manufacturing facility (which facility, together with the site on which it is located, are hereinafter referred to as the "Project"), as further described in the Loan Agreement dated as of September 1, 1995 (the "Loan Agreement") between the Issuer and X-Frame Partnership, Inc. an Illinois general partnership (the "Beneficiary"), and American National Bank and Trust Company of Chicago, not individually, but as trustee (the "Land Trustee") under Land Trust Agreement dated August 1, 1995 and known as Trust No. 120107-08 (the Land Trustee and the Beneficiary are hereinafter referred to as the "Borrower"), with full realization and appreciation of the fact that the investment value of the Bond is in part dependent upon the credit standing of the Borrower and Kolcraft Enterprises, Inc. ("Kolcraft"), Sanfred Koltun ("Koltun, and together with Kolcraft, the "Guarantor"), and in consideration of the foregoing and the execution and delivery of the Offer to Purchase, the

Beneficiary and the Guarantor represent, covenant and warrant to and with the Issuer and the Purchaser as follows:

a. The financial statements of Koltun on May 17, 1995, delivered to the Purchaser present fairly the financial position of Koltun, as of the dates indicated therein and the results of operations for the periods specified therein and such financial statements have been prepared in conformity with generally accepted accounting principles consistently applied, except as disclosed to the Purchaser, in all material respects with respect to the periods involved.

b. Since May 17, 1995, there has not been any material adverse change in the business, assets, financial position or results of operations of Koltun, whether or not arising from transactions in the ordinary course of business, other than as disclosed to the Purchaser and the Issuer, and since such date, except in the ordinary course of business, Koltun has not incurred any material liability, except as disclosed to the Purchaser and the Issuer.

c. Any descriptions and information delivered to the Purchaser relating to the Project, the Borrower, the Guarantor, the Bond, the Loan Agreement, the other Loan Documents (as defined in the Loan Agreement and hereinafter referred to as the "Loan Documents"), the Disbursing Agreement dated as of September 1, 1995 (the "Disbursing Agreement") among the Issuer, the Borrower and American National Bank and Trust Company of Chicago, as Depositary, the Mortgage and Security Agreement dated as of September 1, 1995 (the "Mortgage") between the Borrower as the mortgagor and the Purchaser as the mortgagee, the Assignment of Loan Agreement dated as of September 1, 1995 (the "Assignment of Loan Agreement") from the Issuer to the Purchaser and the Limited Guaranty Agreement dated as of September 1, 1995 (the "Limited Guaranty"), from Sanfred Koltun to the Purchaser and the Guaranty Agreement dated as of September 1, 1995 (the "Corporate Guaranty") from Kolcraft to the Purchaser are, and at the date of the delivery of the Bond, will be true and correct and do not contain, and at the date of the delivery of the Bond will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

d. The Borrower will not take or omit to take any action which will in any way result in the proceeds from the sale of the Bond being applied in a manner inconsistent with the provisions of the Bond Ordinance, the Loan Agreement, the Disbursing Agreement, the Mortgage, the Loan Documents or the Assignment of Loan Agreement.

e. To the best of their knowledge, there is no action, suit proceeding, inquiry or investigation at law or in equity or before or by any public board or body pending or, to their knowledge, threatened against or affecting the Borrower or the Guarantor, respectively, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the transactions contemplated by this Inducement Letter or the validity or enforceability of the Bond, the Loan Agreement, the Disbursing Agreement, the Mortgage, the Loan Documents, the Assignment of Loan Agreement, the Guaranty, this Inducement Letter or the Offer to Purchase.

f. The Loan Agreement, assuming the due authorization, execution and delivery by the other parties thereto, when executed and delivered by the Borrower will be the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

g. The Disbursing Agreement, assuming the due authorization, execution and delivery by the other parties thereto, when executed and delivered by the Borrower, will be the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

h. The Mortgage and the other Loan Documents, when executed and delivered by the Borrower and the Purchaser, will be the legal, valid and binding obligation of the Borrower enforceable in accordance with their respective terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

i. The Guaranty, when executed and delivered by the Guarantor, will be the legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

j. The execution and delivery of the Loan Agreement, the Disbursing Agreement, the Mortgage, the other Loan Documents and this Inducement Letter, and the performance by the Borrower of its obligations under the aforementioned, do not and will not violate any court order by which the Borrower is bound, and such actions do not and will not constitute a default under any agreement, indenture, mortgage, lease, note or other obligation or instrument to which the Borrower is a party and no approval or other action by any governmental authority or agency is required in connection therewith.

k. The execution and delivery of the Guaranty and this Inducement Letter by the Guarantor and the performance by the Guarantor of his obligations under the aforementioned, do not and will not violate any court order by which the Guarantor is bound, and such actions do not and will not constitute a default under any agreement, indenture, mortgage, lease, note or other obligation or instrument to which the Guarantor is a party.

l. The Borrower and the Guarantor will deliver or cause to be delivered all opinions, certificates and other documents, as provided for in the Offer to Purchase, including, but not limited to, an opinion of their counsel.

m. The Borrower and the Guarantor acknowledge and approve the terms and conditions of the Offer to Purchase as they relate to the Borrower and the Guarantor and for their participation in the transactions contemplated thereby.

The representations, warranties and covenants contained in this Inducement Letter shall survive the sale by the Issuer of the Bond, and any investigation by the Borrower, the Issuer or the Purchaser of any matters described in or related to the transactions covered by this Inducement Letter, the Loan Agreement, the Disbursing Agreement, the Mortgage, the other Loan Documents, the Assignment or Loan Agreement or the Guaranty.

Any notice of other communication to be given to the Issuer hereunder may be given by mailing or delivering the same in writing to the City of Chicago, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Office of the Comptroller, with a copy to City of Chicago, Department of Planning and Development, Finance Division, 121 North LaSalle Street, Chicago, Illinois 60602 and a copy to City of Chicago, Department of Law, 121 North LaSallle Street, Chicago, Illinois 60602, Attention: Corporation Counsel; and any notice or other communication to be given to the Purchaser hereunder may be given by delivering the same in writing to American National Bank and Trust Company of Chicago, 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Commercial Banking Division, with copy to WIlliam Kabaker, Esq., Schwartz & Freeman, 401 North Michigan Avenue, Suite 1900, Chicago, Illinois 60611.

In no event shall any partner (the "General Partners") of the Beneficiary have any personal liability for any of Borrower's liabilities or Borrower's obligations as described in this Inducement Letter; provided, however, that said General partners shall be personally liable for all loss or damage to the Purchaser caused by or arising out of (i) any fraud or intentional misrepresentation, (ii) the misapplication of insurance proceeds or condemnation awards in respect of the Project and (iii) the receipt of any rents from the Project following an Event of Default not tendered to the Purchaser or used to pay the reasonable expenses of the Project.

This Inducement Letter shall be governed by the laws of the State of Illinois and may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same agreement.

Very Truly Yours,

X-Frame Partnership

By: ____________________________
a general partner

Kolcraft Enterprises, Inc.

By: ____________________________
President

____
Sanfred Koltun

Arbitrage And Tax Compliance Agreement

Among

City Of Chicago, Illinois

And

X-Frame Partnership

And

American National Bank And Trust Company Of Chicago

As Depositary

Dated September ____, 1995

$1,500,000

City Of Chicago, Illinois

Industrial Development Revenue Bond

(Kolcraft Enterprises, Inc. Project) Series 1995.

This Arbitrage And Tax Compliance Agreement (together with the exhibits hereto, this "Tax Agreement") is made and dated September ____, 1995 by and among the City of Chicago, Cook County, Illinois, a municipal corporation duly organized and existing under the laws of the State of Illinois (the "Issuer"), X-Frame Partnership, an Illinois general partnership (the "Borrower"), and American National Bank and Trust Company of Chicago, a national banking association, as Depositary (the "Depositary") (but only for the limited purposes as set forth on the signature pages hereof).

Witnesseth:

Whereas, This Tax Agreement is being executed and delivered in connection with the issuance of One Million Five Hundred Thousand ($1,500,000) principal amount of the Issuer's Industrial Development Revenue Bond (Kolcraft Enterprises, Inc. Project) Series 1995 (the "Bond"); and

Whereas, The Bond is issued pursuant to an ordinance duly adopted by the Issuer on September ____, 1995 (the "Bond Ordinance"); and

Whereas, In order to provide funds to finance the acquisition and rehabilitation of an industrial manufacturing facility located within the Issuer, the Issuer has loaned the proceeds of the Bond to the Borrower, and the Issuer and the Borrower have entered into a Loan Agreement dated as of September 1, 1995 (the "Agreement") providing for the Borrower to make loan payments sufficient to pay the principal of, premium, if any, and interest on the Bond; and

Whereas, This Tax Agreement has been entered into by the Issuer, the Borrower and the Depositary to ensure compliance with the provisions of the

Internal Revenue Code of 1986, as amended (the "Code"), and the final, temporary and proposed regulations relating thereto (the "Regulations") which impose certain requirements relating to the Project (as defined in the Agreement) and the investment and use of funds held by the Depositary pursuant to the Disbursing Agreement dated as of September 1, 1995 (the "Disbursing Agreement") among the Issuer, the Borrower and the Depositary in order for the interest on the Bond to be excludable from the gross income of the owner thereof for purposes of federal income taxation pursuant to Section 103 of the Code;

Now, Therefore, The Issuer, the Borrower and the Depositary hereby agree as follows:

Article I.

Definitions.

Section 1.1 Definitions.

In addition to the terms defined above, the following words and phrases shall have the following meanings:

"Average Economic Life" means the average reasonable expected economic life of the assets financed with the proceeds of the Bond as defined in Section 147(b) of the Code.

"Average Maturity" means the average maturity of the Bond as defined in Section 147(b) of the Code.

"Bond Counsel" means, with respect to the original issuance of the Bond, Hopkins & Sutter, and thereafter any firm of attorneys of nationally recognized expertise with respect to the tax-exempt obligations of political subdivisions, selected by the Borrower and acceptable to the Depositary and the Issuer.

"Bond Year" means the initial period from the date of initial issuance of the Bond through December 31, 1995 and thereafter each one-year period beginning on January 1 and ending on the next succeeding December 31. The last Bond Year begins on the day after expiration of the preceding Bond Year and ends on the earlier of the maturity of the Bond (______________ __, 2010) or such earlier date on which the Bond is redeemed in whole.

"Bond Yield" means the yield on the Bond calculated in accordance with Section 1.148-4 of the Regulations.

"Commingled Fund" means any fund or account if (i) the fund or account contains both Gross Proceeds of the Bond and amounts in excess of Twenty-five Thousand Dollars ($25,000) that are not Gross Proceeds of the Bond, and (ii) amounts in the fund or account are invested collectively without regard to the source of funds deposited in the fund or account. For this purpose, an open-end regulated investment company (as defined in Section 851 of the Code) is not a Commingled Fund.

"Computation Period" means each period from the date of issue through each Rebate Determination Date.

"Project Fund" means the trust fund by that name created pursuant to Section 1 of the Disbursing Agreement.

"Costs of Issuance" means all costs incurred in connection with the borrowing. Examples of costs of issuance include (but are not limited to):

(a) underwriter's fees or spread (whether realized directly or derived through purchase of the Bond at a discount below the price at which a substantial number of Bonds are sold to the public) related to issuance of the Bond;

(b) counsel fees including bond counsel, underwriter's counsel, issuers counsel, borrower's counsel, trustee's counsel, fiscal agent's counsel and any other specialized counsel fees) incurred in connection with the borrowing;

(c) financial advisor fees incurred in connection with the borrowing;

(d) rating agency fees incurred in connection with the borrowing;

(e) trustee fees incurred in connection with the borrowing;

(f) paying agent and certifying and authenticating agent fees related to issuance of the Bond;

(g) accountant fees related to issuance of the Bond;

(h) printing costs (for the Bond and any offering documents);

(i) costs incurred in connection with the required public approval process (e.g., publication costs for public notices generally and costs of the public hearing or voter referendum) related to issuance of the Bond;

(j) costs of engineering and feasibility studies necessary to the issuance of the Bond (as opposed to such studies related to completion of the Project, but not to the financing); and

(k) fees of the Issuer incurred in connection with issuance of the Bond.

"Determination of Rebate Deficiency" means a judgment or order of a court of competent jurisdiction, or a final ruling, technical advice or decision of the Internal Revenue Service, or a written opinion of Bond Counsel (selected by the Issuer) to the effect that insufficient amounts have been paid to the United States of America pursuant to Section 148(f) of the Code and stating the amount of the deficiency (including interest and penalties, if any), then due. For purposes of this definition, a ruling or decision of the Internal Revenue Service shall be considered final if no appeal or action for a judicial review has been filed and the time for filing of such appeal has expired.

"Fair Market Value" of an investment means the fair market value, including accrued interest, of such investment at the time it becomes a Nonpurpose Obligation.

"Funds" means the Project Fund and the Rebate Fund established pursuant to Article V of this Tax Agreement.

"Gross Proceeds" means any Proceeds plus any Replacement Proceeds.

"Investment Proceeds" means any amounts actually or constructively received from investing Gross Proceedings of the Bond.

"Manufacturing Facility" means a manufacturing facility as defined in section 144(a)(12)(C) of the Code. Generally, such section defines a manufacturing facility to include a facility "used in the manufacturing or production of tangible personal property (including the processing resulting in a change in the condition of such property)". A Manufacturing Facility may include facilities which are directly related and ancillary to a Manufacturing Facility (determined without regard to this sentence), provided such facilities are located on the same site as the Manufacturing Facility and not more than twenty-five percent (25%) of the Net Proceeds of the Bond are used to provide such directly related and ancillary facilities. Finally, office space may be included as part of a Manufacturing Facility only if (i) it is located in the premises of the manufacturing facility and (ii) not more than a de minimis amount of the functions to be performed at such office space is not directly related to the day-to-day operations at such facility.

"Net Sale Proceeds" is defined in Section 150(a)(3) of the Code and means the Sale Proceeds of the Bond reduced by amounts in a reasonably required reserve or replacement fund.

"Nonpurpose Investment" means any investment of Gross Proceeds of the Bond or any investment which is otherwise allocable to the Bond other than "purpose investments" (as defined in the Regulation), but shall not include the Agreement.

"Placed in Service" means, with respect to the Project, the date on which the Project has reached a degree of completion which would permit its operation at substantially its design level and the Project is, in fact, operating at such level.

"Principal User" means any principal user of the Project within the meaning of Section 144(a)(4) of the Code and Section 1.103-10 of the Regulations, including without limitation any person who is the owner (if no one person holds more than a ten percent (10%) ownership interest, then the person or persons, in the case of multiple equal owners, who holds the largest ownership interest in the Project), lessee, or user of more than ten percent (10%) of the Project, measured either by occupiable space or fair rental value under any formal or informal agreement.

"Proceeds" means any Sale Proceeds, Investment Proceeds and transferred proceeds (as defined in §1.148-1(b) and -9 of the Regulations).

"Rebate Fund" means the custodial fund by that name created pursuant to Section 5.1 of this Tax Agreement.

"Rebate Determination Date" means each of the following dates: (a) December 31, 1999 (the "Initial Determination Date"); (b) every fifth anniversary of the Initial Determination Date; and (c) the earlier of the scheduled final maturity date of the Bond or any date prior thereto on which the Bond is paid and retired.

"Rebate Expert" means any person or firm expert in mailing the rebate computations required hereunder, selected by the Borrower and approved by the Issuer and not unacceptable to the Depositary.

"Rehabilitation Expenditures" means rehabilitation expenditures as defined in Section 147(d)(3) of the Code.

"Related Person" means, with respect to any Principal User, a person who is a related person as defined in Section 144(a)(3) of the Code.

"Replacement Proceeds" means replacement proceeds as defined in §1.148-1(c) of the Regulations.

"Sale Proceeds" means any amounts actually or constructively received from the sale of the Bond, including amounts, if any, used to pay the underwriter's discount or compensation, but excluding accrued interest for any period prior to the issuance of the Bond.

"Tax-exempt Obligation" means (i) any obligation, the interest on which is excludable from the gross income of the owner thereof for federal income tax purposes under Section 103 of the Code, and (ii) an interest in a regulated investment company to the extent that at least ninety-five percent (95%) of the income to the holder of the interest is interest that is excludable from gross income under Section 103(a) of the Code.

"Value" means, with reference to a Nonpurpose Investment, the value determined under §1.148-5(d) of the Regulations.

"Variable Rate Obligation" means any obligation the yield on which, under the terms of the obligation, is adjusted periodically according to a prescribed formula such that the yield over the term of the obligation cannot be determined on the date of issue or on the date of its acquisition.

"Yield" means, with respect to the Bond, the Bond Yield and, with respect to any other obligation or Investment Property, the yield calculated in accordance with Regulations Section 1.148-5(b).

Any capitalized word or term used herein but not defined shall have the same meaning given in the Agreement or the Bond Ordinance. Other words and phrases used herein have the same meanings as in the Code and Regulations, unless another meaning is apparent from the context.

Section 1.2 Reliance On Borrower Information.

The Issuer, Bond Counsel, and the Depositary shall be permitted to rely upon the contents of any certification, document or instructions provided by the Borrower pursuant to this Tax Agreement and shall not be responsible or liable in any way for the accuracy of their contents or the failure of the Borrower to deliver any required information.

Article II.

The Project, Use Of The Bond Proceeds And Certain Representations By The Borrower.

Section 2.1 Description Of The Project.

The Borrower hereby represents and warrants that (i) the description of the Project, as provided in (Sub)Exhibit A to the Agreement, is true and accurate in all material respects and (ii) all the facilities constituting the Project are Manufacturing Facilities.

Section 2.2 Proceeds Of The Bond.

The Bond was sold by the Issuer for a total purchase price of One Million Five Hundred Thousand Dollars ($1,500,000), plus accrued interest in the amount of $________. The Sale Proceeds of One Million Five Hundred Thousand Dollars ($1,500,000) will be loaned to the Borrower pursuant to the Agreement and deposited in the Project Fund. The Borrower expects to earn $__________ from investment of the Sale Proceeds in the Project Fund (net of the Borrower's obligation to rebate excess earnings to the United States pursuant to Article VII hereof, assuming the Yield on the Bond is ____%) prior to the date other amounts deposited therein are spent which is expected to occur prior to __________ ____, 199__. Consequently, the Proceeds of the Bond are expected to be $__________. There will be no "imputed proceeds" of the Bond within the meaning of §1.1103-8(a)(6) of the Regulations because (a) the Bond does not have a stated rate of interest that increases over the term of the Bond, and (b) the price at which the Bond was sold equaled the principal amount of the Bond.

Section 2.3 Use Of Proceeds Of The Bond.

The Borrower hereby represents and warrants for the benefit of the Issuer that (a) on the date of issuance of the Bond, all of the Sale Proceeds of the Bond, in the amount of One Million Five Hundred Thousand Dollars ($1,500,000) will be deposited in the Project Fund, and (b) the Proceeds of the Bond (consisting of the Net Sale Proceeds and Investment Proceeds) held in the Project Fund (including $__________ of anticipated earnings) will be expended for the Project. All of the expenditures for the Project will consist of expenditures for the acquisition or rehabilitation of land or property of a character subject to the allowance for depreciation under the Code or for payment of amounts which are, for federal income tax purposes, chargeable to the Project's capital account or would be so chargeable either with a proper election by the Borrower or but for a proper election by the Borrower to deduct amounts. The costs of each of the assets that will comprise the Project is described in (Sub)Exhibit A and (Sub)Exhibit C of this Tax Agreement.

Section 2.4 Change In Use Of Project.

The Borrower will not change the use or nature of the Project in such a way as to violate Section 150(b)(4) of the Code so long as the Bond is outstanding unless, in the written opinion of Bond Counsel, such change will not result in the inclusion of interest on the Bond in the gross income of the recipient for purposes of federal income taxation. The Borrower knows of no reason why the facilities financed with the proceeds of the Bond will not be owned and operated by it as a Manufacturing Facility at all times during the term of this Tax Agreement in the absence of circumstances not now anticipated by it or the presence of adverse circumstances beyond its control.

Section 2.5 Tax Owner.

At all times on and after the date of issuance of the Bond, the Borrower and Kolcraft Enterprises, Inc., as lessee under that certain Lease dated ____________, 1995 between the Borrower and Kolcraft Enterprises, Inc., (the "Lease") are expected to be the sole users of the Project. The Borrower is the owner of the Project for federal income tax purposes.

Section 2.6 Sale Or Transfer.

The Borrower has no present plan or intention to sell, lease or transfer all or any portion of the Project other than pursuant to the Lease.

Article III.

Information Reporting.

Section 3.1 Issuer's Representations.

The Issuer represents that, based on information provided by or on behalf of the Borrower, it has completed Internal Revenue Service Form 8038 with respect to the Bond, a copy of which is attached hereto as (Sub)Exhibit B.

Section 3.2 Borrower Representations.

The Borrower represents that the information contained in Parts IV and VI of Form 8038 attached hereto as (Sub)Exhibit B is true, correct and complete.

Section 3.3 Timely Filing.

The Issuer will file or cause to be filed the signed original of the Form 8038 with the Internal Revenue Service prior to ________________, 1995.

Article IV.

Compliance With The Code.

Section 4.1 Compliance With The Code.

In order to ensure that interest on the Bond is excludable from gross income of the recipients for purposes of federal income taxation, the Borrower and the Issuer, where expressly provided herein, hereby covenant and represent as follows:

(a) Neither the Borrower nor the Issuer will knowingly take or permit to be taken any action, including the making of any changes in the use, design or function of the Project which would have the effect, directly or indirectly, of causing interest on the Bond to be included in gross income for federal income tax purposes, other than interest paid with respect to the Bond during any period it is held by a "substantial user" of the Project within the meaning of Section 147(a) of the Code, or a Related Person to such a substantial user.

(b) The Average Maturity of the Bond is ____________________. As shown in (Sub)Exhibit C hereto, the Average Economic Life of the facilities being financed with the Net Proceeds of the Bond, within the meaning of Section 147(b) of the Code, is ____ years and the Average Maturity of the Bond does not exceed one hundred twenty percent (120%) of the Average Economic Life of such facilities.

(c) During the period commencing three (3) years preceding the date of issue of the Bond and ending three (3) years from the later of (i) the date of issue of the Bond or (ii) the date the Project is Placed in Service, the Borrower will be the only principal user of the Project within the meaning of Section 144(a)(4) of the Code.

(d) The Project is located entirely within the Issuer. The Project is not contiguous or integrated with any other facility of which the Borrower or any related person of the Borrower is a principal user.

(e) There are no outstanding obligations of any state, territory or possession of the United States of America, or any political subdivision of the foregoing or of the District of Columbia, the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code or any predecessor and the proceeds of which have been or are to be used primarily with respect to facilities located within the Issuer and the principal user of which is the Borrower, including any Related Person of the Borrower.

(f) The aggregate amount of (i) the principal of the Bond and (ii) capital expenditures paid or incurred during the period beginning three (3) years before the date of issue of the Bond and ending three (3) years after the date of issue of the Bond (and financed otherwise than out of the proceeds of the Bond), with respect to any facilities which are located within the Issuer, and the principal user of which is the Borrower, including any Related Person, does not and will not exceed Ten Million Dollars ($10,000,000).

(g) The Issuer, in the Bond Ordinance, elected to have the provisions of Section 144(a) (4) of the Code apply to the Bond and the Issuer hereby reasserts and the Borrower hereby joins in such election.

(h) The Borrower hereby represents that all capital expenditures of the Borrower, any other principal user of the Project and any of their respective Related Parties in the three (3) years preceding the date the Bond is issued with respect to facilities described in (f) above total not more than $__________.

(i) The Bond is not and shall not become directly or indirectly federally guaranteed. Bond will be considered to be "federally guaranteed" if the payment of principal or interest with respect to such Bond is guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof) or five percent (5%) or more of the proceeds of the Bond are used in making loans the payment of principal or interest with respect to which are guaranteed or invested (directly or indirectly) in federally insured deposits or accounts.

(j) No more than two percent (2%) of the proceeds of the Bond will be used to pay Costs of Issuance.

(k) No portion of the Proceeds of the Bond will be spent on the cost of acquiring (or any interest therein).

(l) $__________ of the Net Proceeds of the Bond will be used to acquire property constituting a building [and no portion of the Net Proceeds of the Bond will be used to acquire property constituting equipment]. The Rehabilitation Expenditures with respect to such building equal or exceed fifteen precent (15%) of the portion of the cost of acquiring such building financed with Net Proceeds of the Bond.

(m) No portion of the Proceeds of the Bond will be applied to the construction of office space.

(n) No portion of the Proceeds of the Bond will be used to provide any residential real property for family units, private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard 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, facility primarily used for gambling, store (the principal business of which is the sale of alcoholic beverages for consumption off premises), or a facility the primary purpose of which is retail, food and beverage services, automobile sale or service or the provision of recreation or entertainment.

(o) As required by Section 147(f) of the Code, the Bond and the Project were approved by the Issuer which passed the Bond Ordinance on September ____, 1995, after a public hearing was held prior to the adoption of the Bond Ordinance on September ____, 1995. The public hearing was preceded by reasonable public notice evidenced by publication in the *Chicago Tribune* on _____________ ____, 1995. The total amount of volume cap allocated to the Issuer for calendar year 1995 is $_________ of this amount, $_________ remains unused and One Million Five Hundred Thousand Dollars ($1,500,000) of such amount has been allocated to the Bond.

(p) On _____________ ____, 1995, the Issuer adopted a resolution evidencing its intent to issue bonds to finance the Project. No portion of the Proceeds of the Bond will be used to pay costs paid or incurred prior to ___________ ____, 199__, sixty (60) days prior to the effective date of the resolution adopted by the Issuer evidencing the intent of the Issuer to issue bonds for the purpose of financing the Project; and prior to ___________ ____, 1995, neither the Borrower nor any Related Person had entered into any binding agreement in connection with the improving or equipping of the Project, no on-site work had been commenced in connection with any building portion of the Project, and no off-site fabrication of any portion of the Project had been commenced.

(q) The Borrower shall occupy the Project or cause the Project to be occupied and to operate it or cause it to be operated at all times during the term of this Tax Agreement as a part of a Manufacturing Facility within the meaning of Section 144(a)(12)(C) of the Code, and does not know of any reason why the Project will not be so used in the absence of supervening circumstances not now anticipated by it or the presence of adverse circumstances beyond its control.

(r) The Project will be constructed in such a manner as to conform with all applicable zoning, planning, building and other regulations of governmental authorities having jurisdiction of the Project. The Borrower has ensured that all necessary utilities are available to the Project and has obtained all requisite zoning, planning, building, environmental and other permits necessary for the Project, and additional permits necessary for the use of the Project are expected to be obtained by the Borrower upon application at the appropriate times.

(s) The aggregate face amount of the Bond allocated to the Borrower and any Related Person of the Borrower which is a "test-period beneficiary", as defined in Section 144(a)(10) of the Code, when increased by the amount of other outstanding tax-exempt bond, including exempt facilities bonds under Section 142 of the Code, to be taken into account pursuant to Section 144(a)(10) of the Code does not exceed Forty Million Dollars ($40,000,000). Attached hereto as (Sub)Exhibit D is a schedule of all outstanding tax-exempt bonds for which the Borrower and any Related Person of the Borrower is a "test-period beneficiary".

(t) There is no adjacent building or facility which has been financed by an issue of outstanding private activity bond which uses substantial common facilities with the Project.

(u) There are no outstanding obligations the interest on which is excluded from gross income for federal income tax purposes by virtue of the provisions of Section 144(a)(1) or (4) of the Code and the proceeds of which, together with the proceeds of the Bond, are to be used with respect to a single building, an enclosed shopping mall, or a strip of offices, stores, or warehouses using substantial common facilities.

(v) There are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States of America, or any political subdivision of any of the foregoing, or of the District of Columbia, which constitute qualified small issue bonds within the meaning of Section 144 of the Code and which were sold or are to be sold (i) within fifteen (15) days of the date of issuance of the Bond; (ii) at substantially the same interest rate as the Bond; (iii) pursuant to a common plan of marketing with the marketing plan for the Bond; and (iv) in connection with a common or pooled security which will either be used or available to pay debt service on such obligations and the Bond.

(w) The Bond is issued only as a fully registered bond, without coupons, and is transferable only upon the registration books maintained by the Depositary as bond registrar.

(x) The Bond is not a "hedge bond" within the meaning of Section 149(g) of the Code and Section 1.149(a)-1 of the Regulations because: (a) the Issuer reasonably expects that eighty-five percent (85%) of the spendable Proceeds of the Bond will be used to carry out the governmental purposes of the Bond within the three-year period beginning on the Closing Date; and (b) not more than fifty percent (50%) of the Proceeds of the Bond will be invested in Nonpurpose Investments having a substantially guaranteed yield for four years or more.

Article V.

Non-Arbitrage Certifications.

The Issuer acknowledges and covenants that:

Section 5.1 Establishment Of Funds.

The Bond Ordinance and the Disbursing Agreement create and establish the following Funds to be held by the Depositary:

The Project Fund.

In addition, the Issuer shall immediately create and establish with the Depositary a special trust fund in the name of the Issuer to be known as "The Rebate Fund-Kolcraft Enterprises, Inc." (the "Rebate Fund"), which shall be continuously held, invested, expended and accounted for in accordance with this Tax Agreement; provided however, that the Rebate Fund need not be maintained if the Issuer, the Depositary and the Borrower shall have received an opinion of Bond Counsel, acceptable to the Issuer, to the effect that failure to maintain the Rebate Fund shall not cause the Bond to become an arbitrage bond within the meaning of Section 148 of the Code or otherwise adversely affect the exclusion from gross income of interest on the Bond for federal income tax purposes. Moneys in the Rebate Fund shall not be held for the benefit of any Bond holder nor for the benefit of the Issuer or the Borrower. Except as provided in the Regulations, moneys in the Rebate Fund (including earnings and deposits therein) shall be held in trust by the Depositary and held for future payment to the United States Government as required by the Regulations and as contemplated under the provisions of this Tax Agreement.

Section 5.2 Application Of Sale Proceeds.

The Issuer is transferring to the Depositary, on the date hereof, all of the Sale Proceeds of the Bond for deposit in the Project Fund. Prior to the date that is six (6) months from the date hereof, the Borrower will have incurred substantial binding obligations with respect to the Project equal to at least five percent (5%) of the Sale Proceeds of the Bond. Acquisition and rehabilitation of the Project will proceed with due diligence to completion. It is expected that at least eighty-five percent (85%) of the Sale Proceeds of the Bond will be expended prior to the date that is three (3) years from the date hereof.

Section 5.3 Aggregate Issue Price.

The aggregate Issue Price at which the Bond was sold is One Million Five Hundred Thousand Dollars ($1,500,000).

Section 5.4 Bond Yield.

The Bond bears a variable rate of interest and the initial rate of interest is ____% per annum.

Section 5.5 Yield On The Agreement.

The amounts to be paid by the Borrower under the Agreement do not exceed the amounts necessary to enable the Issuer to make timely payment of principal of, premium, if any, and interest on the Bond (including any fee for a qualified guarantee as defined in §1.148-4(f) of the Regulations), when due, plus the Issuer's fee of $______. Under such circumstances the Yield of the Agreement does not exceed the Bond Yield plus .125.

Section 5.6 Overissuance.

The proceeds of the Bond are not expected to exceed the amount necessary to achieve the governmental purposes of issuing the Bond.

Section 5.7 Single Issue.

There are no other obligations of the Issuer (a) sold within fifteen (15) days before or after the date hereof, (b) sold pursuant to the same plan of financing with the Bond, and (c) that will be paid out of substantially the same source of funds as will be used to pay the Bond.

Section 5.8 No Other Pledged Funds.

Neither the Issuer nor the Borrower will accumulate amounts of money, whether or not held in a fund, that is pledged or reasonably expected to be used or to be available to pay principal of or interest on the Bond (or to replace funds used to pay principal of or interest on the Bond) or that is treated as so pledged or available under Section 1.148-1(c)(3)(ii) of the Regulations (relating to certain "negative pledges").

Section 5.9 No Replacement.

No portion of the Proceeds of the Bond will be used to replace any amounts invested in Nonpurpose Investments having a Yield in excess of the Bond Yield. No Replacement Proceeds are expected to exist in connection with the Bond because, in general, there are no amounts that were expected or required to be used for the governmental purposes of the Bond if the Bond had not been issued and the Bond will not be outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bond. As shown in Section 4.1(b), the weighted average maturity of the Bond does not exceed one hundred twenty percent (120%) of the average reasonably expected economic life of the Project.

Section 5.11 No Abusive Arbitrage Device.

The Bond is not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations thereunder by (i) enabling the Issuer or the Borrower to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (ii) increasing the burden on the market for tax-exempt obligations. Specifically, the Proceeds do not exceed the amount necessary to accomplish the governmental purposes of the Bond; the Bond is not issued earlier than necessary; and the Bond will not be outstanding longer than necessary.

Section 5.12 No Intent To Redeem Prior To Maturity.

Neither the Issuer nor the Borrower has any present expectation that it will provide amounts to be used for the redemption of the Bond prior to maturity.

Article VI.

Investment Of Proceeds.

Section 6.1 Fair Market Value.

(a) In General. Whenever the Borrower shall purchase or sell, or cause any party to purchase or sell, any Nonpurpose Investment, such purchase or sale shall be made only at the fair market value of such Nonpurpose Investment. Except as described below, the fair market value of a Nonpurpose Investment is the price determined by reference to an established securities market for the Investment, as of the date on which a contract to purchase or sell the Investment becomes binding, at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. The price shall not be adjusted to take into account "administrative costs" of the investment (within the meaning of Section 1.148-5(e)(1) of the Regulations) except as permitted by Section 1.148-5(e)(2) of the Regulations. The fair market value of a United States Treasury obligation purchased directly from the United States Treasury is its purchase price.

(b) Guaranteed Investment Contract. The Borrower shall not purchase or sell, or cause any party to purchase or sell, Nonpurpose Investments pursuant to a Nonpurpose Investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including an agreement to supply investments on two (2) or more future dates (a "Guaranteed Investment Contract"), unless the following conditions are satisfied:

(i) a bona fide solicitation for a specified Guaranteed Investment Contract is made and at least three (3) bona fide bids from providers of a Guaranteed Investment Contracts that have no material financial interest in the issue are received;

(ii) the highest-yielding Guaranteed Investment Contract for which a qualifying bid is made (determined net of broker's fees) is purchased;

(iii) the Yield on the Guaranteed Investment Contract (determined net of broker's fees) is not less than the Yield then available from the provider on reasonably comparable Guaranteed Investment Contracts, if any, offered to other persons from a source of funds other than gross proceeds of tax-exempt bond;

(iv) the determination of the terms of the Guaranteed Investment Contract takes into account as a significant factor the reasonably expected drawdown schedule of the amounts to be invested, exclusive of amounts deposited in debt service funds and reasonably required reserve or replacement funds;

(v) the terms of the Guaranteed Investment Contract, including collateral security requirements, are reasonable; and

(vi) the obligor on the Guaranteed Investment Contract certifies the administrative costs that are reasonably expected to be paid to third parties in connection with the Guaranteed Investment Contract.

(c) Certificates of Deposit. In the case of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal, the fair market value of the certificate is its purchase price if the yield on the certificate is not less than (i) the yield on reasonably comparable direct obligations of the United States, and (ii) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(d) Commingled Funds. Gross Proceeds of the Bond may be invested in a Commingled Fund only if the Commingled Fund complies with the special accounting rules set forth at Section 1.148-6(e) of the Regulations. Generally, this requires that, not less frequently than as of the close of each fiscal period, all payments and receipts (including deemed payments and receipts) on investments held by a Commingled Fund must be allocated (but not necessarily distributed) among the different investors in the fund in accordance with a consistently applied, reasonable ratable allocation method. For this purpose, the term "investor" means each different source of funds invested in a Commingled Fund, and the term "fiscal period" means any consistent fiscal period adopted by the fund that does not exceed three months. Examples of reasonable ratable allocation methods include methods that allocate payments and receipts in proportion to either (A) the average daily balances of the amounts in the Commingled Fund from different investors during a fiscal period or (B) the average of the beginning and ending balances of the amounts in the Commingled Fund from different investors for a fiscal period that does not exceed one (1) month.

In the case of a Commingled Fund in which the Issuer and any Related Person own more than twenty-five percent (25%) of the beneficial interests in the fund, unless the weighted average maturity of all investments held by the fund during a particular fiscal year does not exceed eighteen (18) months (and the only investments held by the Commingled Fund during that time are obligations), the Commingled Fund must mark-to-market all its investments either on the last day of each fiscal year or on the last day of each fiscal period and distribute the gains and losses so determined among the investors.

The mark-to-market requirement does not apply to a Commingled Fund that operates exclusively as a reserve fund, sinking fund or replacement fund for two or more issues of the Issuer. In such case, investments held by the Commingled Fund must be allocated ratably among the issues served by the Commingled Fund in accordance with one of the following methods: (A) the relative values of the bond of those issues; (B) the relative amounts of the remaining maximum annual debt service requirements on the outstanding principal amounts of those issues; or (C) the relative original stated principal amounts of the outstanding issues. An issuer must make any such required allocations at least every three (3) years and as of each date that an issue first becomes secured by the commingled reserve. If relative original principal amounts are used to allocate, allocations must also be made on the retirement of any issue secured by the commingled reserve.

Section 6.2 Investments In Certain Federally Insured Accounts.

Less than five percent (5%) of the proceeds of the Bond will be invested in deposits or accounts that are insured by any federally chartered corporation such as the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any successor to any of the foregoing, disregarding for this purpose investments in a bona fide debt service fund; investments in a reasonably required reserve fund; investments in United States Treasury bond; investments for an initial temporary period until needed for the purpose for which the Bond is issued; investments in a refunding escrow; and other investments permitted under the Code or the Regulations.

Section 6.3 General Yield Restriction.

The Borrower will not invest any amounts constituting Gross Proceeds of the Bond in investments having a Yield in excess of the Bond Yield, except as otherwise expressly permitted below. Notwithstanding the preceding sentence, the restrictions on investment yield contained in the following paragraphs may be disregarded with respect to any amounts if, in the opinion of Bond Counsel, the provisions of Section 1.148-5(c) of the Regulations (relating to yield reduction payments to the United States) apply to such amounts and yield reduction payments are actually made in the amounts and at the times required by the Regulations.

Section 6.4 Costs Of Issuance.

Proceeds of the Bond applied to pay Costs of Issuance of the Bond may be invested for a temporary period without restriction as to Yield for the three (3) year period prescribed under Section 148(c) of the Code and Section 1.148-2(e)(2) of the Regulations.

Section 6.5 Project Fund.

Prior to the date that is three (3) years from the date hereof, Proceeds on deposit in the Project Fund may be invested for a temporary period without restriction as to Yield for the three (3) year period prescribed in Section 148(c) of the Code and Section 1.148-2(e)(2) of the Regulations. Unless otherwise advised by Bond Counsel, on and after the date that is three (3) years from the date hereof, the Issuer shall invest any amounts remaining on deposit in the Project Fund in Tax-exempt Bond or, in the alternative, in Nonpurpose Investments having a Yield not in excess of one-eighth of one percent (1/8 of 1%) above the Bond Yield.

Section 6.6 Investment Proceeds.

Investment Proceeds of the Bond may be invested without restriction as to Yield for a temporary period commencing upon the date of receipt thereof and ending one year thereafter pursuant to Section 148(c) of the Code and Section 1.148-2(e)(6) of the Regulations.

Section 6.7 Universal Cap On Value Of Nonpurpose Investments Allocated To The Bond.

The Issuer reasonably expects as of the date hereof that the universal cap under Section 1.148-6(b)(2) of the Regulations will not reduce the amount of Gross Proceeds allocable to the Bond; therefore, the universal cap need not be applied on any date on which the Bond has all of the following characteristics:

(a) no replacement proceeds are allocable to the Bond, other than replacement proceeds in a bona fide debt service fund or a reasonably required reserve or replacement fund;

(b) the Net Sale Proceeds of the Bond (i) qualify for one of the temporary periods available for capital projects, restricted working capital expenditures or pooled financings, and those Net Sale Proceeds are in fact allocated to expenditures prior to the expiration of the longest applicable temporary period, or (ii) are deposited in a refunding escrow and expended as originally expected;

(c) the Bond does not refund a prior issue that, on any transfer date, has unspent proceeds allocable to it;

(d) the Bond is not retired prior to the date on which the Bond is treated as retired in computing the Bond Yield; and

(e) no Proceeds are invested in qualified student loans or qualified mortgage loans.

Section 6.8 Valuation Of Nonpurpose Investments And The Bond.

The valuation of all Nonpurpose Investments hereunder (e.g., for purposes of computing transferred proceeds, the universal cap, the allocation of commingled funds, and the amount permitted to be invested as part of the Minor Portion or a reasonably required reserve or replacement fund) shall be done in accordance with Section 1.148-5(d) of the Regulations. The valuation of the Bond hereunder (e.g., for purposes of the universal cap) shall be done in accordance with Section 1.148-4(e) of the Regulations.

Section 6.9 Limitation Of Nonpurpose Investments.

Section 148(d)(3) of the Code requires that, except for amounts invested for the initial three (3) year temporary period at no time during a Bond Year may the amount invested in Nonpurpose Investments with a Yield materially higher (i.e., 1/8 of 1% higher) than the Bond Yield exceed one hundred fifty percent (150%) of the debt service on the Bond for the Bond Year. Neither the Borrower nor the Issuer expects that Section 148(d)(3) will be violated and each agrees to take such action as may be required to comply with that section.

Article VII.

Rebate Of Excess Investment Earnings.

Section 7.1 Adequate Records.

The Depositary shall maintain adequate records pertaining to the Project Fund and the Rebate Fund and all transfers thereto, deposits therein, disbursements and transfers therefrom and earnings thereon, including the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund. With respect to each Nonpurpose Investment, the Depositary shall maintain a record of the purchase price, purchase date, type of security, accrued interest paid, interest rate, principal amount, date of maturity, interest payment date, date of liquidation and amount received upon liquidation. The Depositary shall furnish any Rebate Expert engaged by the Borrower which such information as the Depositary then possesses and as shall be reasonably requested by that Rebate Expert to enable that Rebate Expert to complete any Excess Earnings Report. Such records and all Excess Earnings Reports filed with the Depositary pursuant to this Tax Agreement shall be retained by the Depositary for at least six (6) years following the payment and retirement of the Bond.

Section 7.2 Preparation Of Excess Earnings Report.

The Borrower, except as otherwise provided below, shall cause a Rebate Expert to prepare, not later than forty-five (45) days following each Rebate Determination Date, an Excess Earnings Report containing substantially the information contained in (Sub)Exhibit E attached hereto and made a part hereof. Copies of each such Report shall be furnished to the Issuer and the Depositary and copies of the work papers of the Rebate Expert relating to each such Report shall be furnished to the Issuer and the Depositary upon written request therefor (the Borrower hereby waives any claim of confidentiality with respect thereto). Each Report shall be dated as of such Rebate Determination Date, and shall be numbered consecutively from "1" upward in chronological order.

Section 7.3 Deposits And Transfers.

No later than five (5) days following the delivery of an Excess Earnings Report to the Disbursing, the Borrower shall direct the Depositary in writing to make such deposits and transfers as may be required by such Report, to the extent attributable to funds on deposit under the Depositary Agreement and available for such purpose. In addition, the Borrower hereby agrees to pay to the Disbursing for deposit in the Rebate Fund for payment to the United States any amount which may be required by the Report or which under the Regulations must be deposited in the Rebate Fund for payment to the United States but which is not available under the Disbursing Agreement for transfer to the Rebate Fund.

Section 7.4 Payments To United States Of America.

(a) Except as otherwise provided herein, to the extent and at the time set forth in any Excess Earnings Report, the Borrower shall make payment to the United States of America of any and all amounts due and owing to the United States of America. The Issuer or the Depositary, if such party receives notice from the Internal Revenue Service, shall promptly notify the Borrower of the amount (the "Deficiency Amount") necessary to make such payment to the United States of America. The Borrower shall pay the Deficiency Amount on a timely basis. Each such payment to the United States of America shall be mailed by certified mail (return-receipt requested), postage prepaid, to the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255, and shall be accompanied by a completed and executed copy of Internal Revenue Service Form 8038-T, or any successor form. The Depositary shall not be liable or responsible for any calculation or determination of the amount required to be rebated to the United States of America, the yield on the Bond, and the yield on any investments of proceeds which may be required in connection with or for the purpose of complying with Section 148 of the Code.

(b) In addition, upon a Determination of Rebate Deficiency, the Borrower shall promptly pay the United States of America an amount equal to the correct rebate amount plus interest; and, if so required by the Internal Revenue Service, the applicable.

Section 7.5 Bond Counsel Opinion.

The reporting and payment provisions of this Article (except as set forth in Section 7.4(b) relating to a Determination of Rebate Deficiency) shall not be applicable if the Issuer receives an opinion of Bond Counsel (which opinion may be given in reliance upon a ruling or rulings of the Internal Revenue Service) to the effect that such payment is not necessary to preserve the exclusion of interest on the Bond from the gross income of the owners thereof for Federal income tax purposes.

Article VIII.

Miscellaneous.

Section 8.1 Limitation On Liability Of Issuer And Depositary.

No recourse shall be had for any claim based upon any obligation, covenant, representation or agreement contained herein against the Issuer, the Depositary or any official, officer, employee or agent of the Issuer or the Depositary, under any rule of law or equity, statutory or constitutional provision or by the enforcement of any penalty or assessment, it being understood that the Borrower expressly assumes all responsibility for full compliance with the terms and conditions of this Tax Agreement. The Borrower agrees to indemnify and hold harmless the Issuer and the Depositary (and all officials, officers, employees and agents of the Issuer or the Depositary) against any losses, claims or liabilities, joint or several, to which the Issuer or the Depositary (or such officials, officers, employees or agents) may become subject under federal or state laws or regulations, or otherwise, insofar as such losses, claims, damages or liabilities arise as a result of, or are based upon, a breach of any obligation, covenant or agreement contained herein. The provisions of this paragraph shall not apply in the case of (i) any gross negligence or willful misconduct on the part of the Depositary or the Issuer, or any official, officer, employee or agent of the Depositary or the Issuer, or (ii) the failure of the Depositary to maintain adequate records pursuant to Section 7.1 of this Tax Agreement.

Section 8.2 Fees And Expenses Of Rebate Expert; Appointment Of Rebate Expert By Issuer Or Depositary.

The Borrower agrees to pay the reasonable fees, expenses and charges of any Rebate Expert engaged in connection with this Tax Agreement. If the Borrower fails to engage a Rebate Expert at the times herein required, the Issuer or the Depositary may engage a Rebate Expert at the cost and expense of the Borrower.

Section 8.3 Reliance.

(a) The Borrower hereby certifies that (i) to the best of the Borrower's knowledge, information and belief, each of the facts, estimates and expectations set forth in this Tax Agreement (including the Exhibits hereto) relating to the Borrower, the Project, and the Bond is true and correct in all material respects as of the date hereof, (ii) to the best of the Borrower's knowledge, information and belief, the expectations herein contained relating to the Borrower, the Project and the Bond are reasonable, (iii) the Issuer and the Depositary may rely upon these representations in executing this Tax Agreement, (iv) Hopkins & Sutter, Bond Counsel, may rely upon these representations in delivering its opinion with respect to the exclusion from gross income of interest on the Bond for federal income tax purposes, and (v) to the best of the Borrower's knowledge, information and belief, there are no facts, estimates or expectations stated in this Tax Agreement in connection with the Project and the Bond.

(b) The Issuer hereby certifies that (i) to the best of its knowledge, information and belief, each of the facts, estimates and expectations set forth in this Tax Agreement (including the exhibits hereto) relating to the Bond is true and correct in all material respects as of the date hereof, (ii) to the best of its knowledge, information and belief, the expectations herein contained relating to the Bond are reasonable, (iii) the Borrower may rely upon these representations in executing this Tax Agreement, (iv) Hopkins & Sutter, Bond Counsel, may rely upon these representations in delivering its opinion with respect to the exclusion from gross income of interest on the Bond for federal income tax purposes, and (v) to the best of its knowledge, information and belief, there are no facts, estimates or circumstances that would materially change any of the facts, estimates or expectations stated in this Tax Agreement in connection with the Project and the Bond.

Section 8.4 Amendment.

The parties hereto agree that this Tax Agreement and the form of Excess Earnings Report attached hereto shall be amended from time to time, without the consent of the registered owner of the Bond, as shall be necessary, in the opinion of Bond Counsel, to preserve the exclusion of interest on the Bond from the gross income of the owner thereof for purposes of federal income taxation pursuant to Section 103 of the Code or as shall be permissible, in the opinion of Bond Counsel, without impairing such exclusion. Any such amendment shall be made by a written instrument executed by the Issuer, the Borrower and the Depositary, and no such amendment shall be made other than in accordance with an opinion of Bond Counsel as described in the preceding sentence.

Section 8.5 Severability.

If any clause, provision or section of this Tax Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

Section 8.6 Counterparts.

This Tax 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.

Section 8.7 Notices.

All notices, demands, communications and requests that may be or are required to be given hereunder or by any party hereto shall be given and shall have the same effect as provided in the Agreement for notices given thereunder.

Section 8.8 Successors And Assigns.

The terms, provisions, covenants and conditions on this Tax Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer, the Depositary and the Borrower.

Section 8.9 Headings.

The headings of this Tax Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Tax Agreement.

Section 8.10 Governing Law.

This Tax Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and, where applicable, the laws of the United States of America.

Article IX.

Issuer's Arbitrage Certification.

________________________, ____________________ of the City of Chicago, Illinois, hereby certifies on behalf of the Issuer that (i) he is the duly qualified ____________________ of the Issuer and, along with other officials of the Issuer, he is charged with the responsibility of issuing the Bond, and (ii) the certifications in Articles V, VI and VII are made pursuant to Section 148 of the Code and the applicable Regulations, including, in particular, Section 1.148-2(b)(2) of the Regulations, and represent the reasonable expectations of the Issuer on the date hereof with respect to the amount and use of the Proceeds.

In Witness Whereof, The Issuer, the Borrower and the Depositary (for the limited purpose set forth below) have caused this Tax Agreement to be executed in their respective names and by their proper officers thereunto duly authorized, all as of the day and year first written above.

City of Chicago, Illinois

By: ____________________________

Its: ____________________________

Attest:

____

City Clerk

X-Frame Partnership

By: ______________________________

Its: ______________________________

The Depositary is executing this Tax Agreement only for purposes of the Depositary's agreement in Section 7.1; Section 7.4; Section 8.1; and Section 8.3 hereof.

American National Bank and Trust Company of Chicago, as Depositary

By: ______________________________

Name: ______________________________

Title: ______________________________

[(Sub)Exhibit "B" referred to in this Arbitration and Tax Compliance Agreement unavailable at time of printing.]

(Sub)Exhibits "A", "C", "D" and "E" referred to in this Arbitration and Tax Compliance Agreement read as follows:

(Sub)Exhibit "A".
(To Arbitration And Tax Compliance Agreement)

Use Of Bond Proceeds.

Item/Description	Amount
______________________	______________

Item/Description	Amount
____________________	______________
____________________	______________
____________________	______________

(Sub)Exhibit "C".
(To Arbitration And Tax Compliance Agreement)

Asset-Reasonably Expected Economic Life.

Asset	Qualified Cost To Be Paid From Bond Proceeds	ADR Class[1]	Reasonably Expected Economic Life[1]	Cost x Life
	$			
TOTAL:	$			$

Average reasonably expected economic life of the portion of the Project financed with proceeds of the Bond (__________/$____________)

____

[1] The midpoint lives under the ADR system (the "asset guideline period", as set forth in Revenue Procedure 83-35) may be used where applicable. In the case of structures, the guideline lives under Revenue Procedure 62-21 may be used. If the economic life is determined by appraisal, an affidavit should be attached at Schedule I.

(Sub)Exhibit "D".
(To Arbitration And Tax Compliance Agreement)

Schedule Of Outstanding Bonds.

Series	Principal Amount Outstanding
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________

(Sub)Exhibit "E".
(To Arbitration And Tax Compliance Agreement)

Form Of Excess Earnings Report.

Report No. ______ Rebate Determination Date (1): ____________, ____

1. Bond Yield (2): ________%

2. Net Excess Earnings by Fund:

____

Notes And Instructions.

1. A Rebate Determination Date is either (a) December 31, 1999 (the "Initial Determination Date"), (b) every fifth anniversary of the Initial Determination Date or (c) the earlier of the scheduled final maturity date of the Bond or any date prior thereto on which the entire outstanding principal amount of the Bond is paid or retired.

2. The Bond Yield shall be computed in accordance with Regulations Section 1.148-4.

Fund	Future Value Of Nonpurpose Receipts (3)	Future Value Of Nonpurpose Payments (4)	Net Excess Earnings (5)
Project Fund	$	$	$

3. Rebate Amount (6) $________

Notes And Instructions.

3. "Future Value of Nonpurpose Receipts" means, in general terms, the future value, as of the Rebate Determination Date, of all amounts received on or before the Rebate Determination Date with respect to Nonpurpose Investments allocated to the Bond. All calculations necessary to determine the Future Value of Nonpurpose Receipts must be made in compliance with the rules set forth in Regulations Section 1.148-3 and the Regulations cited therein.

4. "Future Value of Nonpurpose Payments" means, in general terms, the future value, as of the Rebate Determination Date, of all amounts paid on or before the Rebate Determination Date with respect to Nonpurpose Investments allocated to the Bonds, including computation credits, if any. All calculations necessary to determine the Future Value of Nonpurpose Payments shall be made in compliance with the rules set forth in Regulations Section 1.148-3 and the Regulations cited therein.

5. Calculate the difference between Future Value of Nonpurpose Receipts and Future Value of Nonpurpose Payments for each Fund. Net Excess Earnings for any Fund may be a negative number.

6. On or before the sixtieth (60th) day following the fifth Bond Year and every fifth Bond Year thereafter, an amount not less than ninety percent (90%) of the amount set forth in Line 3 must be remitted to the Internal Revenue Service. In addition, on or before the sixtieth (60th) day following retirement of the Bond, one hundred percent (100%) of such amount must be remitted to the Internal Revenue Service. For mailing instructions, see the Arbitrage and Tax Compliance Agreement relating to the Bond.

Offer To Purchase.

$1,500,000

City Of Chicago, Illinois

Industrial Development Revenue Bond

(Kolcraft Enterprises, Inc. Project)

Series 1995.

September ____, 1995.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Gentlemen:

American National Bank and Trust Company of Chicago (the "Purchaser"), hereby offers to purchase at a price of one hundred percent (100%) of the aggregate principal amount the $1,500,000 City of Chicago, Illinois Industrial Development Revenue Bond (Kolcraft Enterprises, Inc. Project) Series 1995, dated on the date of issue (the "Bond"), maturing in installments in the amount and on the dates and bearing interest at the rates set forth herein.

This Offer to Purchase is conditioned on the following:

1. The delivery to us of an unqualified approving legal opinion of Hopkins & Sutter, Bond Counsel;

2. The execution, by the time of delivery of the Bond, of a Loan Agreement (the "Loan Agreement"), dated as of September 1, 1995, between you and X-Frame Partnership, an Illinois general partnership (the "Beneficiary"), and American National Bank and Trust Company of Chicago, not individually, but as trustee (the "Land Trustee") under Land Trust Agreement (the "Land Trust") dated August 1, 1995 and known as Trust No. 120107-08 (the Land Trustee and the Beneficiary are hereinafter referred to as the "Borrower"), in substantially the form presented to the meeting of your governing body on even date herewith;

3. The execution by the time of delivery of the Bond, of an Assignment of Loan Agreement (the "Assignment of Loan Agreement"), dated as of

September 1, 1995, from you to the Purchaser, in substantially the form presented to the meeting of your governing body on even date herewith;

4. The execution, by the time of delivery of the Bond, of a Disbursing Agreement (the "Disbursing Agreement"), dated as of September 1, 1995, among the Issuer, the Borrower and American National Bank and Trust Company of Chicago as Depositary in substantially the form presented to the meeting of your governing body on even date herewith;

5. The execution, by the time of delivery of the Bond, of a Mortgage and Security Agreement (the "Mortgage"), dated as of September 1, 1995, between the Borrower and the Purchaser;

6. The execution, by the time of delivery of the Bond, of an Arbitrage and Tax Compliance Agreement (the "Tax Agreement"), dated as of the date of issuance of the Bond, among the Borrower, the Issuer and the Depositary;

7. The execution, by the time of delivery of the Bond, of a Limited Guaranty Agreement dated as of September 1, 1995 (the "Limited Guaranty") from Sanfred Koltun (the "Guarantor") to the Purchaser and of a Guaranty Agreement dated as of September 1, 1995 (the "Corporate Guaranty") from Kolcraft Enterprises, Inc., a Delaware corporation (the "Lessee") to the Purchaser;

8. The execution by the time of delivery of the Bond, of an Assignment of Rents and Leases (the "Assignment of Rents and Leases") dated as of September 1, 1995 executed by the Borrower in favor of the Purchaser;

9. The execution, by the time of delivery of the Bond, of a Security Agreement (Assignment of Beneficial Interest) (the "Security Agreement") dated as of September 1, 1995 executed by the Beneficiary in favor of the Purchaser;

10. The execution, by the time of delivery of the Bond, of a Subordination, Attornment and Non-Disturbance Agreement (the "Subordination Agreement") executed by the Lessee and the Purchaser dated as of September 1, 1995;

11. The execution, by the time of delivery of the Bond, of an Estoppel Certificate executed by the Lessee;

12. The furnishing of certain documents and certificates by the Borrower, including the following and any other such items which may be required by the Purchaser:

(a) Extended coverage Mortgagee's Title Insurance Commitment issued by Ticor Title Insurance Company, in the amount of $1,500,000, committing to insure without exception other than Permitted

Encumbrances (as defined in the Loan Agreement) that the Mortgage is a valid first mortgage lien on a good and marketable fee simple title in the Project (as defined in the Loan Agreement), naming the Purchaser, as named insured, and being in such form as shall be approved by the Purchaser.

(b) A current certified survey of the Project Site (as defined in the Loan Agreement), prepared by a land surveyor registered in the State of Illinois, satisfactory to the Purchaser, containing a correct legal description of the Project Site and showing the dimensions, area, interior lot lines and location of the Project (as defined in the Loan Agreement) and the location of easements and adjoining streets. The survey shall show the absence of any encroachments, overhangs or overlaps.

(c) Executed copies, in forms subject to the approval of the Purchaser, of the Loan Agreement, the Disbursing Agreement, the Assignment of Loan Agreement, the Mortgage, the Tax Agreement, requisite UCC Financing Statements including UCC-1 and UCC-2 Financing Statements executed by each of the Land Trustee and the Beneficiary, the Limited Guaranty, the Corporate Guaranty, the Security Agreement, the Subordination Agreement and all other documents executed and delivered in connection with the purchase of the Bond by the Purchaser.

(d) A copy of the Bond Ordinance adopted September 13, 1995 duly certified by your City Clerk.

(e) Such certificates or policies of insurance as are required by the Mortgage.

(f) An executed copy of the Environmental Indemnity required by the Mortgage and a copy of the Borrower's Environmental Disclosure Document pursuant to the Illinois Responsible Property Transfer Act of 1988 ("I.R.P.T.A.") or evidence satisfactory to the Purchaser of exemption from I.R.P.T.A..

(g) A copy of the resolution of the Borrower authorizing the execution and delivery of the Loan Agreement, the Disbursing Agreement, the Mortgage, the Assignment of Rents and Leases, the Security Agreement, the Subordination Agreement, the Tax Agreement, the Inducement Letter dated September 13, 1995, among the Borrower, the Guarantor, the Issuer and the Purchaser, UCC Financing Statements and any and all documents required in connection with the purchase of the Bond by the Purchaser.

(h) A certified copy of the Partnership Agreement of the Beneficiary.

(i) A Certificate of the Partnership addressing such matters, and in form and substance as is acceptable to the Purchaser.

(j) A certified copy of the Land Trust Agreement.

(k) A certified copy of the Letter of Direction authorizing the execution of the documents to be signed by the Land Trustee.

(l) A certified copy of the Articles of Incorporation for the Lessee.

(m) A certified copy of the resolution and the bylaws of the Lessee authorizing the execution of the Lease, the Corporate Guaranty and such other documents as are required by the Purchaser in connection with the purchase of the Bond.

(n) An Incumbency Certificate of the Lessee.

(o) A Certificate of Good Standing of the Lessee.

(p) An MAI appraisal of the Project in form and substance satisfactory to the Purchaser.

(q) An environmental audit of the Project in form and substance satisfactory to the Purchaser.

(r) UCC, tax, judgment lien and pending litigation searches for the Borrower and the Guarantor.

(s) A copy of the Lease executed by the Lessee in form and substance satisfactory to the Purchaser.

(t) An ALTA Statement in form and substance satisfactory to the Purchaser.

(u) The opinion of Rosenthal and Schanfield, as counsel to the Borrower, the Guarantor and the Lessee, relating to the due authorization, execution and delivery of the documents referred to in paragraph (c) above and the authority of the Borrower, the Guarantor, and the Lessee to enter into the transactions contemplated thereby, stating that such documents are enforceable in accordance with their respective terms (except to the extent enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating or affecting the enforcement of creditors' rights generally, now or hereafter in effect, in form and substance satisfactory to the Purchaser.

(v) The opinion of the law department of the Issuer, relating to the legality of the proceedings authorizing the issuance of the Bond.

13. The lack of existence at or prior to the delivery of the Bond of conditions which would make interest on the Bond when offered taxable pursuant to the provisions of the Internal Revenue Code of 1986, as amended, or of pending legislation which would adversely affect the tax-exempt status of the Bond.

The Purchaser represents that it is purchasing the Bond for its own account for investment and not with a view to resale or for the distribution thereof. The Purchaser hereby acknowledges and represents that: (i) it is familiar with the Borrower, the Guarantor and the Lessee; (ii) it has been furnished certain business and financial information about the Borrower, the Guarantor and the Lessee; (iii) the Borrower, the Guarantor and the Lessee have made available to it the opportunity to obtain additional information to verify the accuracy of the information supplied and to evaluate the merits and risks of an investment in the Bond; (iv) it has had the opportunity to ask questions of and receive answers from representatives of the Borrower, from the Guarantor and the Lessee concerning the terms and conditions of the offering and the information supplied to it; and (v) it is not relying on you with respect to any information concerning the business and financial condition of the Borrower, the Guarantor or the Lessee, with respect to the evaluation of the merits and risks of an investment in the Bond or with respect to the terms and conditions of the offering and the information supplied to it.

The Purchaser acknowledges and represents that it has been advised that the Bond is not registered under the Securities Act of 1933, as amended (the "1933 Act"), and that the Borrower is not presently required to register under Section 12 of the Securities and Exchange Act of 1934, as amended (the "1934 Act"). The Purchaser, therefore, realizes that if and when it wishes to resell the Bond that there may not be available current business and financial information about the Borrower. Further, no trading market now exists for the Bond. Accordingly, the Purchaser understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to the maturity of the Bond may not be possible or may be at a price below that the Purchaser is paying for the Bond.

It is understood that the Purchaser has undertaken to verify the accuracy, completeness or truth of any statements made or omitted to be made concerning any of the material facts relating to this transaction, including information regarding the business and financial condition of the Borrower, the Guarantor and the Lessee. The Purchaser has been offered an opportunity to have made available to it any and all such information it might request from the Borrower, the Guarantor and the Lessee. On this basis, it is agreed by execution of this letter that the Purchaser is not relying on the Issuer or Bond Counsel to undertake the furnishing or verification of information regarding the business and financial condition of the Borrower, the Guarantor or the Lessee relating to this transaction.

This Offer to Purchase and the representations contained herein shall survive the sale and delivery of the Bond and continue in full force and effect until the Bond is paid in full.

This Offer to Purchase may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same agreement.

Very truly yours,

American National Bank and Trust
Company of Chicago

By: ______________________
Vice President

Accepted as of this date:

City of Chicago, Illinois

By: ______________________
Chief Financial Officer

By: ______________________
Chairman of Finance
Committee

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH COUNTY OF COOK FOR RELOCATION OF WATER MAIN.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Water to execute an agreement between the City of Chicago and Cook County concerning the relocation of a water main, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

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") and the County of Cook (the "County") in the interest of safe and efficient movement of vehicular and pedestrian traffic, find it necessary to lower the pavement grade of Western Avenue (1350 South) at the C.N.W.R.R.; and

WHEREAS, As part of said improvement it is necessary to relocate a sixteen (16) inch City water main; 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 Commissioner of the Department of Water is hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into and execute the contract substantially in the form of Exhibit A, attached hereto and made a part hereof.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Individual Project Agreement.

The County of Cook The City of Chicago	Western Avenue (1350 South) at the Chicago and Northwestern Railroad Section: 92-W9627-03-RP

This Agreement entered into as of this ____ day of ___________, 1995 by and between the City of Chicago, a municipal corporation and home rule governmental unit under Article VII, Sections 1 and 6(a) respectively, of the 1970 Constitution of the State of Illinois (the "City") acting by and through its Department of Water ("C.D.O.W.") and the County of Cook (the "County").

Witnesseth:

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

Whereas, The City and the County, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to lower the pavement grade of Western Avenue (1350 south) at the C.N.W.R.R.; the improvement identified as County Section Number 92-W9627-03-RP; and

Whereas, As part of said improvement it is necessary to relocate a sixteen (16) inch City of Chicago cast iron water main (the "Project") as more fully described in Section 2.01 of this Agreement;

Now, Therefore, For and in consideration of the benefits to be derived from the construction of the Project, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following terms and conditions:

Section 1.

Incorporation Of Recitals.

1.01

The above recitals are expressly incorporated herein and made a part of this Agreement.

Section 2.

Procedures For Work On The Project.

2.01 Description Of Project.

The County will abandon seven hundred (700) feet of sixteen (16)-inch cast iron water main and install seven hundred (700) feet of new sixteen (16)-inch ductile iron water main along with associated valves, hydrants, vaults, fittings and other necessary appurtenances along the west side of South

Western Avenue at the above location, as per plans prepared by the City of Chicago, Department of Water, attached hereto as (Sub)Exhibit A.

2.02 Contract.

The County shall cause to be supplied all materials and cause to be performed all tasks related to or necessary to the completion of the Project.

2.03 Drawings, Plans And Specifications.

The Project shall be performed in accordance with the drawings, plans (including schedules) Standards and Specifications submitted by the City for inclusion in the improvement plans. No material deviation from the submitted drawings, plans and specifications shall be made without prior written approval of the City.

2.04 Standard Of Performance.

All work associated with the Project shall be done in accordance with City of Chicago standards and shall be subject to the inspection and approval of engineers representing the City of Chicago at all times during construction and upon completion of the Project.

2.05 Audit, Inspection And Retention Of Records.

The County shall maintain records showing actual time devoted and costs incurred. The County shall permit the authorized representative of the City of Chicago to inspect and audit all data and records of the County or work done under this Agreement. The County shall make these records available at reasonable times during the Agreement period and for five (5) years from the date of final payment of City funds to the County.

Section 3.

Project Funds.

3.01 Project Estimate.

The total cost of the Project has been estimated by the City and the County to be One Hundred Fifty-six Thousand Eight Hundred Ninety-one Dollars and fourteen cents ($156,891.14), which the City agrees to be obligated to pay to the County.

3.02 County Funds.

The City of Chicago will be obligated to pay the County of Cook the total cost of the above Project which is estimated at One Hundred Fifty-six Thousand Eight Hundred Ninety-one Dollars and fourteen cents ($156,891.14) as indicated in the "Estimate of Cost" attached hereto as (Sub)Exhibit B. In the event that the costs for the Project exceed the aforesaid amount, the City agrees to pay all additional costs of the Project.

3.03 Method Of Reimbursement.

The County will apply to the Illinois Commerce Commission for reimbursement in an amount estimated to be Ninety-four Thousand One Hundred Thirty-four Dollars and sixty-eight cents ($94,134.68), sixty percent (60%) of the total cost, which will be credited toward the City of Chicago's obligation and thereby reduce the City of Chicago's share to an amount estimated to be Sixty-two Thousand Seven Hundred Fifty-six Dollars and forty-six cents ($62,756.46), forty percent (40%) of the total cost. After the project is completed and accepted by the City of Chicago, the County will bill the City of Chicago for their share of the cost.

Payment shall be by check, payable to the Treasurer of Cook County for deposit in County's Motor Fuel Tax Account 600-570, sent (or delivered) to the County Superintendent of Highways.

3.04 Non-Appropriation.

This Agreement is subject to the appropriation of funds as provided by law.

Section 4.

Miscellaneous Provisions.

4.01 Not A Joint Venture.

Nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the County or any of its officers, employees, or agents, thereof as an agent, representative or employee of the City for any purpose or in any manner whatsoever.

4.02 Interest Of Public Officials.

The City warrants and represents that: (1) no person holding any office of the City, either by election or appointment under the laws or constitution of this State, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in any contract or the performance of any work relating to the Project in the making or letting of which such officer has been called to act or vote; (2) no such officer represents either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work relating to the Project in regard to which such office has been called to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character.

4.03 Non-Liability Of Public Officials.

No official, employee or agent of either party shall be charged personally by the other or by any assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of the party's execution or attempted execution or because of any breach thereof.

4.04 Entire Agreement.

This Agreement shall constitute the entire Agreement between the parties, and no warranties, inducements, considerations, promises or other references shall be implied or impressed upon this Agreement that are not expressly stated herein.

4.05 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

4.06 Amendments.

No changes, amendments, modifications, cancellations or discharges of this Agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

4.07 Governing Laws.

This Agreement shall be governed in all respects in accordance with the laws of the State of Illinois.

4.08 Cooperation.

The parties hereby agree to use their best efforts and good faith in the performance of this Agreement and to cooperate with each other in the completion of the Project provided for hereunder.

4.09 Assignment.

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

4.10 Maintenance.

There shall be no change in maintenance responsibility as a result of this Project.

Section 5.

Notices.

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

If To The City:	City of Chicago Department of Water 1000 East Ohio Street Chicago, Illinois 60611 Attention: Commissioner
With A Copy To:	Department of Law City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel

If To The County: Cook County
Department of Highways
118 North Clark Street
Chicago, Illinois 60602

With A Copy To: Cook County State's Attorney's Office

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

In Witness Whereof, The City and the County have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the City of Chicago

This ________ day of ____________, 1995.

By: ______________________________
Commissioner,
Chicago Department of Water

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

____
Assistant Corporation Counsel

Approved:

By: ______________________
Budget Director

Executed by the County of Cook

This ____ day of __________, 1995.

By: ______________________
President,
Cook County Board

Attest: ______________________
County Clerk

By: ______________________
Superintendent of Highways,
Highway Department of
Cook County

Reviewed As To Form
(subject to proper execution):

____
Assistant State's Attorney

(Sub)Exhibit "A" referred to in this Individual Project Agreement unavailable at time of printing.

(Sub)Exhibit "B" referred to in this Individual Project Agreement reads as follows:

(Sub)Exhibit "B".
(To Individual Project Agreement)

Summary

Estimate Of Cost.

Project No. 93-05:05.00

Order No. ....

Appropriation No. .... Reimbursable Fund

Labor	$35,902.90	
Plus 74.81% Overhead	26,858.96	
Total	$62,761.86	
Plus 7.41% Preliminary Engineering	$ 4,650.65	
Plus 1.55% Construction Engineering	$ 972.81	
Total Labor		$68,385.32
Total Equipment		$23,288.60
Total Restoration (Contract)		$ 0.00
Inventory Material	$34,545.48	
Plus 70.57% Overhead	$24,378.74	

Total Inventory Material	$ 58,924.22
Total Job Site Delivery Material	$ 6,293.00
Total Dump Site Charges	$ 0.00
GRAND TOTAL ESTIMATED COST:	$156,891.14

Summary Of Labor And Equipment Hours.

Labor

Title	Rate	Total Hours	Total Cost
Foreman	26.300	128.00	$3,366.40
Caulker/Plumber	24.800	240.00	5,952.00
Laborer (Top)	20.150	410.00	8,261.50
Laborer (Bottom)	20.500	272.00	5,576.00
Bricklayer	23.280	16.00	372.48
Hoisting Engr. (T&G)	26.000	195.00	5,070.00
Hoisting Engr. (Hi Lift)	22.500	56.00	1,260.00
Hoisting Engr. (Comp)	23.050	68.00	1,567.40
Truck Driver	19.300	228.00	4,400.40
Engineering Technician	19.180	4.00	76.72
TOTAL LABOR		1,617.00	$35,902.90

Summary Of Labor And Equipment Hours.

Equipment

Type		Rate	Total Hours	Total Cost
Dump Truck 10 Ton	C	14.300	80.00	$1,144.00
Service Truck	C	8.850	132.00	1,168.20
Mason Truck	C	14.300	16.00	228.80
Dump Truck (H.D.X.T.)	H	41.150	168.00	6,913.20
Hi Lift 2 1/2 Cu. Yd. Cap.	C	15.000	70.00	1,050.00
Frt End Loader/Bkhoe 3/4 Cy Cap.	C	19.400	108.00	2,095.20
Compressor (Portable)	C	3.300	44.00	145.20
Compressor (365 CF)	C	15.600	68.00	1,060.80
Truck Crane 15 Ton	C	28.000	8.00	224.00
Crawler Backhoe (1 1/2 Cu. Yd. Cap.)	C	144.30	56.00	8,080.80
Ramhoe	H	22.410	40.00	896.40
Flasher Barricades	H	0.094	3,000.00	282.00
Diapram Pumps -- 3 inch	C	0.000	16.00	0.00
TOTAL EQUIPMENT			3,806.00	$23,288.60

Inventory Material.

Commodity Code Number	Description	Size	Quantity	Price	Unit Of Measure	Amount
02-4299-5580	Ci. Cb. Val. Bas. Std.	0	2.00	$87.10	Each	$ 174.20
02-4574-6320	Ci. Lid. Val. Bas.	0	2.00	39.98	Each	79.96
05-1452-9720	Brick	0	2.00	130.00	M.	260.00
05-2057-4280	Cement Masonry	70	18.00	3.60	Bag	64.80
05-8228-6640	Sand Torpedo No. 8	0	1.50	9.55	Tons	14.33
27-0647-4404	Bend. MJ 2B	4 inches by 1/8	2.00	50.63	Each	101.26
27-0647-4406	Bend. MJ 2B	6 inches by 1/8	4.00	57.96	Each	231.84
27-0647-4408	Bend. MJ 2B	8 inches by 1/8	2.00	92.66	Each	185.32
27-0647-4416	Bend. MJ 2B	16 inches by 1/8	4.00	454.20	Each	1,816.80
27-1567-5004	Cap. MJ	4 inches	1.00	20.76	Each	20.76
27-1567-5006	Cap. MJ	6 inches	2.00	27.35	Each	54.70
27-1567-5016	Cap. MJ	16 inches	1.00	210.04	Each	210.04
27-4283-1003	Restrnt. Meglug. MJ	3 inches	1.00	12.07	Each	12.07
27-4283-1004	Restrnt. Meglug. MJ	4 inches	7.00	12.84	Each	89.88
27-4283-1006	Restrnt. Meglug. MJ	6 inches	14.00	14.99	Each	209.86

Commodity Code Number	Description	Size	Quantity	Price	Unit Of Measure	Amount
27-4283-1008	Restrnt. Meglug. MJ	8 inches	10.00	$ 23.06	Each	$ 230.60
27-4283-1016	Restrnt. Meglug. MJ	16 inches	23.00	63.31	Each	1,456.13
27-4651-4020	Hydt. Chgo. MJ	4½ inches	2.00	928.00	Each	1,856.00
27-5985-3959	Offset MJ B & PE	8 inches by 12 inches	2.00	321.00	Each	642.00
27-6353-3004	Plug. MJ	4 inches	1.00	15.00	Each	15.00
27-6353-3006	Plug. MJ	6 inches	2.00	24.30	Each	48.60
27-6353-3008	Plug. MJ	8 inches	1.00	40.50	Each	40.50
27-6721-7904	Red. SB. MJ	4 inches by 3 inches	1.00	38.50	Each	38.50
27-7639-5103	Sleeve MJ Lng. Pat.	3 inches	1.00	45.00	Each	45.00
27-7639-5106	Sleeve MJ Lng. Pat.	6 inches	2.00	70.00	Each	140.00
27-7639-5108	Sleeve MJ Lng. Pat.	8 inches	1.00	96.00	Each	96.00
27-7639-5116	Sleeve MJ Lng. Pat.	16 inches	2.00	239.40	Each	478.80
27-8145-9842	Tee MJ 3B	16 inches by 6 inches	2.00	726.00	Each	1,452.00
27-8145-9842	Tee MJ 3B	16 inches by 6 inches	1.00	726.00	Each	726.00
27-8145-9844	Tee MJ 3B	16 inches by 8 inches	3.00	548.00	Each	1,644.00

Commodity Code Number	Description	Size	Quantity	Price	Unit Of Measure	Amount
27-9479-5408	Valve Gate MJ w/AC	8 inches	1.00	$ 624.00	Each	$ 624.00
27-9479-5416	Valve Gate MJ w/AC	16 inches	1.00	3,790.00	Each	3,790.00
27-9847-9804	Wedge Valve	4 inches	1.00	0.17	Each	0.17
27-9847-9806	Wedge Valve	6 inches	2.00	2.80	Each	5.60
39-7052-8188	Pipe Di. Po.	4 inches	6.00	5.48	Foot	32.88
39-7052-8190	Pipe Di. Po.	6 inches	12.00	7.49	Foot	89.88
39-7052-8192	Pipe Di. Po.	8 inches	72.00	10.75	Foot	774.00
39-7052-8198	Pipe Di. Po.	16 inches	700.00	23.72	Foot	16,604.00
39-9996-1240	Tubing Poly.	16 inches	1000.00	0.19	Foot	190.00
	Total Inventory Material:					$34,545.48
	70.57% Overhead:					24,378.74
	GRAND TOTAL INVENTORY MATERIAL:					$58,924.22

Job Site Delivery Material.

Commodity Code Number	Description	Size	Quantity	Price	Unit Of Measure	Amount
05-9075-5472	Sand Block Bwd.-6	0	700.00	$8.99	Ton	$6,293.00
	TOTAL JOB DELIVERY MATERIAL:					$6,293.00

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, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred February 8, May 2, June 14, July 13 and August 2, 1995, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, refund of fees and waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 and orders, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Archdiocese Of Chicago/Our Lady Of Tepeyac 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 Archdiocese of Chicago/Our Lady of Tepeyac Church for rehabilitation of existing interior structure at Our Lady of Tepeyac Church on the premises known as 2226 South Whipple Street.

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

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

Archdiocese Of Chicago/Province Of Saint Joseph Of The Capuchin Order.

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 Archdiocese of Chicago/Province of Saint Joseph of the Capuchin Order for construction on the premises located at 3407 -- 3419 South Archer Avenue and 3415 -- 3417 South Damen Avenue.

Said building shall be used exclusively for charitable 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.

Calvary Missionary Baptist Church

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

SECTION 1. That the Commissioner of Water remove the inactive water service taps and water cutoffs, cap and seal the new water service and the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Calvary Missionary Baptist Church, for a cultural center on the said premises known as 8247 South Jeffery Boulevard.

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.

Catholic Archdiocese/Saint Richard 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/Saint Richard Church for participation in the

Noise Abatement Program for the school building on the premises known as 5025 South Kenneth 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/Saint Symphorosa 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/Saint Symphorosa Church for participation in the Noise Abatement Program for the school building on the premises known as 6124 South Austin 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.

Centers For New Horizons, 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 the Centers for New Horizons, Inc., for rehabilitating the kitchen, replacing ceiling throughout the Center, and installing shelves in the five classroom storage areas, on the premises known as 6225 South Wabash Avenue.

Said building shall be used exclusively for a day care center 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 the premises known as 120 North Parkside Avenue.

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

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

Claretian Medical Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Claretian Medical Center, for complete renovation of existing structure and construction of a third floor to the administrative building on the premises known as 2945 East 91st Street.

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

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

Illinois Institute Of Technology Research Institute.
(3440 South Dearborn Street)

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 the Illinois Institute of Technology Research Institute, for rehabilitation of existing property on the premises known as 3440 South Dearborn 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.

Illinois Institute Of Technology Research Institute.
(3350 South Federal Street)

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 the Illinois Institute of Technology Research Institute, for rehabilitation of existing property on the premises known as 3350 South Federal 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.

Illinois Institute Of Technology Research Institute.
(3441 South Federal Street)

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 the Illinois Institute of Technology Research Institute, for rehabilitation of existing property on the premises known as 3441 South Federal 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.

Illinois Institute Of Technology Research Institute.
(3458 South Federal Street)

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 the Illinois Institute of Technology Research Institute, for rehabilitation of existing property on the premises known as 3458 South Federal 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.

Illinois Institute Of Technology Research Institute.
(35 West 34th Street)

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 the Illinois Institute of Technology Research Institute, for rehabilitation of existing property on the premises known as 35 West 34th 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.

Illinois Institute Of Technology Research Institute.
(10 West 35th Street)

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 the Illinois Institute of Technology Research Institute, for rehabilitation of existing property on the premises known as 10 West 35th Street.

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

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

The Menomonee Club For Boys And Girls.

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 The Menomonee Club for Boys and Girls, for new construction on the premises known as 940 West Weed 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.

Neighborhood Housing Services.
(10503 South Edbrooke Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary demolition permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Neighborhood Housing Services, for the premises known as 10503 South Edbrooke 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.

Neighborhood Housing Services.
(10511 South Edbrooke Avenue)

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary demolition permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Neighborhood Housing Services, for the premises known as 10511 South Edbrooke 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.

Neighborhood Housing Services.
(116 East 107th Street)

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 demolition permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Neighborhood Housing Services, for the premises known as 116 East 107th Street.

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

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

Saint Basil Greek Orthodox Church.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to issue all the necessary permits without fees to Saint Basil Greek Orthodox Church, in connection with the Saint Basil Greek Orthodox Church Picnic to be held at 733 South Ashland Avenue on September 8, 9 and 10, 1995.

Trinity United Church Of Christ.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge (including water cutoffs, capping and sealing new water service), notwithstanding other ordinances of the City of Chicago to the contrary, to the Trinity United Church of Christ, for major rehabilitation of the existing Church structure, including construction of a mezzanine section, classrooms and offices, installation of an automatic fire sprinkler system and extension of fire alarm system on the premises known as 532 West 95th Street.

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

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

LICENSE FEE EXEMPTIONS.

Food Dispenser.

Mount Sinai Hospital And Medical Center.

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following hospital is hereby exempted from the payment of the annual Food Dispenser License fee (Code 1302) for the period of February 16, 1995 through February 15, 1996:

Mount Sinai Hospital and Medical Center
1501 South Fairfield Avenue.

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

Northwestern Memorial Hospital.
(Prentice Cafeteria)

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

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following hospital is hereby exempted from the payment of the annual Food Dispenser License fee (Code 1302) for the period of August 16, 1995 through August 15, 1996:

Northwestern Memorial Hospital
Prentice Cafeteria
303 East Superior Street.

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

Home.

The Admiral.

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 Chicago, the following home for the aged is hereby exempted from the payment of the annual license fee (Code 1362) for the period of August 16, 1995 through August 15, 1996:

The Admiral
909 West Foster Avenue.

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

Ada S. McKinley Davis House.

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 Chicago and in accordance with a favorable inspection report from the Department of Health, the following charitable institution is hereby exempted from payment of the annual Home License fee provided therefor in Section 4-5-010, beginning January 1, 1995 and ending December 31, 1995:

Ada S. McKinley Davis House
100 East 34th Street.

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

Society For The Danish Old People's 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 Chicago, the following home for the aged is hereby exempted from the payment of the annual Home License fee for the period of August 16, 1995 through August 15, 1996:

Society for the Danish Old People's Home
5656 North Newcastle Avenue.

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

Occupancy.

Second Unitarian Church Of Chicago.

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 and in accordance with a favorable inspection by the Department of Buildings, the following Church is hereby exempted from the payment of the annual Occupancy Capacity License fee, for the year 1995:

Second Unitarian Church of Chicago
656 West Barry Avenue.

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

REFUND OF FEES.

Building Permit.

Trilogy, Inc.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $2,044.00 to Trilogy, Inc., 1400 West Greenleaf Avenue, representing payment of Permit No. B-805287 for rehabilitation of an existing structure.

Travelers & Immigrants Aid.
(Neon Street Center)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $700.00 to Travelers & Immigrants Aid, 208 South LaSalle Street, Suite 1818, Chicago, Illinois 60604, representing payment of building permit fees for the rehabilitation of the Neon Street Center, 5th Floor, 4750 North Sheridan Road.

Travelers & Immigrants Aid.
(Rafael Center Program)

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $1,459.00 to Travelers & Immigrants Aid, 208 South LaSalle Street, Suite 1818, Chicago, Illinois 60604, representing payment of building permit fees for the repair/remodeling of the Rafael Center Program on the second floor of 4750 North Sheridan Road.

Sidewalk Permit.

DevCorp North.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to refund the amount of $50.00 to DevCorp North, 1448 West Howard Street, representing payment of a sidewalk permit fee, Permit No. 2529709, issued June 21, 1995.

Towing And Storage.

Ms. Geri Dunlap.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $325.00 to Geri Dunlap, of 912 West Dakin Street, Chicago, Illinois 60613, representing payment of towing and storage fees for her vehicle which was improperly towed as a hazard from 926 West Dakin Street.

WAIVER OF FEES.

Food Vendor And Itinerant Merchant License.

Immaculate Conception Annual Summerfest Carnival.

Ordered, That the Director of the Department of Revenue waive the Food Vendor and Itinerant Merchant License fees for the participants in the Immaculate Conception Annual Summerfest Carnival, to be conducted on West 44th Street, between South California Avenue and South Washtenaw Avenue, for the period of August 22, 1995 through August 28, 1995, during the hours of 9:00 A.M. to 12:00 Midnight.

Service Fees.

Puerto Rican Cultural Center.

Ordered, That the City Comptroller is hereby authorized and directed to waive the service fees that will be charged to the Puerto Rican Cultural Center who will hold their annual festival, the Fiesta Boricua on Calle Pedro Albizu Campos, September 17, 1995 in the 26th Ward and the 1st Ward.

REQUEST FOR SUBMISSION OF ORDER FOR WAIVER OF PERMIT FEES IN CONNECTION WITH DEMOLITION OF FALSTAFF BREWING COMPANY AT 4000 EAST 103RD STREET.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution presented by Alderman Buchanan (10th Ward) requesting that an order be entered to waive the permit fees for the Paul Kalmanovitz Charitable Foundation in connection with the demolition of all or any of the Falstaff Brewing Company at 400 East 103rd Street, 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 Falstaff Brewing Corporation plant at 4000 East 103rd Street has been closed for more than fifteen years; and

WHEREAS, The forty inter-connected buildings on the site are in disrepair and potentially a dangerous nuisance and present an unsightly gateway to the City from the southwest; and

WHEREAS, The assets of the Falstaff Brewing Corporation have been poured into a charitable trust called the Paul Kalmanovitz Charitable Foundation founded by the late Paul Kalmanovitz for the purpose of aiding hospitals and institutions of higher learning; now, therefore,

Be It Resolved, That a proposed order be entered authorizing the Director of Revenue to waive any and all permit fees in connection with the demolition of all or any of the Falstaff Brewing Corporation plant located at 4000 East 103rd Street, including the use of water (specifically current, past and future water bills), sanitation, police and fire.

CONSIDERATION FOR INSTALLATION OF ALLEYLIGHTS AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) orders introduced by the aldermen indicated authorizing the consideration for installation of alleylights at specified locations:

Alderman Steele	7108 South Union Avenue and 7513 -- 7553 South Evans Avenue; and
Alderman Buchanan	12939 South Manistee Avenue,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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):

7108 South Union Avenue And 7513 -- 7553 South Evans Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of alleylights in back of the following premises:

7108 South Union Avenue

7513 South Evans Avenue

7521 South Evans Avenue

7525 South Evans Avenue

7533 South Evans Avenue

7537 South Evans Avenue

7541 South Evans Avenue

7543 South Evans Avenue

7547 South Evans Avenue

7553 South Evans Avenue

12939 South Manistee Avenue.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight on the pole in back of the premises located at 12939 South Manistee Avenue.

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

The Committee on Finance submitted the following report:

CHICAGO, September 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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
Bethany Home and Hospital, Methodist Church 5025 North Paulina Street	Invoice Number 95840002198 (Signs)	$ 40.00
	Invoice Number 95840002199 (Signs)	40.00
	Invoice Number 95840002200 (Signs)	40.00
	Invoice Number 95840002201 (Signs)	80.00
	Invoice Number 95840002202 (Signs)	80.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	Invoice Number 95840002203 (Signs)	$ 40.00
	Invoice Number 95840002204 (Signs)	40.00
Bridgeport Day Care 3053 South Normal Avenue	P1-206306 (Fuel Burn. Equip.)	127.00
Chicago Boys Club 2950 West 25th Street	P1-501961 (Fuel Burn. Equip.)	310.00
Chicago Loop Synagogue 16 South Clark Street	B3-503358 (Pub. Place of Assemb.)	60.00
	B3-503827 (Pub. Place of Assemb.)	60.00
Consulate General of The People's Republic of China in Chicago 100 West Erie Street	B1-504867 (Bldg.)	60.00
42nd Ward Democratic Organization 945 North State Street	D1-401183 (Sign)	22.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Illinois College of Podiatric Medicine 1001 North Dearborn Street	Account Number RO3299252-A (Sign)	$40.00
Japanese American Service Committee 4427 North Clark Street	A1-502457 (Elev.)	50.00
Jewish Federation of Metropolitan Chicago 618 South Michigan Avenue	B3-503323 (Pub. Place of Assemb.)	60.00
	B3-503501 (Pub. Place of Assemb.)	60.00
	B3-503605 (Pub. Place of Assemb.)	60.00
	B3-503767 (Pub. Place of Assemb.)	60.00
	B3-503771 (Pub. Place of Assemb.)	60.00
	B3-503857 (Pub. Place of Assemb.)	60.00
Lutheran School of Theology at Chicago (various locations)	B1-505558 (Bldg.)	60.00
	B1-505589 (Bldg.)	40.00
	B1-505614 (Bldg.)	60.00
	B1-505663 (Bldg.)	80.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Methodist Hospital of Chicago (various locations)	B3-502593 (Pub. Place of Assemb.)	$ 60.00
	P1-500726 (Fuel Burn. Equip.)	1,560.00
	P1-501563 (Fuel Burn. Equip.)	45.00
	P1-502187 (Fuel Burn. Equip.)	45.00
North Park College (various locations)	B1-405576 (Bldg.)	60.00
	B1-406652 (Bldg.)	60.00
	B1-409543 (Bldg.)	40.00
	B1-409982 (Bldg.)	40.00
	B1-417855 (Bldg.)	80.00
	B1-503148 (Bldg.)	40.00
	B1-503209 (Bldg.)	40.00
	B1-503913 (Bldg.)	60.00
	B1-504652 (Bldg.)	60.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	C2-400898 (Refrig.)	$ 431.00
	P1-404284 (Fuel Burn. Equip.)	39.00
	P1-404478 (Fuel Burn. Equip.)	39.00
Norwegian Lutheran Home 2833 North Nordica Avenue	Invoice Number 95840003484 (Sign)	40.00
Resurrection Health Center 3204 North Oak Park Avenue	D1-500819 (Sign)	22.00
	D1-500820 (Sign)	22.00
	D1-500821 (Sign)	22.00
	D1-500822 (Sign)	22.00
	D1-500823 (Sign)	22.00
	D1-500824 (Sign)	238.00
	D1-501479 (Sign)	128.00
	D1-501559 (Sign)	22.00
	D1-501560 (Sign)	22.00

Name And Address	Warrant Number And Type Of Inspection	Amount
	D1-501561 (Sign)	$ 22.00
	D1-501562 (Sign)	240.00
Saint Gertrude Church 6200 North Glenwood Avenue	Invoice Number 95840000338 (Sign)	40.00
Saint John Willing Workers Church 5842 West North Avenue	D1-509660 (Sign)	22.00
Saint Joseph Hospital (various locations)	Invoice Number 95840002066 (Sign)	530.00
	Invoice Number 95840003063 (Sign)	60.00
Saint Mary of Nazareth Hospital Center 2233 West Division Street	P1-502337 (Fuel Burn. Equip.)	1,670.00
Scholl College of Podiatric Medicine 1001 North Dearborn Street	F4-503826 (Mech. Vent.)	456.00
Young Men's Christian Association 3039 East 91st Street	D1-503449 (Sign)	89.20

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY CHICAGO OSTEOPATHIC MEDICAL CENTER.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance introduced by Alderman Preckwinkle (4th Ward) authorizing the reduction in license fees for the employment of nine special police at Chicago Osteopathic Medical Center for the year 1995, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 Chapter 4-280-050 of the Municipal Code of Chicago, the following charitable institution employs nine (9) special police and shall pay a fee of Ten and no/100 Dollars ($10.00) per license for the year 1995:

Chicago Osteopathic Medical Center
5200 South Ellis Avenue.

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

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, September 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 6743 through 6750 of this Journal.]

(Continued on page 6751)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/95

REGULAR ORDERS

*********** EMPLOYEE NAME ***********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AMATO	STEVEN	POLICE OFFICER	TENTH DISTRICT	5/22/95	176.85
ANDERSON	DONALD	POLICE OFFICER	NINETEENTH DISTRICT	11/25/94	80.00
ANGELO	DEAN	POLICE OFFICER	SIXTEENTH DISTRICT	1/18/95	770.00
ANNERINO	AUGUST J	POLICE OFFICER	TENTH DISTRICT	5/20/95	209.70
BAILEY	LESTER A	POLICE OFFICER	UNKNOWN	4/03/95	60.39
BARRETT	DAVID	POLICE OFFICER	NINTH DISTRICT	2/01/95	210.00
BARRINS	PATRICK J	POLICE OFFICER	FIFTH DISTRICT	11/08/94	1022.00
BEMIS	JOEL F.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/12/94	68.00
BERRY	LEON	POLICE OFFICER	FOURTEENTH DISTRICT	5/25/95	225.00
BIGGANE	MARIE H	POLICE OFFICER	SEVENTH DISTRICT	11/26/94	182.32
BIZARRO	JULIO J	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/02/94	182.32
BONADURER	RONALD	POLICE OFFICER	FIFTH DISTRICT	12/07/94	1511.00
BONDI	ROBERT J	POLICE OFFICER	ELEVENTH DISTRICT	10/17/94	14.00
BOYLE	MARY T	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	5/23/95	258.00
BRUECK	RICHARD A	POLICE OFFICER	SEVENTEENTH DISTRICT	5/19/95	3385.00
BUBALO	MILAN M	POLICE OFFICER	RECRUIT TRAINING	3/08/95	101.00
BURDA	AUGUST G	POLICE OFFICER	UNKNOWN	5/19/92	1234.53
BURTON	CRAIG E	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/07/95	917.52
CAMPBELL	WAYNE C	POLICE OFFICER	NINTH DISTRICT	5/15/95	90.00
CIPUN	JUANITA	POLICE OFFICER	FIFTEENTH DISTRICT	2/26/93	34.25
COLLIER III	WALTER	POLICE OFFICER	EIGHTEENTH DISTRICT	10/02/94	1095.15
COLVIN	PATRICK	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/16/95	150.00
CONROY	PATRICK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/09/94	82.84
CURLEY	RICHARD	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	10/26/93	70.00
DALTO	ALYCE M	POLICE OFFICER	EIGHTH DISTRICT	4/23/93	4663.75
DOBBS	DARRELL	POLICE OFFICER	SECOND DISTRICT	10/16/94	4240.10
DOLL	SUSAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/03/91	3165.60
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/88	55525.21
ECHEVERRIA	CESAR F	POLICE OFFICER	FOURTEENTH DISTRICT	6/29/92	56.00
EILAND	DAVID	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/22/94	2430.00
ESPINOSA	JESUS	POLICE OFFICER	ELEVENTH DISTRICT	6/26/94	95.00
EVANS	LYLE	POLICE OFFICER	SEVENTH DISTRICT	9/15/93	151.00
FARRELL	ROBERT J	POLICE OFFICER	SEVENTEENTH DISTRICT	7/12/80	761.50
FLORES	DIONISIO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/17/94	45.00
FLYNN	EDWARD	POLICE OFFICER	NINETEENTH DISTRICT	3/23/95	154.00
FURMANEK	JOSEPH A	POLICE OFFICER	EIGHTH DISTRICT	11/20/85	780.00
GARRITY	MARTIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/01/95	812.10
GAVIN	ANGEL L	POLICE OFFICER	NINTH DISTRICT	3/05/95	182.32
GILL	MICHAEL	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	10/30/94	1205.00
GOGGIN	NICHOLAS	POLICE OFFICER	SEVENTEENTH DISTRICT	6/10/95	344.40
GOLUBIAK	DAVID	POLICE OFFICER	DETECTIVE DIV AREA 1 ADMINISTR	1/22/95	45.00
GONZALEZ	JORGE	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/31/95	40.00
GRANTZ	JOHN	POLICE OFFICER	DETAIL UNIT	9/06/94	35.00
GRECO	SAMUEL	POLICE OFFICER	FOURTEENTH DISTRICT	2/28/95	215.00
GRIFFIN	JAMES L	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/23/93	51.00
GUERRIERI	VICTOR	POLICE OFFICER	FIFTEENTH DISTRICT	9/06/94	3013.00
HAGE	RONALD	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	12/02/94	506.00
HANSON	JAMES B	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/07/95	850.00
HARRELL	MCKENLLEY	POLICE OFFICER	FIFTEENTH DISTRICT	3/06/94	44.55

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CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/95

REGULAR ORDERS

************ EMPLOYEE NAME ************		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HARRIS	DALE J	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	3/22/94	794.16
HAYNES	DAVID	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/16/94	2275.00
HAYNES	SHERRY	POLICE OFFICER	FIFTH DISTRICT	3/04/94	11.00
HERNANDEZ	SERGIO L	POLICE OFFICER	TWELFTH DISTRICT	1/22/95	101.90
HERRERA	RICARDO	POLICE OFFICER	NINTH DISTRICT	1/16/95	672.00
HERRING	PATRICIA	POLICE OFFICER	SEVENTH DISTRICT	8/25/93	100.00
HETHCOAT	ROBERT E	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/25/94	850.00
HITIRIS	EVANGELOS	POLICE OFFICER	TWENTIETH DISTRICT	12/10/94	197.00
HOLDEN	JOHN K	POLICE OFFICER	DETECTIVE DIV AREA 2 ADMINISTR	5/25/95	225.00
HOLLOWAY	DAVID	POLICE OFFICER	EIGHTEENTH DISTRICT	11/03/94	270.00
HOOKER	DANIEL P	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/20/95	428.00
JACKSON	EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	3322.90
JAMES-RILEY	KATHLEEN	POLICE OFFICER	PUBLIC TRANSPORTATION M. T. S.	6/30/88	1330.00
JOHNSON	RICHARD T	POLICE OFFICER	FOURTH DISTRICT	9/19/94	600.00
JONES	BARBARA A	POLICE OFFICER	SIXTH DISTRICT	1/18/95	975.00
KIEDUK	GARY M	POLICE OFFICER	EIGHTEENTH DISTRICT	6/04/94	2805.00
KLARK	EDWARD P	POLICE OFFICER	TRAFFIC COURT SECTION	12/20/83	93.00
KLEINER	RALPH	POLICE OFFICER	FIRST DISTRICT	4/04/95	245.00
KOENIGSHOFER	COLLEEN	POLICE OFFICER	EIGHTH DISTRICT	7/08/94	365.00
KOLODZIEJ	JAMES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/15/95	27.00
KONRATH	STEVE J	POLICE OFFICER	SEVENTH DISTRICT	4/08/95	196.39
KOSIEWICZ	DAVID	POLICE OFFICER	EIGHTH DISTRICT	4/14/95	204.34
KUBIAK	RONALD S	POLICE OFFICER	FIFTH DISTRICT	10/10/94	140.00
KULEKOWSKIS	THOMAS G	POLICE OFFICER	FIRST DISTRICT	6/09/94	27.00
LACEY	MICHAEL A	POLICE OFFICER	THIRD DISTRICT	4/30/95	562.50
LEAHY	DANIEL	POLICE OFFICER	TWELFTH DISTRICT	7/15/94	45.00
LEMON	KAREN L	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/30/94	150.00
LEWIS	JOHNACE B	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/21/94	1930.00
LIEBERMAN	MORTON E	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/11/91	65.00
LINNANE	THOMAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/20/94	29.00
LISKA	DENICE M	POLICE OFFICER	FIRST DISTRICT	8/20/93	140.00
LOPRESTI	MICHAEL	POLICE OFFICER	NINETEENTH DISTRICT	5/29/95	298.00
LOVE	CAROLE T	POLICE OFFICER	THIRD DISTRICT	12/27/93	217.00
LUCAS	DARCEL	POLICE OFFICER	SECOND DISTRICT	6/30/94	145.25
LUCAS	DARCEL	POLICE OFFICER	SECOND DISTRICT	6/23/95	340.00
LUTHER	PATRICIA L	POLICE OFFICER	NINETEENTH DISTRICT	3/09/95	3053.38
MACKERT	JAMES M	POLICE OFFICER	EIGHTH DISTRICT	4/29/95	527.40
MAJESKE	CAROL A	POLICE OFFICER	NINTH DISTRICT	8/16/93	5.00
MANELLA	DAVID J	POLICE OFFICER	TWELFTH DISTRICT	4/13/95	374.39
MANN	CRESSENT J	POLICE OFFICER	NARCOTICS SECTION	9/21/94	480.00
MAZUR	SANDY L	POLICE OFFICER	NINETEENTH DISTRICT	6/06/95	75.80
MCCAFFERTY	PATRICK J	POLICE OFFICER	NINTH DISTRICT	2/16/94	10.00
MCCANN	EDDIE	POLICE OFFICER	UNKNOWN	2/16/92	211.00
MCGEE	JOHN T	POLICE OFFICER	SEVENTH DISTRICT	7/23/94	316.00
MEADOR	JAMES R	POLICE OFFICER	MARINE UNIT	4/04/95	913.00
MEDOW	BRANDON	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/14/95	239.00
MINT	RICHARD R	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/01/94	539.91
MOCADLO	STANLEY F	POLICE OFFICER	IDENTIFICATION SECTION	11/29/94	1797.00
MORALES	DIANA	POLICE OFFICER	FIRST DISTRICT	6/14/95	275.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/95

REGULAR ORDERS

************ EMPLOYEE NAME ************		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MORAN	JOHN W	POLICE OFFICER	RECRUIT TRAINING	4/10/95	195.89
MOSS	HARLON K	POLICE OFFICER	SIXTH DISTRICT	11/26/94	642.00
MULKERIN	JOHN T	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/92	1852.00
MULLINS	TERRENCE K	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/27/95	850.00
MUNYON	THOMAS	POLICE OFFICER	FIFTEENTH DISTRICT	4/08/95	435.81
MURAWSKI	ALAN	POLICE OFFICER	FOURTH DISTRICT	1/03/95	31.00
MURKOWSKI	STANLEY	POLICE OFFICER	TWENTIETH DISTRICT	4/26/95	206.30
MUSZYNSKY	MICHAEL W	POLICE OFFICER	ELEVENTH DISTRICT	4/10/95	36.24
NASH	THOMAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/25/93	42.50
NEELEY	BRYANT M	POLICE OFFICER	SEVENTH DISTRICT	1/20/95	175.00
NEJA	WILLIAM	POLICE OFFICER	FIFTEENTH DISTRICT	3/02/95	50.00
NETTERVILLE	SARAH	POLICE OFFICER	THIRD DISTRICT	11/21/94	643.00
NIEZABITOWSKI	RICHARD E	POLICE OFFICER	DATA SYSTEMS DIVISION	12/22/94	60.00
NOVAK	ROBERT D	POLICE OFFICER	FOURTH DISTRICT	10/13/94	136.00
NOWAK	PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	138.90
NUNEZ	JESUS A	POLICE OFFICER	ELEVENTH DISTRICT	3/14/94	2117.00
NUNEZ-NAGLE	LINDA	POLICE OFFICER	SEVENTEENTH DISTRICT	4/09/95	495.12
OCALLAGHAN	JOHN	POLICE OFFICER	FOURTH DISTRICT	5/19/94	10.00
OKONSKI	RAYMOND	POLICE OFFICER	ELEVENTH DISTRICT	4/30/95	74.00
OLIVIERI	ROSE	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	4/11/95	72.00
OLSON	DAVID	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/14/95	346.75
PAPECK	MICHAEL	POLICE OFFICER	UNKNOWN	9/23/94	224.50
PARISI	PETER	POLICE OFFICER	TWELFTH DISTRICT	10/08/94	205.50
PECK	RICHARD E	POLICE OFFICER	NARCOTICS SECTION	10/05/94	1080.00
PENCE	PHILLIP	POLICE OFFICER	NARCOTICS SECTION	4/06/95	1902.57
PERKINS	DAVID W	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/02/95	175.00
PERRY	KENNETH G	POLICE OFFICER	THIRD DISTRICT	10/13/93	50.00
PIAZZA	PETER J	POLICE OFFICER	FOURTH DISTRICT	7/21/94	55.00
PIERCE	TERRENCE	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/02/95	164.90
PIERCE	WILBUR	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	11/10/93	43411.66
PIERSON	HOWARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/29/95	810.00
PILLOWS-DURALL	BARBARA S	POLICE OFFICER	SEVENTH DISTRICT	9/08/88	45.00
PODKOWA	ROBERT S	POLICE OFFICER	FIFTEENTH DISTRICT	4/26/95	292.03
PONNE	THOMAS P	POLICE OFFICER	FOURTH DISTRICT	1/31/94	164.00
QUALLS	MICHAEL	POLICE OFFICER	SIXTH DISTRICT	9/17/94	465.00
REID	ROBERT G	POLICE OFFICER	EIGHTEENTH DISTRICT	1/22/94	240.00
RIVERA	DANIEL W	POLICE OFFICER	SEVENTEENTH DISTRICT	2/23/95	983.00
RIVERA	RICARDO	POLICE OFFICER	ELEVENTH DISTRICT	4/12/95	112.59
ROBBINS	MICHAEL A	POLICE OFFICER	THIRD DISTRICT	9/10/94	829.35
ROBERTS	JOHN F	POLICE OFFICER	TRAINING DIVISION	12/06/94	119.50
RODGERS	DORINDA	POLICE OFFICER	FIFTH DISTRICT	8/19/94	2960.02
ROKOS	RONALD	POLICE OFFICER	EIGHTEENTH DISTRICT	2/08/95	850.00
RUHL	WILLIAM	POLICE OFFICER	EIGHTH DISTRICT	7/12/94	156.00
SADDLER	PRESTON L.	POLICE OFFICER	PARKING ENFORCEMENT UNIT	4/15/95	539.00
SAMUEL	MIKIE E	POLICE OFFICER	THIRD DISTRICT	11/01/94	358.00
SCAPARDINE	ANTHONY W	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	10/28/94	400.00
SCHATZEL	ROBERT M	POLICE OFFICER	BOMB AND ARSON SECTION	10/07/94	140.50
SCOTT	KEVIN	POLICE OFFICER	SIXTH DISTRICT	11/13/94	332.50
SEMMLER	JAMES R	POLICE OFFICER	FIFTEENTH DISTRICT	4/08/94	35.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/95

REGULAR ORDERS

*********** EMPLOYEE NAME ***********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SIMICH	NICHOLAS	POLICE OFFICER	TRAFFIC RECORDS SECTION	11/30/94	643.00
STINITES	ALEXANDER	POLICE OFFICER	NINTH DISTRICT	2/19/94	94.00
TANNEHILL	MARTIN J	POLICE OFFICER	NINETEENTH DISTRICT	10/23/94	56.00
TATE	TYRONE	POLICE OFFICER	NINETEENTH DISTRICT	1/16/95	395.40
THIEL	MATTHEW M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/23/94	78.00
TRAPP	WAYNE C	POLICE OFFICER	SEVENTEENTH DISTRICT	2/16/95	259.00
TREVINO	DANIEL G	POLICE OFFICER	TRAINING DIVISION	11/01/94	159.50
TYLER	STEVE C	POLICE OFFICER	NARCOTICS SECTION	10/05/94	90.35
VASQUEZ	VIDAL	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/06/94	60.00
WALLACE JR	EDDIE	POLICE OFFICER	UNKNOWN	4/12/94	60.00
WALSH	THOMAS	POLICE OFFICER	TENTH DISTRICT	7/03/94	60.00
WHELEHAN	WILLIAM J	POLICE OFFICER	FIRST DISTRICT	12/30/94	174.50
WHITE-SENYARD	MICHELE M	POLICE OFFICER	RECRUIT TRAINING	9/23/92	336.50
WHITTINGTON	JAMES	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/12/94	60.00
WOZNIAK	LEE	POLICE OFFICER	NINTH DISTRICT	2/06/95	900.00
ZAK-GRIFFIN	DOROTHY I	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERT	9/07/94	166.75
ZALESKI	MICHAEL	POLICE OFFICER	FOURTEENTH DISTRICT	8/29/94	19.00
ZBIERALSKI	RALPH	POLICE OFFICER	FIRST DISTRICT	10/04/92	877.15
ZOCH	JOHN	POLICE OFFICER	TWENTIETH DISTRICT	3/05/93	975.00
ALANIZ	JOHN	PARAMEDIC	AMBULANCE 34	5/09/95	112.59
ALEX	JAMES	PARAMEDIC	AMBULANCE 16	5/31/95	22.00
ALLEN	VERDIE	FIREFIGHTER	EMERGENCY MEDICAL SERVICES HDQ	6/21/95	1046.00
ANIOLOWSKI	KENNETH	LIEUTENANT	SQUAD 2	6/21/95	27.00
BARRIENTOS	PETER	PARAMEDIC	AMBULANCE 13	10/25/94	290.56
BASILE	JAMES	FIREFIGHTER	SQUAD 1	6/24/95	201.12
BATIZ	ALBERT	PARAMEDIC	AMBULANCE 45	8/31/94	277.00
BAUKNECHT	RICHARD	PARAMEDIC	AMBULANCE 23	4/08/95	628.00
BELL	DENNIS	FIREFIGHTER	TRUCK 51	5/08/75	405.00
BELLAIR	WILLIAM	CAPTAIN	ENGINE COMPANY 47	2/08/85	552.00
BERTINI	LOUIS	FIREFIGHTER	ENGINE COMPANY 44	6/18/95	527.00
BIRMINGHAM	SCOTT	PARAMEDIC	AMBULANCE 34	5/04/94	85.00
BIXTER	DENNIS	PARAMEDIC	AMBULANCE 22	6/23/95	263.00
BLACKAMORE	DWAYNE	PARAMEDIC	UNKNOWN	3/23/95	75.00
BLISS	CHARLES	ENGINEER	DISTRICT RELIEF 2	1/10/95	105.00
BRANSON	MARVIN	FIREFIGHTER	ENGINE COMPANY 46	6/26/95	60.39
BRYANT	PETER	FIREFIGHTER	ENGINE COMPANY 93	3/09/95	250.00
BUGAJ-MOELLER	DEBRA	PARAMEDIC	AMBULANCE 32	6/07/95	420.30
BUNYON	MICHAEL	CAPTAIN	SQUAD 3	5/20/95	27.00
CALVILLO	ANTONIO	PARAMEDIC	AMBULANCE 13	6/10/95	311.98
CLARK	KEVIN	FIREFIGHTER	TRUCK 49	4/03/95	233.00
CLARK	RONALD	FIREFIGHTER	TRUCK 22	6/13/95	367.01
CNOTA	FRED A	PARAMEDIC	AMBULANCE 31	6/21/95	341.50
COLLINS	JOHN	FIREFIGHTER	SQUAD 5	4/07/95	305.39
COLLINS	WILLIAM	FIREFIGHTER	TRUCK 35	2/03/91	133.42
CORCORAN	TIMOTHY	FIREFIGHTER	TRUCK 36	2/19/93	10.00
COY	JULIE	PARAMEDIC	AMBULANCE 31	4/02/95	216.59
CREED	MICHAEL F	PARAMEDIC	UNKNOWN	6/01/95	284.40
CUMMENS	JAMES	PARAMEDIC	UNKNOWN	2/15/95	263.00
CURLEY	STEPHEN	FIREFIGHTER	TRUCK 47	6/24/95	304.92

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/95

REGULAR ORDERS

************ EMPLOYEE NAME ************		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CURLEY-ORYAN	JEAN	FIREFIGHTER	TRUCK 50	6/24/95	320.34
CUSACK	DANIEL	FIREFIGHTER	ENGINE COMPANY 59	6/24/95	547.52
DALCERRO	GENO	FIREFIGHTER	TRUCK 19	5/25/95	85.00
DALTON	THOMAS	FIREFIGHTER	SQUAD 6	9/13/79	50.00
DENIS	JEFFREY	FIREFIGHTER	FIRE PREVENTION	4/17/95	496.39
DIETZ	DAVID	FIREFIGHTER	ENGINE COMPANY 44	4/28/95	183.75
DOYLE	WILLIAM	ENGINEER	ENGINE COMPANY 129	5/03/95	266.00
DWYER	JEREMIAH	FIREFIGHTER	ENGINE COMPANY 30	5/01/95	86.00
EAMES	BENJAMIN	FIREFIGHTER	ENGINE COMPANY 88	6/15/95	40.00
EDWARDS	JOHN	CAPTAIN	UNKNOWN	12/03/94	243.00
ENGELHARDT	DONALD	ENGINEER	ENGINE COMPANY 54	4/28/95	540.50
ERTL	ROBERT	FIREFIGHTER	AMBULANCE 27	4/19/95	220.39
FEHSEL	THOMAS	ENGINEER	ENGINE COMPANY 46	6/15/95	60.39
FEINGOLD	LAUREN	PARAMEDIC	AMBULANCE 46	1/13/88	150.00
FIGUEROA	DAVID	FIREFIGHTER	ENGINE COMPANY 35	4/06/95	274.00
FISHER	GEORGE	FIREFIGHTER	SNORKEL SQUAD 3	5/12/95	1884.00
FITZPATRICK	MICHAEL	FIREFIGHTER	UNKNOWN	5/16/95	260.46
FLAHERTY	MICHAEL J	PARAMEDIC	AMBULANCE 13	1/14/92	146.00
FORNEY	KEVIN	PARAMEDIC	AMBULANCE 8	4/01/95	461.78
FORNEY	KEVIN	PARAMEDIC	AMBULANCE 8	5/30/95	231.39
FRAIN	WILLIAM	FIREFIGHTER	TRUCK 31	5/31/95	2554.00
GACKI	ROBERT	FIREFIGHTER	ENGINE COMPANY 45	9/02/94	16241.05
GALAN	JOSE	FIREFIGHTER	TRUCK 2	1/25/95	500.50
GAVIN	TERRENCE	FIREFIGHTER	ENGINE COMPANY 110	3/08/95	180.00
GAYDA	WAYNE	FIREFIGHTER	TRUCK 32	10/21/94	80.00
GILBERT	LEONARD	PARAMEDIC	UNKNOWN	4/13/95	564.55
GILLESPIE	DANIEL	CAPTAIN	ENGINE COMPANY 70	10/25/94	120.37
GIUFFRE	PHILIP	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	10/26/94	94.00
GIUFFRE	PHILIP	PARAMEDIC	AMBULANCE 35	4/10/95	231.93
GLOVER	GERALD	FIREFIGHTER	TRUCK 34	4/07/95	60.39
GRABER	JOSEPH	LIEUTENANT	TRUCK 10	3/19/95	415.00
GUZMAN	CESAR	FIREFIGHTER	SQUAD 2	5/31/95	629.10
HALLMAN	DAVID	FIREFIGHTER	ENGINE COMPANY 59	6/13/95	1059.62
HALLORAN	DANIEL	FIREFIGHTER	TRUCK 29	2/11/92	90.00
HANDS	LAVELLE	FIREFIGHTER	TRUCK 3	6/15/95	900.00
HARPER	RUSSELL	FIREFIGHTER	TRUCK 14	11/01/94	877.00
HARRIS	DEBORAH	PARAMEDIC	AMBULANCE 14	5/29/95	114.40
HATZIS	JOHN	FIREFIGHTER	TRUCK 22	5/30/95	214.20
HERLING	TIMOTHY	FIREFIGHTER	TRUCK 35	5/28/95	32.00
HERRING	RONNIE	FIREFIGHTER	TRUCK 11	4/20/95	635.00
HIGH	TIMOTHY	PARAMEDIC	UNKNOWN	5/27/95	698.00
HOCK	CHARLES	FIREFIGHTER	SNORKEL SQUAD 3	10/31/94	485.50
HODGE	JOHN	PARAMEDIC	AMBULANCE 36	2/08/95	30.00
HOEH	JOHN	PARAMEDIC	UNKNOWN	10/08/94	26.00
HORNER	STEVEN	PARAMEDIC	AMBULANCE 4	4/08/95	449.70
HORNER	STEVEN	PARAMEDIC	AMBULANCE 4	5/18/95	31.00
HOSTY	THOMAS	FIREFIGHTER	TRUCK 60	6/26/95	530.93
HUBER	WALTER	PARAMEDIC	AMBULANCE 20	4/20/95	2412.00
HUGHES	JOSEPH	FIREFIGHTER	ENGINE COMPANY 46	5/27/95	1001.90

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/95

REGULAR ORDERS

*********** EMPLOYEE NAME ***********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HUMPHREY	WILLIAM	FIREFIGHTER	ENGINE COMPANY 28	2/07/95	2535.00
HYNES	TIMOTHY	CAPTAIN	BATTALION 23	4/10/95	580.50
JACKSON	JESSE	FIREFIGHTER	ENGINE COMPANY 93	3/23/95	1540.00
JACKSON	RUFUS	FIREFIGHTER	TRUCK 29	5/20/95	984.00
JAKUBEC	JOHN	FIREFIGHTER	TRUCK 18	2/05/95	78.00
JANOZIK	VICTORIA	PARAMEDIC	UNKNOWN	5/20/95	196.39
JANUSCH	JEFFREY	PARAMEDIC	AMBULANCE 14	5/22/95	204.34
JENSSEN	KIRT	FIREFIGHTER	TRUCK 52	4/01/95	383.64
JOHNSON	MARVIN	ENGINEER	ENGINE COMPANY 82	5/04/95	168.83
JOHNSON	WILLIAM	PARAMEDIC	UNKNOWN	4/19/95	207.44
KACZKA	DONALD	ENGINEER	ENGINE COMPANY 28	3/24/95	804.19
KALLIS	DEAN	PARAMEDIC	AMBULANCE 48	4/30/95	156.00
KANESHIRO	BERTRAM	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	9/28/94	677.00
KANIA	RONALD	PARAMEDIC	UNKNOWN	6/03/95	580.00
KAROLEWICZ	JOHN	FIREFIGHTER	ENGINE COMPANY 55	5/07/95	1190.10
KELLY	OWEN E	PARAMEDIC	AMBULANCE 21	5/26/95	175.66
KING	WILLIAM	PARAMEDIC	UNKNOWN	5/31/95	214.00
KISH	JOSEPH	FIREFIGHTER	SQUAD 2	6/24/95	452.00
KLEINICK	WILLIAM	LIEUTENANT	DISTRICT RELIEF 5	2/04/95	287.20
KOERTGEN	TIMOTHY J	FIREFIGHTER	SQUAD 2	6/22/95	391.48
KRIZ	ROBERT	FIREFIGHTER	ENGINE COMPANY 91	10/10/94	150.00
KUBALANZA	JOSEPH	FIREFIGHTER	ENGINE COMPANY 18	1/03/95	53.00
LEAHY	FRANCIS	FIREFIGHTER	ENGINE COMPANY 70	5/26/95	569.33
LEDERER	JOHN	LIEUTENANT	TRUCK 17	5/03/95	695.39
LEVIN	RICHARD	PARAMEDIC	UNKNOWN	1/24/94	460.00
LOFTUS	THOMAS	FIREFIGHTER	ENGINE COMPANY 11	6/17/94	49.50
LOONEY	JAMES	LIEUTENANT	ENGINE COMPANY 14	4/12/95	173.00
LOONEY	THOMAS	FIREFIGHTER	TRUCK 31	10/04/94	455.00
LUNZ	JOHN	PARAMEDIC	AMBULANCE 18	6/15/95	40.00
LUNZ	THOMAS	FIREFIGHTER	ENGINE COMPANY 38	11/28/87	2841.60
MALLOY	JOHN	FIREFIGHTER	ENGINE COMPANY 32	3/06/95	895.00
MARTIN	ANTHONY	FIREFIGHTER	ENGINE COMPANY 126	4/27/95	60.39
MARTIN	WILLIE	FIREFIGHTER	TRUCK 2	5/20/95	103.00
MASTRIANNO	PHILIP	PARAMEDIC	AMBULANCE 41	12/21/94	85.00
MATHEWS	ANTHONY	FIREFIGHTER	ENGINE COMPANY 72	4/23/95	60.39
MAYER	JEFFERY	FIREFIGHTER	SQUAD 1	6/27/95	168.00
MCCARTY	EDWARD	FIREFIGHTER	TRUCK 15	12/27/94	391.98
MCCLUNG	EDWARD	LIEUTENANT	ENGINE COMPANY 32	11/25/90	95.00
MCCORMICK	DENISE	PARAMEDIC	AMBULANCE 5	2/07/95	534.00
MCDERMOTT	DANIEL	LIEUTENANT	DISTRICT RELIEF 1	5/05/95	74.00
MCGILL	ALFONSO	FIREFIGHTER	UNKNOWN	6/19/95	52.20
MCGINLEY	KEVIN	FIREFIGHTER	TRUCK 22	4/23/95	688.35
MCGINLEY	KEVIN	FIREFIGHTER	TRUCK 22	2/19/95	56.75
MCGINNIS	STEPHEN	FIREFIGHTER	ENGINE COMPANY 77	5/07/95	246.00
MCGUIRE	DENNIS	LIEUTENANT	TRUCK 19	2/05/95	54.00
MCGUIRE	DENNIS	LIEUTENANT	TRUCK 19	5/25/95	609.80
MCLAUGHLIN	BRIAN	FIREFIGHTER	TRUCK 21	7/03/93	83.00
MCNALLY	DENNIS	FIREFIGHTER	ENGINE COMPANY 70	5/26/95	293.80
MCNAMARA	THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	12290.04

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/95

REGULAR ORDERS

*********** EMPLOYEE NAME ***********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCNICHOLS	MICHAEL	FIREFIGHTER	TRUCK 47	4/16/95	6891.48
MCPHILLIPS	MICHAEL	FIREFIGHTER	ENGINE COMPANY 28	5/15/95	29.00
MEHALEK	JOHN	ENGINEER	ENGINE COMPANY 92	6/05/95	16.00
MICHELON	ALBERT	ENGINEER	ENGINE COMPANY 95	4/27/95	53.75
MILLER	LARRY	FIREFIGHTER	ENGINE COMPANY 43	5/06/95	124.00
MOCKLER	PHILIP	FIREFIGHTER	TRUCK 19	5/07/95	130.00
MORAN	THOMAS	PARAMEDIC	AMBULANCE 15	4/13/95	427.52
MULLIGAN	DENNIS	FIREFIGHTER	ENGINE COMPANY 28	3/15/95	371.35
MUNDY	GERALD	PARAMEDIC	UNKNOWN	4/06/95	1215.50
MURPHY	MARGARET	PARAMEDIC	AMBULANCE 14	5/16/95	40.00
NICHOLS	JAMES	PARAMEDIC	UNKNOWN	4/08/95	60.39
NICHOLS	JAMES	PARAMEDIC	UNKNOWN	5/29/95	303.90
NOVAK	ROBERT	FIREFIGHTER	ENGINE COMPANY 34	5/02/95	94.39
NUDO	JOHN	FIREFIGHTER	TRUCK 30	6/29/95	271.65
ODONNELL	CHARLES	LIEUTENANT	ENGINE COMPANY 59	6/24/95	111.60
ODONNELL	JAMES	LIEUTENANT	TRUCK 57	6/30/95	49.00
OHARA-EMMART	MARYKAY	PARAMEDIC	AMBULANCE 9	4/08/95	1009.58
OTTO	BRIAN	PARAMEDIC	UNKNOWN	4/01/95	287.47
PALLISTER	KENNETH	FIREFIGHTER	TRUCK 47	2/23/95	603.32
PALOMO	ROSITA	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	8/21/94	322.00
PALUCH	ROMAN	FIREFIGHTER	TRUCK 13	5/22/95	60.39
PARA	FRANK	LIEUTENANT	ENGINE COMPANY 54	5/16/95	362.00
PARROTT	DONNA	PARAMEDIC	UNKNOWN	7/13/94	115.00
PATTON	JOHN	FIREFIGHTER	TRUCK 37	4/30/95	629.50
PEOPLES	BENJAMIN	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	11/29/93	345.60
PEREZ	ROGER	PARAMEDIC	UNKNOWN	4/29/95	5.50
PEYRONET	ERNEST	FIREFIGHTER	ENGINE COMPANY 73	5/19/95	247.00
PLUTA	JOHN	PARAMEDIC	AMBULANCE 35	9/04/89	103.75
POLINO	WALTER	FIREFIGHTER	TRUCK 51	6/18/94	880.86
PONTECORE	RONALD	LIEUTENANT	TRUCK 48	4/28/95	3074.26
POWELL	JAMES	FIREFIGHTER	TRUCK 37	7/19/93	57.90
PRATT	WILLIAM	FIREFIGHTER	ENGINE COMPANY 78	9/18/90	81.00
PRO-PROTOLIPAC	KENNETH	FIREFIGHTER	ENGINE COMPANY 101	5/20/95	196.39
RAY	ERNEST	FIREFIGHTER	TRUCK 32	2/24/95	218.30
REARDON	PATRICK	FIREFIGHTER	ENGINE COMPANY 113	5/03/95	303.20
RENTAS	GEORGE	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	12/11/92	64.00
RICARDO	JEFFERY R	FIREFIGHTER	TRUCK 1	4/12/95	114.00
RIMGALE	DONALD	FIREFIGHTER	UNKNOWN	12/15/94	172.00
ROBERTS	CEDRIC W	FIREFIGHTER	ENGINE COMPANY 63	2/04/95	825.80
ROBINSON	JOYCE	PARAMEDIC	AMBULANCE 15	6/08/94	2473.06
ROBST	CATHIE A	PARAMEDIC	AMBULANCE 13	5/03/95	202.50
RODRIGUEZ	MAURICIO	FIREFIGHTER	UNKNOWN	4/06/95	6.90
ROSA	JOHN	PARAMEDIC	AMBULANCE 47	5/04/95	62.00
ROSS	JONATHAN	FIREFIGHTER	ENGINE COMPANY 72	4/02/95	60.39
ROSS	JONATHAN	FIREFIGHTER	UNKNOWN	11/29/94	158.00
SANCHEZ	JESSE	PARAMEDIC	AMBULANCE 23	5/14/95	394.29
SCATENA	LOUIS	PARAMEDIC	AMBULANCE 35	2/13/95	258.02
SCHLUETER	ALLEN	CAPTAIN	ENGINE COMPANY 43	9/13/94	910.00
SCIANNA	MICHAEL	LIEUTENANT	DISTRICT RELIEF 2	6/09/95	556.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/95

REGULAR ORDERS

*********** EMPLOYEE NAME ***********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SEAY	LARRY	FIREFIGHTER	ENGINE COMPANY 72	2/03/95	2965.00
SEBASTIAN	HARRY	FIREFIGHTER	TRUCK 35	5/23/94	9377.12
SEEBAUER	THOMAS	PARAMEDIC	AMBULANCE 26	4/05/93	179.96
SEMERAU-MURBACH	SHERI	PARAMEDIC	AMBULANCE 35	12/31/94	7881.74
SMITH	PAUL	PARAMEDIC	UNKNOWN	2/26/95	514.25
SOPKO	ANDREW	FIREFIGHTER	TRUCK 28	3/11/95	345.00
STAIB	JOHN	FIREFIGHTER	ENGINE COMPANY 116	4/15/95	312.39
STEPHENS	MICHAEL	FIREFIGHTER	TRUCK 42	4/12/95	108.86
STEWART	JESSIE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	1861.69
STOKES	TIMOTHY	PARAMEDIC	UNKNOWN	3/26/95	239.00
STROUD	REGINALD	FIREFIGHTER	TRUCK 42	7/21/94	45.00
SUAREZ	JOSE	LIEUTENANT	TRUCK 13	5/19/95	121.99
SUTTON	DAVID	PARAMEDIC	AMBULANCE 35	11/30/94	1128.55
TAYLOR	JEFF	FIREFIGHTER	TRUCK 21	5/30/95	60.39
TENTLER	ALBERT	FIREFIGHTER	ENGINE COMPANY 56	5/22/95	101.90
TEUFEL	LINDA	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	11/20/94	135.00
THELEN	GEORGE	FIREFIGHTER	ENGINE COMPANY 47	5/31/95	749.29
THIGPEN	CLIFTON	FIREFIGHTER	TRUCK 40	2/22/95	2365.00
TIBBS	KENNETH	FIREFIGHTER	ENGINE COMPANY 121	5/14/95	703.58
TRACY	DWAYNE	PARAMEDIC	UNKNOWN	4/20/95	141.00
TROTT	MICHAEL	FIREFIGHTER	ENGINE COMPANY 11	2/21/95	100.00
URBANSKI	LEONARD	FIREFIGHTER	SQUAD 2	11/12/94	1685.00
VAICAITIS	RONALD	ENGINEER	ENGINE COMPANY 101	5/20/95	196.39
VANHORN	TODD	FIREFIGHTER	ENGINE COMPANY 14	11/14/94	551.74
VARGAS	FERNANDO	FIREFIGHTER	ENGINE COMPANY 18	4/12/95	28.00
VIRAMONTES	PAUL	FIREFIGHTER	TRUCK 39	6/16/95	345.91
WALEROWICZ	RONALD	PARAMEDIC	AMBULANCE 34	5/20/95	196.39
WALKER	ERNEST	FIREFIGHTER	TRUCK 33	11/03/80	78.00
WALLACE	DORIS	PARAMEDIC	AMBULANCE 37	8/02/94	26.00
WALSH	DAVID	FIREFIGHTER	ENGINE COMPANY 44	6/04/95	402.00
WALSH	PATRICK	ENGINEER	ENGINE COMPANY 83	3/24/95	820.52
WEAVER	KENNETH	PARAMEDIC	AMBULANCE 14	5/29/95	114.40
WHITESIDE	DONNIE	PARAMEDIC	AMBULANCE 35	2/13/95	258.02
WILDER	LARRY	LIEUTENANT	ENGINE COMPANY 93	5/17/95	1368.00
WILLIAMS	EDWARD	PARAMEDIC	AMBULANCE 6	3/26/95	74.00
WILLIAMS	JOAN	PARAMEDIC	AMBULANCE 37	4/04/95	132.58
WILSON	DWIGHT	FIREFIGHTER	ENGINE COMPANY 1/42	4/12/95	184.00
WOOD	PETER	PARAMEDIC	UNKNOWN	3/27/95	277.25
WORKER	DARRELL	FIREFIGHTER	SQUAD 3	5/04/62	2232.22
YBARRA	MARCELINO	FIREFIGHTER	TRUCK 17	6/16/95	101.90
ZIEMBA	RONALD	ENGINEER	ENGINE COMPANY 104	5/15/95	20209.51
ZIEN	JOEL	PARAMEDIC	AMBULANCE 20	8/20/87	79.20

(Continued from page 6742)

; 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 6752 through 6753 of this Journal.]

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

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

(Continued on page 6754)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/95

THIRD PARTY ORDERS

************ EMPLOYEE NAME ************		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BACOULIS	NICHOLAS	POLICE OFFICER	SIXTEENTH DISTRICT	1/25/92	3761.00
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	49753.10
CZERNIAK	HARRY	POLICE OFFICER	SPECIAL OPERATIONS GROUP-WEST	5/10/84	295.00
DACE	VERONICA	POLICE OFFICER	FIFTH DISTRICT	9/28/93	10279.44
DIAZ	DANIEL	POLICE OFFICER	THIRTEENTH DISTRICT	3/15/95	1673.70
DOMENECH	GUS	POLICE OFFICER	FOURTEENTH DISTRICT	3/28/95	1306.00
DOYLE	THOMAS C	POLICE OFFICER	TENTH DISTRICT	11/29/76	60.00
DREWGANIS	STEFFAN G	POLICE OFFICER	SEVENTEENTH DISTRICT	2/22/95	461.50
EVERETT	DANIEL K	POLICE OFFICER	YOUTH DIVISION AREA FOUR	1/20/94	84.00
FENNER	LOLITA	POLICE OFFICER	THIRD DISTRICT	11/20/94	94.00
FLORES	SERGIO	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	9/08/94	130.00
GONZALEZ	ROBERTO	POLICE OFFICER	TENTH DISTRICT	10/16/94	438.00
GREENWALD-STUK	KATHLEEN J	POLICE OFFICER	SIXTEENTH DISTRICT	7/08/94	215.00
GUIFFRA	VINCENT J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90	3252.00
HANLEY	RICHARD	POLICE OFFICER	SEVENTH DISTRICT	8/05/92	2149.78
HERNANDEZ-PABON	ELBA	POLICE OFFICER	ELEVENTH DISTRICT	7/17/94	1080.00
HILLMAN	JOHN	POLICE OFFICER	FOURTEENTH DISTRICT	6/11/94	975.00
HUND	STEVEN R	POLICE OFFICER	TWELFTH DISTRICT	5/31/95	210.00
JACKSON	PRENTISS E	POLICE OFFICER	TENTH DISTRICT	1/13/95	1390.50
JOHNSON	LARRY	POLICE OFFICER	SEVENTH DISTRICT	8/29/94	6838.06
JORDAN	CLARENCE E	POLICE OFFICER	ELEVENTH DISTRICT	4/21/94	199.00
KACZOR	JAMES P	POLICE OFFICER	FOURTEENTH DISTRICT	3/20/95	204.00
KEATING	JAMES T	POLICE OFFICER	BOMB AND ARSON SECTION	9/09/94	280.00
KENNEALY	JAMES T	POLICE OFFICER	DETAIL UNIT	7/12/94	6321.06
KOOYUMJIAN	GREGORY	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/30/95	791.93
LEGITTINO	THOMAS E	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/08/94	2961.10
MAGURA	DAVID M	POLICE OFFICER	TWELFTH DISTRICT	4/05/95	547.90
MARSHALL	SYLVESTER	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/03/94	300.00
MCCLENDON	FRANCIS	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	7/28/94	410.48
MCLAIN	RONALD	POLICE OFFICER	THIRTEENTH DISTRICT	4/18/95	945.25
MERRIWEATHER	SHEILA A	POLICE OFFICER	FOURTH DISTRICT	8/04/82	3661.00
MEYER	PAUL	POLICE OFFICER	ENFORCEMENT SECTION	2/03/94	200.00
MIERNICZAK-GADZINSKI	ANNETTE M	POLICE OFFICER	FOURTH DISTRICT	4/18/95	475.50
MILLER	KIMBERLY	POLICE OFFICER	TENTH DISTRICT	6/08/93	886.00
MILLER	STEVEN W	POLICE OFFICER	SIXTEENTH DISTRICT	4/15/95	66.00
MINT	RICHARD R	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/21/95	374.50
MURRAY	CARY	POLICE OFFICER	SECOND DISTRICT	4/28/95	39.30
NELSON	RICHARD	POLICE OFFICER	TENTH DISTRICT	4/04/95	92.39
NICKLES	SCOTT R	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/21/95	416.50
NIELSON	AMY	POLICE OFFICER	SEVENTH DISTRICT	4/02/95	63.00
PAGAN	MICHAEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/26/95	98.00
PEREZ	MARIO JR	POLICE OFFICER	FIRST DISTRICT	4/02/94	337.00
PESTKA	LEROY	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	1/19/94	35.00
PHILLIPS	SAMELLA	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	1/15/94	850.00
PISTELLO	BERNARD	POLICE OFFICER	YOUTH DIVISION AREA TWO	11/03/94	5190.07
PONTI	MICHAEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/22/95	32.00
RAPP	MARLENE	POLICE OFFICER	TENTH DISTRICT	4/26/95	43.00
REID	STEPHANIE	POLICE OFFICER	THIRD DISTRICT	11/04/94	62.00
RELF	KENNETH A	POLICE OFFICER	FIFTEENTH DISTRICT	11/30/94	1001.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/13/95

THIRD PARTY ORDERS

************ EMPLOYEE NAME ************		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RENAULT-WOERNER	JANINE	POLICE OFFICER	TWELFTH DISTRICT	6/29/94	798.39
SIMANEK	KAREN J	POLICE OFFICER	RECRUIT TRAINING	4/27/95	17704.40
SLUPSKI	ROBERT	POLICE OFFICER	PARKING ENFORCEMENT UNIT	6/16/94	938.25
STEELE	JOHN R	POLICE OFFICER	PARKING ENFORCEMENT UNIT	9/09/93	217.00
WENSKUS	ANTON J	POLICE OFFICER	EIGHTEENTH DISTRICT	8/08/94	43.00
WILSON	MICHAEL J	POLICE OFFICER	FOURTH DISTRICT	11/17/93	900.00
WORD	HOSEA	POLICE OFFICER	SIXTH DISTRICT	2/15/95	90.00
ALTMAN	MARK	FIREFIGHTER	SQUAD 5	4/15/95	560.00
BURNS	MICHAEL G	PARAMEDIC	AMBULANCE 21	5/07/95	63.00
CHAMBERS	DOREEN	PARAMEDIC	AMBULANCE 38	5/19/95	87.30
CURTIN	WILLIAM	PARAMEDIC	AMBULANCE 38	5/19/95	87.30
DWYER	JOHN	FIREFIGHTER	TRUCK 33	9/09/92	5932.49
ELLITCH	RAYMOND	FIREFIGHTER	REPAIR SHOP	4/05/95	3204.00
FAIRBANKS	LANCE	LIEUTENANT	ENGINE COMPANY 73	12/30/83	55.00
FORMAN	MARTIN	PARAMEDIC	AMBULANCE 32	6/04/95	91.07
GRADOLF	ANNE	PARAMEDIC	AMBULANCE 14	5/13/95	198.62
GUZICK	LAWRENCE	ENGINEER	ENGINE COMPANY 49	2/15/91	138.00
HARVEY	JAMES	FIREFIGHTER	ENGINE COMPANY 43	9/13/94	929.00
JANIA	JEROME	PARAMEDIC	AMBULANCE 37	2/22/85	229.00
KUKNYO	JAMES	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	1697.85
MARTINEZ	RICHARD	FIREFIGHTER	ENGINE COMPANY 23	10/07/94	240.00
NOWAK	HERBERT	PARAMEDIC	UNKNOWN	10/31/94	2719.00
RIVERA	GAVIEL	FIREFIGHTER	ENGINE COMPANY 43	3/20/95	220.75
SENCION	JAMES	FIREFIGHTER	ENGINE COMPANY 73	5/28/95	742.00
TOWNSEND	JUDY	PARAMEDIC	AMBULANCE 11	2/16/95	371.00
WALLACE-SUTHERLAND	JEAN	PARAMEDIC	AMBULANCE 42	6/04/95	91.07

(Continued from page 6751)

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicle.

Department Of Fleet Management:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Wan Chang Li 474 West 27th Street Chicago, Illinois 60616	9/19/94 3400 South Archer Avenue	$1,450.00 50.00*

Damage To Vehicle.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Juan Carlos Ramirez 4325 West Roscoe Street Chicago, Illinois 60641	10/19/92 3257 North Campbell Avenue	$ 420.00 380.00*
Octavius Taylor 11232 South Indiana Avenue Chicago, Illinois 60628	12/12/92 11228 South Indiana Avenue	1,400.00 100.00*

* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Public Works/Administration Division:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Janette Sarkissian and State Farm Insuranse Company Suite S 4220 West 95th Street Oak Lawn, Illinois 60453	10/22/93 West 22nd and South Sacramento Avenue	$823.00

Damage To Property.

Department Of Public Works/Construction Management:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Dorothy Rice 349 East 88th Place Chicago, Illinois 60619	7/20/94 349 East 88th Place	$1,500.00

Damage To Vehicle.

Department Of Revenue:
Account Number 100-99-2005-0934-0934.

Louis Aiello and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	1/31/95 North Harlem Avenue and West Higgins Avenue parking lot	$777.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Barbara Smajek 9133 West 26th Street Brookfield, Illinois 60513	3/29/94 2411 West Ogden Avenue	$280.00
Barbara Jean Williams 6522 South Campbell Avenue Chicago, Illinois 60629	6/30/94 6522 South Campbell Avenue	546.00
Dolores Woods 8218 South Saginaw Avenue Chicago, Illinois 60617	10/24/94 East 80th and South Yates Boulevard	250.00 75.00*

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
David S. Allen Unit A 1632 North Burling Street Chicago, Illinois 60614	10/27/93 2200 South Canal Street	$ 59.68

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Keven Allen 412 North Humphrey Oak Park, Illinois 60302	2/26/94 4802 West Flournoy Street	$ 83.00
Mary R. Ash 3600 North Lake Shore Drive Chicago, Illinois 60613	4/21/94 3530 North Broadway	63.00
David C. Barone 281 Cayuga Elmhurst, Illinois 60126	4/24/93 East Congress Parkway and South Michigan Avenue	48.00
Kenneth R. Beer Apartment 303 1500 North Dixie Highway West Palm Beach, Florida 33401	3/5/94 500 West Belmont Avenue	126.00
Thomas Behan 522 Parkview Terrace Buffalo Grove, Illinois 60089	3/23/94 1400 West Howard Street	52.00
Ora Benton 8958 South Merrill Avenue Chicago, Illinois 60617	11/24/92 1447 East 76th Street	160.00
Charles H. Berkelhammer Apartment 4111 505 North Lake Shore Drive Chicago, Illinois 60611	3/6/94 West 87th and South Western Avenue	468.50 37.50*
Susan Lee Berry 1937 North Wilmot Avenue Chicago, Illinois 60647	1/30/94 West Belmont Avenue under John F. Kennedy Expressway	67.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Arlene Marie Bibbs 4721 North Maplewood Avenue Chicago, Illinois 60625	3/6/94 2640 West Montrose Avenue (on bridge)	$111.00
Edna Blackmore 8516 South Laflin Street Chicago, Illinois 60620	2/28/94 West 31st and South Western Avenue	19.00 50.00*
David Bourne 4640 South Lavergne Avenue Chicago, Illinois 60638	3/11/94 4400 West 47th Street	25.00 50.00*
Michael and Renne Burke 6205 West 64th Street Chicago, Illinois 60638	6/10/93 2326 West 18th Place	60.00
Eugene G. Callahan Suite 329 1200 Jorie Boulevard Oak Brook, Illinois 60521	3/28/94 West Ogden Avenue and South Western Avenue	84.00 6.00*
Sister Mary Carlo 10044 South Central Park Avenue Chicago, Illinois 60642	2/16/94 North Western Avenue at North Elston Avenue and West Diversey Avenue	143.00
Virginia Chimoures 6833 North Kedzie Avenue Chicago, Illinois 60645	3/1/94 West Irving Park Road and West Montrose Avenue	51.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Andrew V. Cico 5811 North Magnolia Avenue Chicago, Illinois 60660	3/23/94 3111 West Touhy Avenue	$ 91.00
Deborah Johnson 2225 East 70th Street Chicago, Illinois 60649	1/24/94 East 74th and South Exchange Avenue	213.00*
Selena M. Lucas 1310 West Thorndale Avenue Chicago, Illinois 60660	2/21/94 6045 North Lincoln Avenue	225.00*
Ellen R. McGee 437 East 50th Street Chicago, Illinois 60615	2/3/94 2813 North Western Avenue	253.00*
Daisy Young 5420 West Washington Boulevard Chicago, Illinois 60644	1/20/94 West Lake Street and North Pine Avenue	200.00*
Ramona Zaia 6341 North Claremont Avenue Chicago, Illinois 60659	3/25/94 2802 West Granville Avenue	625.00*
LaVerne B. Jackson 3128 South Indiana Avenue Chicago, Illinois 60616	3/2/94 3900 South Oakwood Boulevard	85.00*
Robert A. Mohr 211 Hertage Drive Plainfield, Illinois 60544	2/3/94 1900 South Ashland Avenue	170.00*
Kate Desenfants Apartment 401 One East Scott Forest Park, Illinois 60610	2/14/94 900 North Damen Avenue	69.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Debra Lynn Burse 1st Floor 1119 Dunlop Forest Park, Illinois 60130	4/15/94 West Madison Street and Lavergne Avenue	$ 248.00*
Lynette Aizella Vesey 3256 West Washington Boulevard Chicago, Illinois 60624	2/21/94 3200 West Washington Boulevard	95.00*
William Petrus 6750 West Bryn Mawr Avenue Chicago, Illinois 60631	2/21/94 6001 North Nagle Avenue	100.00*
Dwayne Davis 3838 West Polk Street Chicago, Illinois 60624	11/28/93 63rd and South State Street	604.00*
Deborah Lesley 169 West 142nd Street Riverdale, Illinois 60627	3/21/94 8518 South Parnell Avenue	323.00*
Curtis Malone, Jr. 324 Elgin Forest Park, Illinois 60130	1/11/94 North Austin Avenue and West Huron Street	165.00*
Edward Fulton 9247 South Wabash Avenue Chicago, Illinois 60619	3/2/94 1958 West 79th Street	60.00*
George Peter Knepper 314 Lakewood Circle Burr Ridge, Illinois 60521	3/10/94 1700 North Ashland Avenue	30.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Shirese Arnette Jefferson 16149 South Wolcott Markham, Illinois 60426	2/20/94 2500 West Ogden Avenue	$130.00*
Joeanne Richardson 11 North Gibbs White Cloud, Michigan 49379	2/18/94 West Grand Avenue and North Keeler Avenue	440.00*
Jerome Carrington 11747 South Loomis Street Chicago, Illinois 60643	2/26/94 6624 South Halsted Street	205.00*
Cheryl Clark 4520 North Mozart Street Chicago, Illinois 60625	4/3/94 3729 North California Avenue	98.00
Frank T. Cross 424 East 49th Street Chicago, Illinois 60615	10/26/93 6259 South State Street	62.00
Katherine Czerwinski Apartment 1 2334 West School Street Chicago, Illinois 60618	2/10/94 1900 North Elston Avenue	40.00 75.00*
Anna Joyce Davis 7750 South Crandon Avenue Chicago, Illinois 60649	3/12/94 7458 South Exchange Avenue	76.00
Linda D. Davis 16510 South Ashland Avenue Markham, Illinois 60426	1/30/94 440 East 95th Street	153.00
Ray Davis 9771 South Oglesby Avenue Chicago, Illinois 60617	2/12/94 East 95th and South Oglesby Avenue	230.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Nicholas P. DeGenova Unit 1 2002 West Cullerton Street Chicago, Illinois 60608	3/16/94 North Kedzie Avenue and West Fulton Boulevard	$ 69.00
Jimmy Denton 6654 South Loomis Boulevard Chicago, Illinois 60636	1/24/94 7020 South Jeffery Boulevard	275.00 50.00*
Martha Depriest 9333 South Normal Avenue Chicago, Illinois 60620	3/14/94 4902 South State Street	74.00 185.00*
Roger Albert DeVito 1248 West Lexington Street Chicago, Illinois 60607	2/20/94 1221 North LaSalle Street	70.00
Maziel Diaz 2943 North Parkside Avenue Chicago, Illinois 60634	2/7/94 1600 West Diversey Parkway	112.00
Caryl A. Dillon Unit 8D 609 West Stratford Place Chicago, Illinois 60657	3/7/94 1011 North Lake Shore Drive	114.00
Frederic Eckhouse 5935 North Artesian Avenue Chicago, Illinois 60659	4/16/94 5702 North Ridge Avenue	77.00
Jesus Elizondo 1340 North Claremont Avenue Chicago, Illinois 60622	3/31/94 701 North Humboldt Boulevard	248.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Adrienne J. Fabino 2950 North Rutherford Avenue Chicago, Illinois 60634	3/22/94 4100 West Chicago Avenue	$201.00
Keith A. Fallico 111 North Walnut Wood Dale, Illinois 60191	4/21/94 500 West Madison Street	468.00 60.00*
Marjorie Forsythe 1332 119th Street Whiting, Indiana 46394	7/27/93 9005 South Mackinaw Avenue	65.00
Vicki Foster 953 Interloch Court Algonquin, Illinois 60102	2/1/94 West Addison Street and North Drake Avenue	70.00
Fannie E. Fox 244 48th Avenue Bellwood, Illinois 60104	10/28/93 131 North Austin Avenue	660.00
Joseph Franklin 916 24th Avenue Bellwood, Illinois 60104	2/20/94 2627 West Madison Street	894.00
Charles Frazier Apartment 6A 5050 South East End Avenue Chicago, Illinois 60615	10/1/93 Garfield and East 55th Street	250.00
Angel Luis Freit 2821 North Rockwell Street Chicago, Illinois 60618	1/30/94 3202 North Kedzie Avenue	29.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Dave Gargee 6337 North Claremont Avenue Chicago, Illinois 60659	2/8/93 North Lincoln Avenue and West Foster Avenue	$100.00
Robert Eugene Gary 9210 South Michigan Avenue Chicago, Illinois 60619	3/30/94 4518 West Harrison Street	80.00
Luis V. Goduce 808 Seacrest Lane Bartlett, Illinois 60103	3/24/94 33 East Congress Parkway	69.00
Tyrone Goodwin 3810 Madison Bellwood, Illinois 60104	1/21/94 2420 North Laramie Avenue	120.00
Richard C. Gordon 2630 West Bradley Place Chicago, Illinois 60618	3/22/94 2500 West Ogden Avenue	175.00
Cheryl Gorey 1925 Richmond Court Schaumburg, Illinois 60194	1/3/94 140 West Ohio Street	94.00
Linda Gorman 614 West 43rd Street Chicago, Illinois 60609	2/25/94 3252 South Western Boulevard	250.00
Paulette Green 595 Bensley Calumet City, Illinois 60409	3/15/94 1300 South State Street	65.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Robert Gregori 2843 North 75th Avenue Elmwood Park, Illinois 60635	3/13/94 1200 North Lake Shore Drive	$ 117.50 37.50*
Jeffrey Hampe 5217 West 121st Place Alsip, Illinois 60658	11/1/93 2500 North Elston Avenue	343.00
Kenneth Hanes 249 North Craig Place Lombard, Illinois 60148	2/16/94 3700 North Clark Street	310.00
Suzan Henley and Illinois Farmers Insurance Company 2325 Hicks Road Rolling Meadows, Illinois 60008	11/9/93 595 North Ozark Avenue	1,048.00
Charles Hicks P. O. Box 9258 Chicago, Illinois 60609	2/16/94 51 East 47th Street	451.50 12.50*
William N. Howard 6117 West Melrose Street Chicago, Illinois 60634	2/21/94 650 West Monroe Street	180.00
Roosevelt Huggins 1738 West Beverly Glen Parkway Chicago, Illinois 60643	1/26/94 9710 South Vincennes Avenue	24.00 280.00*
Jeff M. Jacobs 2106 Midhurst Road Downers Grove, Illinois 60516	3/3/94 3300 South State Street	388.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Frednell Jamison 6620 South Damen Avenue Chicago, Illinois 60636	4/4/94 600 South Canal Street	$ 55.00
Randall Van Kaden 369 Nuttall Road Riverside, Illinois 60546	3/28/94 2450 West Ogden Avenue	143.00
John Kampwirth 11222 South Homan Avenue Chicago, Illinois 60655	3/12/94 2002 West 79th Street	172.00
Gregory Anthony Konrath Apartment 1614 26620 Berg Road Southfield, Michigan 48034	2/25/94 West Montrose Avenue and North Broadway	117.00
Lisa J. Kotin Apartment 3D 2705 North Mildred Avenue Chicago, Illinois 60614	3/12/94 West Monroe Street and South Desplaines Street	150.00
James Paul Kozak 1919 Lincoln Avenue Whiting, Indiana 46394	1/29/94 10931 South Ewing Avenue	536.00
Dorothy Kuckla 9100 North Forestview Road Skokie, Illinois 60076	2/19/94 6300 North Ridge Boulevard	450.00
John Langeland 5936 North St. Louis Avenue Chicago, Illinois 60659	4/12/94 3500 West Peterson Avenue	260.00
Wayne Alan Lau 2100 Lincoln Park West-5CN Chicago, Illinois 60614	3/2/94 1000 North Michigan Avenue	464.00

Name And Address	Date And Location	Amount
Nanette Sue Liberty-Aubert Apartment 2203A 600 North McClurg Court Chicago, Illinois 60611	3/3/94 200 North Lower Wacker Drive	$ 4.00 100.00*
Krista Lindberg Apartment 1A 4278 North Hazel Street Chicago, Illinois 60613	7/23/93 2423 North Lincoln Avenue	418.00
Evelyn Marie Lobell 2725 Elder Lane Franklin Park, Illinois 60131	4/6/94 West Grand Avenue and North Kedzie Avenue	20.00 75.00*
Cecille Harriet Mack Unit 707 2650 North Lakeview Avenue Chicago, Illinois 60614	2/20/94 676 West Diversey Parkway	89.00
Elsa E. Maestranzi 4C Country Club Drive Prospect Heights, Illinois 60070	4/25/94 1900 West Fullerton Avenue	124.00
Laverne Ridley Martin 17824 Old Trail Road Hazelcrest, Illinois 60429	4/5/94 West 104th and South Wentworth Avenue	71.00
Patricia Martin and American Ambassador Casualty Company Suite 300E 1501 East Woodfield Road Schaumburg, Illinois 60173	10/4/93 North Kedzie Avenue and West Chicago Avenue	390.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Angel Martinez and State Farm Insurance Company 7230 North Caldwell Niles, Illinois 60714	1/18/94 North Pulaski Road and West North Avenue	$ 285.00
Marlo Matoska 5 Forest Street Douglas, Massachusetts 01516	4/27/95 50 South Dearborn Street	35.00
Elijah McCoy 8424 South Aberdeen Street Chicago, Illinois 60620	2/21/94 1601 East 95th Street	105.00
Cynthia Mary McCully Apartment 206 4200 North Hazel Street Chicago, Illinois 60613	3/7/94 1010 North Lake Shore Drive	60.00
Ethel McKnight 5244 West Adams Street Chicago, Illinois 60644	1/14/94 2804 West Roosevelt Road	344.00
Charles McVey 6115 South Laflin Street Chicago, Illinois 60636	2/10/94 West 58th and South Ashland Avenue	160.00 360.00*
Rocco Joseph Messina Apartment 19 20 King Arthur Court Northlake, Illinois 60164	2/2/94 4743 West Grand Avenue	175.00 100.00*
Anna Mingelgrin Apartment 23N 1530 North Dearborn Street Chicago, Illinois 60610	1/25/93 1800 West Fullerton Avenue	556.00 10.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Myrtis L. Minor 5432 South May Street Chicago, Illinois 60609	2/14/94 6435 South State Street	$535.00
Eric Mizund 2087 West Greenleaf Avenue Chicago, Illinois 60645	2/4/94 5950 North Ridge Boulevard	105.00
Marlene Y. Moore 7927 South Maplewood Avenue Chicago, Illinois 60652	3/25/94 200 West 65th Street	98.00
Connie Morenzoni 3427 South Wallace Street Steger, Illinois 60475	3/4/94 2900 West 87th Street	288.00
Kenneth Moss 4834 South Prairie Avenue Chicago, Illinois 60615	1/15/94 218 North California Avenue	75.00 80.00*
Patricia Mulhern and Prudential Property and Casualty 814 Commerce Drive Oak Brook FCO Oak Brook, Illinois 60521	3/19/94 3000 West Touhy Avenue	1,500.00
John William Murphy 8726 South Francisco Avenue Evergreen Park, Illinois 60642	12/31/93 2000 West Madison Avenue	69.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Abraham Neiman 2931 West Morse Avenue Chicago, Illinois 60645	3/6/94 2300 West Foster Avenue	$ 140.00
Fred W. Newson 7622 South Dr. Martin Luther King, Jr. Drive Chicago, Illinois 60619	1/26/94 1232 East 75th Street	84.00 125.00*
Ernestine Nichols 13930 South Saginaw Avenue Burnham, Illinois 60633	1/11/94 7030 South Jeffery Boulevard	428.00
Frank Nieves P.O. Box 478880 Chicago, Illinois 60647	2/14/94 2900 North California Avenue	357.00
Susan L. Novak 11240 South Avenue O Chicago, Illinois 60617	2/14/94 10931 South Ewing Avenue	287.00
Mark Michael O'Brien 13703 West Deer Valley Drive Lockport, Illinois 60441	2/28/94 1200 West Harrison Street	403.00 45.00*
Joyce R. O'Connor 120 Lakeview Bloomingdale, Illinois 60108	2/10/94 3757 South California Avenue	156.00
Georgia A. O'Leary 6905 North Caldwell Avenue Chicago, Illinois 60646	2/8/94 2900 North Elston Avenue	63.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Dorothy R. Orzelski 2736 East 130th Street Chicago, Illinois 60617	7/20/94 2721 East 130th Street	$113.00
Robin Palmer 88 West Edgewood Avenue LaGrange, Illinois 60525	1/25/94 3643 North Bosworth Avenue (in alley)	175.00 25.00*
Theresa Parker Building 11, Apartment 204 8707 West 86th Place Justice, Illinois 60458	12/10/93 West 59th and South Green Street	108.00
Chandrakant I. Patel 3123 West Granville Avenue Chicago, Illinois 60659	3/5/94 West Granville Avenue and North Albany Avenue	199.00
Edward G. Proctor 1929 West 101st Street Chicago, Illinois 60643	2/14/94 West 105th and South Western Avenue	77.00
Demetrius Randall Apartment 3A 1950 West Canal Blue Island, Illinois 60406	1/4/94 800 South Cicero Avenue	187.00 670.00*
Anne Beatrice Renggli Unit 304 114 South Home Avenue Oak Park, Illinois 60302	2/6/94 West Belmont Avenue and North Sacramento Avenue	66.00
James Reynolds Apartment 3 2015 West Birchwood Avenue Chicago, Illinois 60645	3/12/94 20 East State Street	82.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Edward Richards 3630 West 56th Street Chicago, Illinois 60629	3/14/94 5440 South Pulaski Road	$ 47.00 50.00*
Lucius Robinson 10048 South Sangamon Street Chicago, Illinois 60643	1/10/94 800 West 103rd Street	118.00
Richard L. Rodes Unit 1 1214 West Wrightwood Avenue Chicago, Illinois 60614	4/12/94 1900 West Fullerton Avenue	110.00
Lilly Rosenberg 707 Judson Avenue Evanston, Illinois 60202	2/17/94 6400 North McCormick Road	110.00
Marshall Rubin 7106 North Hamlin Lincolnwood, Illinois 60645	3/11/94 1642 North Milwaukee Avenue	123.00
Helene Sarockas 4428 South Kedvale Avenue Chicago, Illinois 60632	3/7/94 Location unknown (West 47th and South Kedzie Avenue)	71.00
Robert William Schempp 8952 Samoset Trail Skokie, Illinois 60076	3/18/94 West Jarlath Street and North California Avenue	203.00
Karl Scherer 5757 West Wilson Avenue Chicago, Illinois 60630	12/13/93 3558 West Montrose Avenue	114.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Esther Schmid 3450 North Olcott Avenue Chicago, Illinois 60634	2/13/94 West Foster Avenue near North Olcott Avenue	$114.00
Randall Schmidt Apartment I-201 944 West Grace Street Chicago, Illinois 60613	3/14/94 3951 North Lake Shore Drive	164.00 15.00*
Debbie Schmit 5354 South Maplewood Avenue Chicago, Illinois 60632	3/4/94 4300 South Western Avenue	94.00
Marie C. Senese 3805 West 78th Street Chicago, Illinois 60652	1/30/94 West 39th and South Pulaski Road	134.00
Alice Shipp 8140 South Langley Avenue Chicago, Illinois 60619	2/22/94 620 East 81st Street	30.78
Jacquelyn Simmons and Farmers Insurance Group 9131 West 151st Street Orland Park, Illinois 60402	10/8/93 10535 South Halsted Street	1,215.00 285.00*
Frances Barbara Sojo 2443 West 46th Street Chicago, Illinois 60632	3/3/94 West 47th and South Drake Avenue	84.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Teresa Martha Sosa 2nd Floor 2583 West 46th Street Chicago, Illinois 60618	3/5/94 West Montrose Avenue and North Rockwell Street	$101.00
Robin Spina 8701 West Foster Avenue Chicago, Illinois 60656	2/25/94 455 North Sacramento Avenue	685.00
David Alexander Stell Apartment 1B 1001 South Lorrane Road Wheaton, Illinois 60187	4/11/94 1920 West Fullerton Avenue	61.00
Regina Stepney and Universal Casualty Insurance Company 7040 North Ridgeway Lincolnwood, Illinois 60645	7/31/93 232 East 67th Street	478.00 50.00*
Douglas Stetka 3309 South Wallace Street Chicago, Illinois 60616	3/7/94 2100 South Carpenter Street	60.00
Molly Louise Steuber 12 West Cedar Creek Court Palos Heights, Illinois 60463	3/31/94 West 85th and South Columbus Avenue	91.00
Jennifer Lee Swanson 533 White Birch Road Lindenhurst, Illinois 60046	3/29/94 85 East Congress Parkway	134.00
Lorraine Kay Thompson 4499 West Brown Stone Way Waukegan, Illinois 60085	1/28/94 2600 West Addison Street	94.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Christina A. Toth 35 East Shelley Road Elk Grove, Illinois 60007	3/12/94 West Addison Street and John F. Kennedy Expressway exit	$342.00
Carole A. Trotter 8723 South Dante Avenue Chicago, Illinois 60619	3/30/93 6737 South Stony Island Avenue	55.00
Homer Tucker, Jr. 2812 East 93rd Street Chicago, Illinois 60617	2/23/94 105 East Congress Parkway	160.00
Peter Tunney 6438 North Wayne Avenue Chicago, Illinois 60626	4/15/94 6600 West Fullerton Avenue	159.00 35.00*
Lekeda L. Vaughn Apartment 2 12430 South Fairview Blue Island, Illinois 60406	1/24/94 810 West Montrose Avenue	135.00
Maria Velasquez 5440 South Kenneth Avenue Chicago, Illinois 60632	3/9/94 29 East Congress Parkway	120.00 90.00*
Gerard John Volk 5213 South California Avenue Chicago, Illinois 60632	2/24/94 4200 West 31st Street	129.00
Jessie Dean Watson 2nd Floor 6215 South Rhodes Avenue Chicago, Illinois 60637	2/14/94 6049 South Michigan Avenue	293.00
Richard J. Welch 5815 North Caldwell Avenue Chicago, Illinois 60646	2/8/94 3900 North Halsted Street	332.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Christine A. Wildemann 4211 North Paulina Street Chicago, Illinois 60613	2/17/94 4500 North Broadway	$ 98.00
Daniel Williams 2153 Chestnut Avenue Wilmette, Illinois 60091	1/17/94 2800 West Diversey Avenue	100.00
Rondy Edward Williams 6629 South Evans Avenue Chicago, Illinois 60637	4/28/94 6440 South Kenwood Avenue	160.00 75.00*
Christopher Wren Apartment 25 2140 South Indiana Avenue Chicago, Illinois 60616	1/23/94 1900 West Foster Avenue	215.00 50.00*
Pamela Marie Wuczynski 175 South Aldine Avenue Elgin, Illinois 60123	3/29/94 2500 West Ogden Avenue	218.00
Margaret Yacullo 6817 North Ozark Avenue Chicago, Illinois 60631	1/20/94 6020 North Ravenswood Avenue	162.00
Howard Yarbrough 18931 South Anthony Country Club Hills, Illinois 60478	2/16/94 900 North Kostner Avenue	175.00
Rachel A. Zakrzewski 1810 West 21st Place Chicago, Illinois 60608	3/16/94 2832 South Loomis Street	85.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Jerome A. Ziegler Apartment 412 5455 North Sheridan Road Chicago, Illinois 60640	2/15/94 North Ridge Avenue and West Thorndale Avenue	$ 71.00
Donald J. Zochowski 4817 South Keating Avenue Chicago, Illinois 60632	4/14/95 3610 West 47th Street	443.00

Damage To Property.

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

Name And Address	Date And Location	Amount
Loftworks on Wells Condominium c/o Glen Management, Inc. P.O. Box 1552 Morton Grove, Illinois 60053	6/6/94 501 -- 507 North Wells Street	$1,404.80

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Delphia Jackson 7946 South Euclid Avenue Chicago, Illinois 60617	7/21/94 West Washington Street and North LaSalle Street	$283.00

Damage To Property.

Department Of Transportation/Neighborhood Improvements And Operations:
Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
George Poulos 8240 South Stony Island Avenue Chicago, Illinois 60617	4/2/90 8240 South Stony Island Avenue	$648.00

Damage To Property.

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

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-147 19th Floor 130 East Randolph Street Chicago, Illinois 60601	1/25/95 5414 South Bishop Street	$890.00
The Peoples Gas Light and Coke Company File 95-0-189 19th Floor 130 East Randolph Street Chicago, Illinois 60601	8/29/94 5323 South Prairie Avenue	650.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-125 19th Floor 130 East Randolph Street Chicago, Illinois 60601	1/11/95 4428 North Cicero Avenue	$1,351.00
The Peoples Gas Light and Coke Company File 95-0-254 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/14/95 4555 South McDowell Avenue	434.00
The Peoples Gas Light and Coke Company File 95-0-157 19th Floor 130 East Randolph Street Chicago, Illinois 60601	2/14/95 4122 West 31st Street	648.00
The Peoples Gas Light and Coke Company File 95-0-184 19th Floor 130 East Randolph Street Chicago, Illinois 60601	10/4/94 5918 South Laflin Street	442.00
The Peoples Gas Light and Coke Company File 95-0-165 19th Floor 130 East Randolph Street Chicago, Illinois 60601	2/20/95 1842 South St. Louis Avenue	615.00
The Peoples Gas Light and Coke Company File 95-0-167 19th Floor 130 East Randolph Street Chicago, Illinois 60601	2/16/95 625 North Springfield Avenue	427.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-198 19th Floor 130 East Randolph Street Chicago, Illinois 60601	9/14/94 8327 South Prairie Avenue	$ 310.00
The Peoples Gas Light and Coke Company File 95-0-196 19th Floor 130 East Randolph Street Chicago, Illinois 60601	9/15/94 8351 South Prairie Avenue	515.00
The Peoples Gas Light and Coke Company File 95-0-197 19th Floor 130 East Randolph Street Chicago, Illinois 60601	9/15/94 8347 South Prairie Avenue	485.00
The Peoples Gas Light and Coke Company File 95-0-209 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/3/95 1626 South Homan Avenue	500.00
The Peoples Gas Light and Coke Company File 95-0-204 19th Floor 130 East Randolph Street Chicago, Illinois 60601	2/3/95 5000 West Argyle Street	934.00
The Peoples Gas Light and Coke Company File 95-0-296 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/28/95 3746 South Western Avenue	1,500.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-297 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/30/95 2854 West 21st Street	$1,443.00
The Peoples Gas Light and Coke Company File 95-0-292 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/24/95 344 East 84th Street	576.00
The Peoples Gas Light and Coke Company File 95-0-182 19th Floor 130 East Randolph Street Chicago, Illinois 60601	10/7/95 5487 South Ellis Avenue	551.00
The Peoples Gas Light and Coke Company File 95-0-349 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/29/95 11735 South Longwood Avenue	257.00
The Peoples Gas Light and Coke Company File 95-0-191 19th Floor 130 East Randolph Street Chicago, Illinois 60601	9/13/94 5538 South Lafayette Avenue	536.00
The Peoples Gas Light and Coke Company File 95-0-228 19th Floor 130 East Randolph Street Chicago, Illinois 60601	5/19/95 8500 South Dorchester Avenue	531.00

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Company File 95-0-299 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/5/95 3500 South Western Boulevard	$1,500.00
The Peoples Gas Light and Coke Company File 95-0-300 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/5/95 2314 West 23rd Street	537.00
The Peoples Gas Light and Coke Company File 95-0-285 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/23/95 3706 South Western Boulevard	877.00
The Peoples Gas Light and Coke Company File 95-0-172 19th Floor 130 East Randolph Street Chicago, Illinois 60601	3/1/95 4438 South Berkley Avenue	133.00
The Peoples Gas Light and Coke Company File 95-0-311 19th Floor 130 East Randolph Street Chicago, Illinois 60601	4/7/95 651 -- 653 East 81st Street	344.00

Damage To Vehicle.

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

Vanessa Elaine Bailey Apartment 3 7700 South Ridgeland Avenue Chicago, Illinois 60649	2/4/94 6020 South Michigan Avenue	$421.25 138.75*
Kenneth R. Berglind 10500 South Millard Avenue Chicago, Illinois 60655	5/4/95 3124 South Sacramento Avenue	119.00 350.00*
Jeffrey Eric Cole 8800 South Blackstone Avenue Chicago, Illinois 60619	3/13/95 9036 South Justine Street	930.00
Christine Dukes 6056 South Winchester Avenue Chicago, Illinois 60636	12/30/94 9910 South Western Avenue	1,330.00 170.00*
Timothy Garrity and Chicago Motor Club Insurance Company 999 East Touhy Avenue Des Plaines, Illinois 60018	11/18/94 North Oakley Avenue and West Wellington Avenue	1,372.00
D'Mitry Green 4402 Hammersmith Glenview, Illinois 60025	2/8/94 1000 East 57th Street	1,355.00 10.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Linda J. Greenberg-Hanessian 1328 East Madison Park Chicago, Illinois 60615	2/1/95 Alley between South Woodlawn Avenue and East Dorchester Avenue	$171.00 30.00*
Maury Montez Harris 10139 South Lowe Avenue Chicago, Illinois 60628	3/11/95 1300 East 75th Street	472.00
Walter J. Murawsky Apartment 26D 5733 North Sheridan Road Chicago, Illinois 60660	10/16/94 2429 North Damen Avenue	1,500.00
Steven Patrick Pigott Route 5 Box 160C Bateman Road Barrington Hills, Illinois 60010	2/8/95 1000 North Orleans Street	230.00 100.00*
Scott M. Shields Apartment 1R 1915 North Winchester Avenue Chicago, Illinois 60622	1/17/95 West North Avenue and North Lowell Avenue	1,309.00
Melvin Ray Thompson Apartment 3W 7633 South East End Avenue Chicago, Illinois 60649	11/4/94 7633 South Winchester Avenue	621.00 355.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Linda Zaremba 5516 West Warwick Avenue Chicago, Illinois 60641	3/31/94 5231 West Irving Park Road	$ 301.00 50.00*

Damage To Property.

Department Of Fire:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Esteen Powe 1910 South Springfield Avenue Chicago, Illinois 60623	12/8/94 1910 South Springfield Avenue	$360.00

Damage To Vehicle.

Department Of Fire:
Account Number 100-99-2005-0934-0934.

Jonathan Adams 11625 Stephanie Lane Mokeno, Illinois 60448	2/19/94 2741 West 60th Street	$445.00 280.00
Nicholas Baroni 5724 West Leland Avenue Chicago, Illinois 60630	1/25/94 5602 South Mayfield Avenue	775.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Maria Brunetti and State Farm Insurance Company Suite S 4220 West 95th Street Oak Lawn, Illinois 60453	1/27/95 3028 East 93rd Street	$ 282.00
Budget Rent-A-Car and Delta Management Assoc., Inc. 1 West Water Street Attention: Paul Darby St. Paul, Minnesota 55107	7/11/94 55 West Illinois Street	1,417.00
Herbert Harris 110 East 79th Street Chicago, Illinois 60619	9/15/94 East 58th and South Ellis Avenue	668.00
Ray Charles Ingram 4422 West Maypole Avenue Chicago, Illinois 60624	6/4/94 141 North Hermitage Avenue	896.00 470.00*
Hattie Jackson 9332 South Racine Avenue Chicago, Illinois 60620	8/13/94 8930 South May Street	999.00
Steiner Corporation and Gab Business Services, Inc. Suite 3504 2235 Enterprise Drive Westchester, Illinois 60154	9/13/94 2420 West Diversey Avenue	669.00
Regina Ann Woodfolk Apartment 205 7022 South South Shore Drive Chicago, Illinois 60649	12/22/94 4158 West Irving Park Road	20.00 205.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Ahmad Yasser and Lumbermens Mutual Casualty P.O. Box 1878 Arlington Heights, Illinois 60006	3/2/94 6250 North California Avenue	$ 860.00

Damage To Vehicle.

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

Hong Diep 2925 South Farrell Street Chicago, Illinois 60608	4/8/94 South Lyman Street and South Farrell Street	$ 550.00
Thomas P. Lavelle 648 West Oakdale Avenue Chicago, Illinois 60657	3/6/94 648 West Oakdale Avenue	1,279.00
Evelyn Martin 8229 South Vernon Avenue Chicago, Illinois 60619	1/25/94 8229 South Vernon Avenue (alley)	546.00
James Seefeldt and American Family Insurance Company 6000 American Parkway Madison, Wisconsin 53783	2/19/94 5200 Lake Shore Drive	562.00
Amy Wade 307 Heustis Street Yorkville, Illinois 60560	3/6/94 648 West Oakdale Avenue	854.00

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Torrey Lamar Barrett Apartment 62 2100 College Drive Baton Rouge, Louisiana 70808	2/22/94 During towing	$1,000.00
Alice Baumann Apartment 217 1154 West Lunt Avenue Chicago, Illinois 60626	12/3/93 During towing	172.00
Robert Alan Berger 711 Concorde Drive Highland Park, Illinois 60035	3/28/94 1301 North LaSalle Street	681.00
Jill V. Billington and State Farm Insurance Company 1045 South Des Plaines Avenue Forest Park, Illinois 60130	11/4/94 During towing	560.00 590.00*
Louise Carrillo 12816 South Manistee Avenue Chicago, Illinois 60633	1/13/94 During towing	300.00
Kristine Powers 193 Arden Road Columbus, Ohio 43214	5/1/93 During towing	863.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
William Mitchell Mays 1457 North Long Avenue Chicago, Illinois 60651	11/27/93 During towing	$ 638.00*
Earnest Cooper Apartment 410 320 Circle Forest Park, Illinois 60130	12/23/93 During towing	85.00*
CSM Fastener Products Company and Gulf Insurance Group 4600 Fuller Drive P.O. Box 1771 Irving, Texas 75038	7/26/93 During towing	1,210.00 25.00*
Michelle Douglas in care of Willa Douglas 2705-A South Michigan Avenue Chicago, Illinois 60616	2/7/94 During towing	885.00
Patrick M. Fisher and United Services Automobile P. O. Box 33490 San Antonio, Texas 78265	10/21/92 During towing	715.00
Marsha Forness and American Family Insurance Group P. O. Box 2927 Milwaukee, Wisconsin 53201	12/28/93 During towing	109.00 25.00*
Deborah H. Frank and Liberty Mutual Insurance Group Commerce Plaza Suite 300 5000 Tilghman Street Allentown, Pennsylvania 18104	8/19/91 During towing	399.00 170.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Tania Giordani P. O. Box 198321 Chicago, Illinois 60619	12/1/93 During towing	$ 377.00 25.00*
Addison Allen Goodwin Country House Apartments Apartment 10 621 Reid Road Grand Blanc, Michigan 48439	2/3/93 During towing	886.00 25.00*
Elizabeth Gottainer Suite 1501 666 Dundee Road Northbrook, Illinois 60062	4/18/94 During relocation	406.00
Alicia Herrera Apartment 101 10515 West Grand Avenue Northlake, Illinois 60164	2/10/94 During towing	730.00
Wei L. Hsu 3246 South Emerald Avenue Chicago, Illinois 60616	4/10/94 During towing	130.00
Nancy Ellen Hulvey 814 Pennsylvania Avenue Aurora, Illinois 60506	9/6/93 During towing	370.00
Erma Louise Hunt 15221 Marshfield Harvey, Illinois 60426	4/26/94 During towing	619.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Jia Tongyi 2526 Brian Drive Northbrook, Illinois 60062	3/14/94 During towing	$ 134.00
Edwina Kadera Unit 106 2200 Cherry Lane Lisle, Illinois 60532	3/3/94 During towing	522.13 871.87*
Kirk D. Kline 8532 West Ottawa Avenue Niles, Illinois 60714	12/9/93 During towing	152.00 125.00*
Kevin Kotas 3320 North Rutherford Avenue Chicago, Illinois 60634	12/2/93 During relocation	38.00 100.00*
James L. Maroney 506 Lake Drive (Sunset Shores) New Buffalo, Michigan 49117	4/9/94 During towing	1,125.00 375.00*
Rachel Marie Morr Apartment 2E 1533 North Wells Street Chicago, Illinois 60610	4/11/94 During towing	1,415.00 85.00*
Robert David Mosky 2615 North Burling Street Chicago, Illinois 60614	4/13/94 During towing	180.00
Jeffrey Nelson 211 Pin Oak Wilmette, Illinois 60091	4/10/94 During towing	151.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Anne Therese Neumann Apartment 2F 1216 West Barry Avenue Chicago, Illinois 60657	10/9/92 During towing	$400.00
Janice La Jeaune Outlaw 4034 West Belle Place St. Louis, Missouri 63108	2/28/94 During towing	124.00 100.00*
Michael Pallotto Apartment 4 1034 North Milwaukee Avenue Chicago, Illinois 60622	3/8/94 During towing	320.00 170.00*
Anissa Pollina Apartment 425 1749 North Wells Street Chicago, Illinois 60614	2/17/94 During towing	123.00
David O. Roberts 1534 Buxton Court Wheeling, Illinois 60090	4/24/94 During towing	603.00
Allen K. Ross Suite 3500 135 South LaSalle Street Chicago, Illinois 60603	3/12/94 During towing	654.00 430.00*
Eugene Salamon 919 Sheridan Road Evanston, Illinois 60202	9/20/92 During towing	718.00 80.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Larry Schneider P.O. Box 578338 Chicago, Illinois 60657	2/26/94 During towing	$ 95.00 790.00*
Steven R. Silverstein 5420 North Campbell Avenue Chicago, Illinois 60659	2/2/94 During towing because of breakdown	383.00 260.00*
Deborah Walker 8119 South California Avenue Chicago, Illinois 60652	3/25/94 During towing	283.00
Carlisa Washington 1265 West Cabrini Street Chicago, Illinois 60607	4/17/93 During towing	50.00 175.00*
Robert E. Williams 698 Yandes Street Franklin, Indiana 46131	3/7/93 During towing	484.00

Damage To Property.

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

Name And Address	Date And Location	Amount
Lillian Henderson 6514 South Paulina Street Chicago, Illinois 60636	1/25/94 6514 South Paulina Street	$703.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

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

Name And Address	Date And Location	Amount
Cedric West 1636 North Leclaire Avenue Chicago, Illinois 60639	11/9/93 1044 South Oakley Boulevard	$1,020.00*
Laura M. Logan 11004 Legends Lane Austin, Texas 78747	12/9/93 1411 North Wells Street	1,500.00

Damage To Property.

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

Name And Address	Date And Location	Amount
Emanuel Girtley 12343 South Union Avenue Chicago, Illinois 60628	3/11/94 12343 South Union Avenue	$ 474.00
Ralph Perfetto 5101 South Long Avenue Chicago, Illinois 60638	1/22/94 5101 South Long Avenue	180.00
Harry and Ellen Przekop 950 West Lake Street Chicago, Illinois 60607	2/28/94 950 West Lake Street (alley)	1,226.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Saint Alphonsus Church and Christian Brother Service 1205 Windham Parkway Romeoville, Illinois 60441	5/20/93 1440 West Oakdale Avenue	$1,500.00
The Peoples Gas Light and Coke Company File 95-0-23 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	12/13/94 2142 West 23rd Place	1,162.00
The Peoples Gas Light and Coke Company File 94-0-330 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	11/22/94 1703 West 19th Street	1,132.00
The Peoples Gas Light and Coke Company File 94-0-329 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	10/27/94 1427 West 17th Street	1,103.00
The Peoples Gas Light and Coke Company File 95-0-24 Room 311 122 South Michigan Avenue Chicago, Illinois 60603	12/13/94 2136 West 23rd Place	603.00
Union Pacific Railroad Company 111 South Magnolia Street Palestine, Texas 75801	3/4/94 113th Street	1,500.00
Lucille Ventrella 3220 North Newcastle Avenue Chicago, Illinois 60634	3/31/94 3220 North Newcastle Avenue	205.00
Arlene Wilkosky and General Casualty Insurance Company P.O. Box 450 Freeport, Illinois 61032	11/23/93 7114 South Spaulding Avenue	275.00

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
John Berman and C and A Companies 14th Floor Recovery Department 200 South Wacker Drive Attention: Barbara Blecher Chicago, Illinois 60606	2/9/94 West Washington Boulevard and North Sacramento Boulevard	$ 597.00
Steven Bielecki 4821 North Sayre Avenue Chicago, Illinois 60656	1/27/94 2655 North Greenview Avenue	1,440.00 60.00*
George Buford and Chicago Motor Club Insurance Company 5324 West 124th Street Alsip, Illinois 60658	2/4/94 3603 West Ogden Avenue	895.00 100.00*
Erik Carver and Merit Insurance Company Suite 2000 35 East Wacker Drive Chicago, Illinois 60601	1/30/94 1642 South Homan Avenue	989.00 145.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Supannee Chitthieng and Coronet Insurance Group 3500 West Peterson Avenue Chicago, Illinois 60659	11/18/94 4755 North Campbell Avenue	$ 676.00
Robert Cothern 4622 West Jackson Boulevard Chicago, Illinois 60644	11/22/93 1340 North Cicero Avenue	500.00*
Stanley Cohn 8520 North Christiana Avenue Skokie, Illinois 60076	3/4/94 4646 North Lamon Avenue	768.00
Christine Dzivk and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	2/12/94 1055 North Western Avenue	211.00 100.00*
Deidra Edwards and State Farm Insurance Company 26200 Aurora Road Bedford Heights, Ohio 44146	11/27/93 North Elston Avenue and West Cortland Street	614.00
Marguerite Fernandez 4823 North Ashland Avenue Chicago, Illinois 60640	2/25/94 4823 North Ashland Avenue	875.00
Richard Goynshor and Bell Corporation P. O. Box 24538 Tampa, Florida 33623	8/12/93 5249 North Clark Street	1,300.00 50.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Cynthia Green and GEICO P. O. Box 31 Mokena, Illinois 60448	2/2/93 South Lowe Avenue and West 117th Street	$1,011.00
Gloria Green 2nd Floor 7752 South Cornell Avenue Chicago, Illinois 60649	2/19/94 1822 East 73rd Street	482.00
Antelmo Hernando 3130 West 41st Street Chicago, Illinois 60623	2/25/94 2608 South Central Park Avenue	1,312.00 135.00*
John H. Hooper 829 North Laramie Avenue Chicago, Illinois 60651	3/25/94 4830 West Chicago Avenue (side lot)	130.00 220.00*
Hattie Mae House Apartment 1 610 North Christiana Avenue Chicago, Illinois 60624	4/5/94 Kostner Avenue and West Madison Street	905.00
Klico, Ltd. and American Country Insurance Company 222 North LaSalle Street Chicago, Illinois 60601	2/23/94 West Wisconsin Street and North Lincoln Park West	1,500.00
Robert Layne 8030 South Escanaba Avenue Chicago, Illinois 60617	2/26/94 8030 South Escanaba Avenue	830.00 90.00*
Raymond Ly 3026 South Emerald Avenue Chicago, Illinois 60616	4/8/94 3026 South Emerald Avenue	534.00 62.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Irys Gail Martino 603 Oriole Drive Streamwood, Illinois 60107	1/21/94 West Altgeld Street and North Luna Avenue	$719.00 50.00*
Colleen McNulty 1992 Westgate Terrace Highland Park, Illinois 60035	1/28/94 8257 South Cottage Grove Avenue	430.00
Stanley Lee Nevils 6138 South Artesian Avenue Chicago, Illinois 60629	2/25/94 2600 East 83rd Street	223.00
William Pardy 316 North Wilmette Westmont, Illinois 60559	2/9/94 1415 North Dearborn Street	293.00 100.00*
Peterson Funeral Home, Inc. and Commercial Union Insurance Company 1805 High Point Drive Naperville, Illinois 60563	6/1/93 7901 South Komensky Avenue	1,200.00
Luis A. Pezzarossi Apartment 1 2620 West Balmoral Avenue Chicago, Illinois 60625	1/25/94 West Touhy Avenue and North Harlem Avenue	584.00 25.00*
Michael Rosen and State Farm Insurance Company 160 Industrial Drive Elmhurst, Illinois 60126	2/25/94 1820 West Lunt Drive	1,087.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Edith Tisdale and American Service Insurance Company 8th Floor 9801 West Higgins Road Rosemont, Illinois 60018	3/1/94 8826 South Normal Avenue	$514.00 200.00*
Victoria Zimelis 933 West Altgeld Street Chicago, Illinois 60614	2/25/94 1426 West Diversey Parkway	130.00

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 Bankers Insurance Company 11222 Quall Roost Drive Miami, Florida 33157	12/1/92 During towing and while impounded	$820.00
Wayne Lewis, Sr. 8122 South Evans Avenue Chicago, Illinois 60619	1/17/95 103rd and South Doty Avenue	55.00
Brent Robinson Apartment 409 3445 South Rhodes Avenue Chicago, Illinois 60616	3/9/94 Police auto pound	308.20 50.00*
Harold Siebel Apartment 405 5633 North Winthrop Avenue Chicago, Illinois 60660	7/6/94 Police auto pound	508.00 25.00*

* 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
Issa J. Dababneh Apartment 2B 9317 South Harlem Avenue Oak Lawn, Illinois 60453	6/27/94 to 10/26/94 959 South Western Avenue	$400.00
Lilia Focil 3307 West Belden Avenue Chicago, Illinois 60647	2/24/94 to 6/30/94 2705 -- 2707 North Campbell Avenue	400.00
Felipe Salazar 2131 West Homer Street Chicago, Illinois 60647	2/7/94 to 4/12/94 2131 West Homer Street	400.00

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant on account of underground leaks and to charge same to Account No. 200-87-2015-0952-0952:

Name And Address	Date And Location	Amount
Broadway Montrose Building 1002 West Montrose Avenue Chicago, Illinois 60613	6/26/91 to 10/2/91 4400 -- 4408 North Sheridan Road	$400.00
Ted Tsekeris 4218 North Leavitt Street Chicago, Illinois 60618	8/18/93 to 10/18/93 4349 -- 4351 North Damen Avenue	400.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, September 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 6805 through 6807 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

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

(Continued on page 6808)

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 9/13/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
ALBANY CONDOMINIUM ASSN.	6	SEMI-ANNUAL	93	225.00	BERNARD L. STONE	50
AMHURST LOFT CONDO ASSN.	65	SEMI-ANNUAL	93	1,538.04	TERRY M.. GABINSKI	32
BELL-WEST CONDOMINIUM ASSN.	30	ANNUAL	93	2,250.00	BERNARD L. STONE	50
BELLMORE APARTMENTS SOUTH, INC.	18	ANNUAL	93	865.00	BERNARD L. STONE	50
BELMONT CONDOMINIUM ASSN.	9	SEMI-ANNUAL	93	337.50	BERNARD J. HANSEN	44
BIRCHTREE MANOR CONDOMINIUM	18	SEMI-ANNUAL	93	675.00	BRIAN G. DOHERTY	41
CARL SANDBURG VILLAGE CONDO	616	SEMI-ANNUAL	94	13,916.70	BURTON F. NATARUS	42
CASSIEL CONDOMINIUM ASSOC	30	ANNUAL	93	2,250.00	BRIAN G. DOHERTY	41
CHAPPEL COURT CONDO ASSOC	12	ANNUAL	93	900.00	BARBARA HOLT	05
CHATHAM PARK SOUTH COOPERATIVE	112	ANNUAL	93	2,055.00	JOHN O. STEELE	06
CHATHAM PARK VILLAGE CONDO	552	ANNUAL	93	20,399.00	JOHN O. STEELE	06
CLIFTON LANDMARK CONDO. ASSOC.	24	ANNUAL	93	1,704.00	CHARLES BERNARDINI	43
CORNELIA COURTS CONDO ASSN. II	6	ANNUAL	93	450.00	WILLIAM JP BANKS	36
EDISON PARK PLACE CONDOMINIUM	24	SEMI-ANNUAL	93	900.00	BRIAN G. DOHERTY	41
EDISON PLACE CONDO ASSOCIATION	27	SEMI-ANNUAL	93	1,012.50	BRIAN G. DOHERTY	41
FRIENDLY VILLAGE #1 CONDO.	18	SEMI-ANNUAL	93	506.00	BRIAN G. DOHERTY	41
FRIENDLY VILLAGE #1 CONDO.	18	SEMI-ANNUAL	93	499.50	BRIAN G. DOHERTY	41
GALEWOOD NORTH CONDOMINIUMS	12	ANNUAL	93	721.00	WILLIAM JP BANKS	36
GRANVILLE COURTS CONDOMINIUMS	6	ANNUAL	93	450.00	PATRICK J O'CONNOR	40
GRANVILLE TERRACE MUTUAL TRUST	116	ANNUAL	93	6,752.83	PATRICK J O'CONNOR	40
GREENLEAF APT. BLDG. CORP.	37	ANNUAL	93	2,775.00	JOE MOORE	49
GREENVIEW PASSAGE CONDO. ASSN.	30	ANNUAL	92	2,250.00	TERRY M.. GABINSKI	32
GREENVIEW PASSAGE CONDO. ASSN.	30	ANNUAL	93	2,250.00	TERRY M.. GABINSKI	32
GREENWOOD PARK CONDO. ASSN.	6	ANNUAL	93	450.00	TONI PRECKWINKLE	04
GUNNISON POINT CONDO ASSOC	32	SEMI-ANNUAL	93	744.00	PATRICK J. LEVAR	45
HANOVER CONDOMINIUM	168	SEMI-ANNUAL	93	4,430.00	BURTON F. NATARUS	42
HORIZON HOUSE CONDO. ASSOC	110	SEMI-ANNUAL	93	4,125.00	MARY ANN SMITH	48
HOYNE CONDOMINIUM HOMES	6	ANNUAL	93	450.00	TERRY M.. GABINSKI	32
INNISBROOK CONDO ASSOC. #5	54	SEMI-ANNUAL	93	1,236.00	BRIAN G. DOHERTY	41
JACKSON TOWERS CONDOMINIUM	78	ANNUAL	93	5,850.00	BARBARA HOLT	05
KEYSTONE COURTS CONDO ASSOC #2	12	ANNUAL	93	833.00	MICHAEL A. WOJCIK	30
KINGS COURT CONDO. PHASE II	36	SEMI-ANNUAL	93	1,350.00	FRANK OLIVO	13
LUDWIG DRUM FACTORY BUILDING	43	ANNUAL	93	3,225.00	EUGENE C. SCHULTER	47
MASON MANOR, INC.	24	ANNUAL	93	1,800.00	SAM BURRELL	29
MIDWAY APARTMENT BUILDING CORP	38	ANNUAL	93	2,665.90	BARBARA HOLT	05
MO-AD CORPORATION	14	ANNUAL	93	991.14	RICHARD F. MELL	33
OLCOTT VISTA CONDO ASSOC	9	SEMI-ANNUAL	93	337.50	WILLIAM JP BANKS	36
OXFORD HOMES CONDOMINIUM ASSN.	21	ANNUAL	93	1,500.00	BARBARA HOLT	05
POINSETTA EAST CONDOMINIUM	10	ANNUAL	93	750.00	BARBARA HOLT	05
PROMOTORY COOPERATIVE APTS.	121	ANNUAL	93	1,512.00	BARBARA HOLT	05
RIDGE PARK CONDO. ASSN.	21	SEMI-ANNUAL	93	787.50	JOE MOORE	49
RIDGEMOOR ESTATES CONDO	44	SEMI-ANNUAL	93	1,050.00	THOMAS ALLEN	38
RIDGEWOOD ESTATES CONDO ASSOC.	92	ANNUAL	93	6,094.00	BERNARD L. STONE	50
SHERWOOD CASTLE CONDO. ASSN.	6	SEMI-ANNUAL	93	225.00	BERNARD L. STONE	50
SHORELINE CONDOMINIUM ASSN.	49	ANNUAL	93	2,635.20	BARBARA HOLT	05

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/13/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR *****************	
SOUTH CRANDON CONDO. ASSN.	42	ANNUAL	93	2,160.00	BARBARA HOLT	05
THE MARLBOROUGH CONDO. ASSN.	106	ANNUAL	93	7,950.00	CHARLES BERNARDINI	43
THE PARKSHORE ASSOCIATED	115	ANNUAL	93	5,136.00	BARBARA HOLT	05
THE 1325 BIRCHWOOD BUILDING	18	ANNUAL	93	1,295.00	JOE MOORE	49
THE 2736 N. HAMPDEN CT. CONDO.	16	ANNUAL	93	1,200.00	CHARLES BERNARDINI	43
TIARA HOMEOWNERS ASSOCIATION	100	SEMI-ANNUAL	93	2,012.00	MARY ANN SMITH	48
UNIVERSITY COMMONS CONDOMINIUM	30	ANNUAL	93	2,184.00	BARBARA HOLT	05
WATERGATE EAST CONDOMINIUM	32	ANNUAL	93	2,112.00	BARBARA HOLT	05
WILSON COURT CONDOMINIUM	20	SEMI-ANNUAL	93	750.00	PATRICK J. LEVAR	45
WINCHESTER-HOOD CO-OP EXT. B	72	ANNUAL	93	3,641.50	PATRICK J O'CONNOR	40
WINSTON SOUTH CONDOMINIUM	18	SEMI-ANNUAL	93	675.00	BARBARA HOLT	05
WISCONCIN PL. COMMONS	7	ANNUAL	93	525.00	CHARLES BERNARDINI	43
1116-18 LOYOLA CONDO ASSC.	10	ANNUAL	93	654.00	JOE MOORE	49
1253-55 W. ELMDALE CONDOMINIUM	7	ANNUAL	93	525.00	MARY ANN SMITH	48
1454-1456 HOLLYWOOD CONDO. ASSN	6	ANNUAL	93	450.00	MARY ANN SMITH	48
1550 CONDOMINIUM ASSOCIATION	200	ANNUAL	93	5,570.00	CHARLES BERNARDINI	43
1555 N. ASTOR CONDOMINIUM	114	ANNUAL	93	4,637.34	CHARLES BERNARDINI	43
1637-39 W. CHASE CONDO. ASSN.	6	ANNUAL	93	450.00	JOE MOORE	49
1961-71 W. WINONA CONDO. ASSN.	13	ANNUAL	93	688.40	EUGENE C. SCHULTER	47
2051-61 EAST 72ND ST.	18	ANNUAL	93	1,214.40	BARBARA HOLT	05
21 E. CHESTNUT CONDO ASSOC.	161	SEMI-ANNUAL	93	2,430.00	BURTON F. NATARUS	42
253 EAST DELAWARE CONDO. ASSOC	164	SEMI-ANNUAL	93	3,838.00	BURTON F. NATARUS	42
2944 N. LARAMIE BUILDING CORP.	12	ANNUAL	93	840.00	MICHAEL A. WOJCIK	30
33 PHILLIPS CONDOMINIUM ASSN.	6	ANNUAL	93	450.00	WILLIAM M. BEAVERS	07
3730-40 LAKE SHORE DR. CONDO	62	SEMI-ANNUAL	93	2,325.00	HELEN SHILLER	46
399 CORPORATION	32	SEMI-ANNUAL	93	1,200.00	CHARLES BERNARDINI	43
4247-49 N. KEYSTONE CONDO INC	9	ANNUAL	93	675.00	MICHAEL A. WOJCIK	30
425 429 BRIAR PLACE CONDO	8	ANNUAL	93	600.00	BERNARD J. HANSEN	44
426 BARRY CONDOMINIUM ASSN.	51	ANNUAL	93	1,707.00	BERNARD J. HANSEN	44
4650 N. HERMITAGE CONDO. ASSN.	6	ANNUAL	93	450.00	EUGENE C. SCHULTER	47
4900 DREXEL BLVD. COOPERATIVE	60	SEMI-ANNUAL	93	1,415.70	TONI . PRECKWINKLE	04
5401 HYDE PARK CONDOMINIUM	78	ANNUAL	93	3,542.10	BARBARA HOLT	05
5435-37 S. HYDE PARK CONDO.	6	ANNUAL	93	450.00	BARBARA HOLT	05
5500 WEST HIGGINS CONDO. ASSN.	10	ANNUAL	93	750.00	PATRICK J. LEVAR	45
5514 CORNELL CONDOMINIUM ASSN.	31	ANNUAL	93	2,325.00	BARBARA HOLT	05
5543-56 S. KIMBARK CONDO ASSOC	62	ANNUAL	93	2,640.00	BARBARA HOLT	05
5647-49 S. BLACKSTONE APTS.	7	ANNUAL	93	525.00	BARBARA HOLT	05
5658-60 BLACKSTONE CONDO ASSC.	13	ANNUAL	93	975.00	BARBARA HOLT	05
5715 S. KENWOOD CONDO ASSN.	15	ANNUAL	93	1,125.00	BARBARA HOLT	05
5757 N. SHERIDAN RD. CONDO.	171	ANNUAL	93	3,420.00	MARY ANN SMITH	48
6040 N. TROY CONDO. ASSN.	42	ANNUAL	93	2,047.50	BERNARD L. STONE	50
6300 SHERIDAN ROAD CONDO ASSOC	126	SEMI-ANNUAL	93	3,168.00	JOE MOORE	49
651 W. SHERIDAN CONDO. ASSN.	24	ANNUAL	93	1,800.00	HELEN SHILLER	46
663 WEST GRACE CONDO. ASSOC.	80	ANNUAL	93	2,664.00	HELEN SHILLER	46
6707 CHAPPEL CONDOMINIUM ASSN.	8	ANNUAL	93	600.00	BARBARA HOLT	05

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 9/13/95

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
6970-72 N. ASHLAND CONDOMINIUM	10	ANNUAL	93	750.00	JOE MOORE	49
700_708 BITTERSWEET CONDO. ASSN	124	ANNUAL	93	5,490.00	HELEN SHILLER	46
708-10 W. BUENA AVE. CONDO	9	ANNUAL	93	675.00	HELEN SHILLER	46
7518 RIDGE BLDG. CORP.	6	ANNUAL	93	426.00	BERNARD L. STONE	50
7522 RIDGE BUILDING CORP.	6	ANNUAL	93	426.00	BERNARD L. STONE	50
7800 S. WINCHESTER CONDOMINIUM	8	ANNUAL	93	600.00	THOMAS W. MURPHY	18

(Continued from page 6804)

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 6809 through 6811 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on October 2, 1991 and on subsequent dates, sundry claims as follows:

Agoirre, Francisco and American Family Insurance Company

Al Johnson Transport, Inc. and Safeco Insurance Company

(Continued on page 6812)

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ALBERGO, LORRAINE	13-30-101-036-1015	36 BANKS	50.00
ALEXANDER, JEAN K.	14-08-203-015-1063	48 SMITH	50.00
ARMSTRONG, RUEBERTHA M.	19-27-401-038-1182	13 OLIVO	50.00
BALUYUT, NORMA R.	17-10-214-011-1530	42 NATARUS	50.00
BEDROSIAN, JOHN	17-10-400-012-1433	42 NATARUS	50.00
BEGICH, CARMEL J.	19-27-401-038-1156	13 OLIVO	50.00
BOHME, DAVID	14-05-403-021-1177	48 SMITH	50.00
BOJCZUK, MARIA	10-31-417-050-1013	41 DOHERTY	50.00
BROWN, ROSA L.	25-11-300-030-0000	08 DIXON	50.00
BRYANT, LILLIE M.	20-21-426-046-0000	06 STEELE	50.00
BURR, MARTHA A.	11-29-110-009-0000	49 MOORE	50.00
CALDWELL, ANNE P.	9-36-111-045-1009	41 DOHERTY	50.00
CAMPIONE, GLADYS	17-09-410-014-1221	42 NATARUS	50.00
CHILDERS, JAMES	17-04-224-049-1071	42 NATARUS	50.00
CLAYTON, ELIZABETH	14-05-403-021-1191	48 SMITH	50.00
COLLINS, MARGARET M.	14-21-111-007-1350	46 SHILLER	50.00
COOKE, DORIS	14-16-301-041-1149	46 SHILLER	50.00
CRITTENDON, ROBERT L.	20-34-413-024-0000	06 STEELE	50.00
DELOPEZ, FRANCES	12-11-310-071-1037	41 DOHERTY	50.00
DESANTI, GEORGE	17-03-207-068-1108	42 NATARUS	50.00
DETTERT, ROSELLYN R.	13-15-411-029-1013	30 WOJCIK	50.00
DOUGLAS, ROSETTA	20-34-413-024-0000	06 STEELE	50.00
DRY, FLORENCE	17-10-200-068-1185	42 NATARUS	50.00
DRY, HENRY & FAYE	17-10-200-068-1117	42 NATARUS	50.00
EGEL, YETTA D.	13-02-433-011-0000	39 LAURINO	50.00
EISENBERG, FRITZI	17-03-220-020-1076	42 NATARUS	50.00
FIELD, WILLIAM L.	17-03-106-027-1070	43 BERNARDINI	50.00
FIELDS, SIDNEY	17-03-101-018-0000	42 NATARUS	50.00
FINZELBER, EVELYN	17-03-220-127-1111	42 NATARUS	50.00
FIRLING, MARION R.	10-31-417-050-1014	41 DOHERTY	50.00
FOHRMAN, MARI C.	14-08-203-001-0000	48 SMITH	50.00
GORNEY, MARY P.	13-24-402-024-0000	47 SCHULTER	50.00
GORSLINE, KAY B.	17-02-222-018-0000	42 NATARUS	50.00
GOTTLIEB, RICHARD H.	17-03-101-022-0000	42 NATARUS	50.00
GRANT, GORDON P.	14-28-318-077-1147	43 BERNARDINI	50.00
GREEN, VIVIAN H.	20-25-213-026-1004	07 BEAVERS	50.00
GRIGSBY MR. LACY	25-11-300-030-0000	08 DIXON	50.00
GROSS, EDITH	10-36-100-015-1201	50 STONE	50.00
HAFT, HOWARD S.	17-03-221-003-0000	42 NATARUS	50.00
HAGMANN, DORIS M.	12-01-401-039-1042	41 DOHERTY	50.00
HAHN, MICHAEL	9-36-419-108-1001	41 DOHERTY	50.00
HAMNER, EUNICE K.	20-12-100-003-1107	04 PRECKWINKLE	50.00
HANDLER, JANET	14-21-103-030-1068	46 SHILLER	50.00
HANNA, BETTY J.	17-04-424-051-1378	42 NATARUS	50.00
HARPER, ALICE H.	17-10-400-012-1025	42 NATARUS	50.00
HASKINS, ELEANOR M.	13-15-412-027-1020	30 WOJCIK	50.00
HERRING, CHIEFIE A.	21-30-321-002-0000	07 BEAVERS	50.00
HOFFMAN, HAROLD L.	14-05-403-019-1062	48 SMITH	50.00
JACOBONE, BERNICE	14-33-400-042-1033	43 BERNARDINI	50.00
JASZCZOR, JOSEPH	13-15-412-027-1005	30 WOJCIK	50.00
JONES, MARION	17-10-401-005-1203	01 GRANATO	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KAIL, JEAN	10-36-118-005-1180	50 STONE	50.00
KALIN, PHYLLIS	17-10-401-005-1462	42 NATARUS	50.00
KARANT, ROSE S.	10-36-120-003-1120	50 STONE	50.00
KATZ, ETHELLE	14-16-301-041-1342	46 SHILLER	50.00
KAUFMAN, AVRUM M.	14-21-307-047-1010	44 HANSEN	50.00
KENDRICK, ROBERT D.	19-27-401-038-1199	13 OLIVO	50.00
KOEK, EVA B.	11-30-302-050-1006	50 STONE	50.00
KOZIN, HELEN	10-36-118-005-1112	50 STONE	50.00
KURNICK, ANN E.	14-05-407-017-1214	48 SMITH	50.00
LADOLCE, BLANCHE E.	9-36-419-104-1017	41 DOHERTY	50.00
LANNON, JACQUELINE	17-10-105-014-1056	42 NATARUS	50.00
LARSON, MARIE R.	9-36-109-033-1006	41 DOHERTY	50.00
LEVIN, MARY RUTH	14-06-219-013-0000	40 O'CONNOR	50.00
LEVINE, MINNIE R.	17-03-204-063-1041	42 NATARUS	50.00
LINGL, LUCILLE T.	13-24-402-024-0000	47 SCHULTER	50.00
LOVETT, LEONARD C.	17-04-424-051-1023	42 NATARUS	50.00
LUKOFF, IRVING	14-05-407-016-1069	48 SMITH	50.00
MADDOCKS, LEE M.	17-03-220-020-1438	42 NATARUS	50.00
MAGES, SHIRLEE G.	17-30-100-013-1034	43 BERNARDINI	50.00
MAGIDSON, LILLIAN	14-21-110-020-1332	46 SHILLER	50.00
MCKINSEY, ELIZABETH	17-03-207-061-1201	42 NATARUS	50.00
MOGILNER, SHIRLEY	17-03-221-003-0000	42 NATARUS	50.00
MONARCH, DAVID T.	14-06-214-017-0000	40 O'CONNOR	50.00
MORRIS, LORETTA S.	10-36-119-003-1149	50 STONE	50.00
MORYDZ, IRENE	12-11-310-074-1035	41 DOHERTY	50.00
MURTAUGH, JAMES J.	17-10-400-012-1599	42 NATARUS	50.00
PALMER, KARL R.	34-34-343-343-5512	42 NATARUS	50.00
PHILIPSBORN, THOMAS D.	17-10-200-068-1191	42 NATARUS	50.00
PLADIS, GUSTAVE N.	13-11-200-040-1023	39 LAURINO	50.00
ROBOT, JUDITH	13-11-420-040-1003	39 LAURINO	50.00
ROOT, PAUL	10-36-119-008-1098	50 STONE	50.00
ROSS, ANNE E.	17-03-208-021-1004	42 NATARUS	50.00
RUDMAN, ALLAN	10-36-100-011-1158	50 STONE	50.00
SAX, ARLINE B.	17-10-400-012-1141	42 NATARUS	50.00
SCHABERGER, HELEN T.	13-24-402-024-0000	47 SCHULTER	50.00
SEIRSKI, MIECZYSLAW	17-10-400-012-1545	42 NATARUS	50.00
SHERMAN, LETTY JO	17-09-410-014-1511	42 NATARUS	50.00
SOLOHUB, JAN	10-31-417-050-1020	41 DOHERTY	50.00
STEWART BERT	20-12-100-003-1543	04 PRECKWINKLE	50.00
SUTTON, SARAH	14-20-214-018-0000	46 SHILLER	50.00
TARRE, MARSHALL	17-03-226-065-1126	42 NATARUS	50.00
TRICHE, WALTER J.	20-35-308-018-1001	08 DIXON	50.00
TYLER, JOANN E.	20-11-206-058-0000	04 PRECKWINKLE	50.00
VANDERWERTH, ANTOINETTE	14-05-211-024-1258	48 SMITH	50.00
VIGILANTE, FRANK J.	17-04-424-051-1218	42 NATARUS	50.00
VITELLO, JOSEPHINE	14-21-110-020-1114	46 SHILLER	50.00
WEBBER, DALE	13-18-409-033-1019	38 ALLEN	50.00
WEINSTEIN, JUNE A.	17-03-220-020-1407	42 NATARUS	50.00
WHITE, ESTHER	11-11-111-111-5050	50 STONE	50.00
WIELGOS, VICTORIA	13-06-103-048-1002	41 DOHERTY	50.00
WOLKONSKY, PETER	17-03-202-061-1107	42 NATARUS	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
YEE, GUM E.	17-28-220-031-0000	01 GRANATO	50.00
ZANET, PETER F.	14-28-318-064-1252	43 BERNARDINI	50.00
ZIEMBA, MARIA	10-31-409-062-1015	41 DOHERTY	50.00
		* TOTAL AMOUNT	5,250.00

(Continued from page 6808)

Anderson, Billie Jean

Arnold, Alonzo and American Ambassador Casualty Company

Bailey, Stewart

Bartuch, Joseph and Enterprise Rent-A-Car

Bates, Pamela

Benton, Ora

Boyd, Marvis L.

Bridges, Willie J.

Cacuci, Aurelia

Caldwell, Otis and Karen

Capitol Management

Collins, Cheryl M.

Collins, George L.

Daniels, John P.

Davila, Luis R. and Allstate Insurance Company

Davis, Christine

Directions Metropolitan Group, Inc.

Eckholm, Marion

Elms, Vernon

Enterprise Rent-A-Car

Ford, Earnest

Franz, Julie

Garza, Gilbert and Economy Fire and Casualty

Gaudio, Mario

Geno's Towing and Auto Repair and John Deere Transportation

Gesiakowski, Kim E.

Glajzner, Sandra

Golon, Patrick E. and Gibson-Degood Insurance Agency

Green, Annie P.

Greene, Cynthia

Gubin, Deborah

Haggard, James W.

Harris, Isaac

Heitger, Christopher Lee

Henderson, Michael E.

Hornik, Alvina and Allstate Insurance Company

Howard, Willie Jr.

Hunt-Simmons, Lavonia and Allstate Insurance Company

Hutchinson, Violet M.

Johnson, Joseph

Jones, Beatrice

Jones, Curtis

Jones, Madeline and Allstate Insurance Company

Kinzig, Dennis and Melosine and Illinois Union Insurance

Knox, Marion F.

Lake, Thelma J.

Long, Susan

Luckett, Latanya L.

Marek, Margaret

Martinez, Angel Luis

Mascitti, Vickie

Mazzone, Carl and Mercury Insurance Group

Mix, Steven D.

Morales, Earl Colver and State Farm Insurance Company

Morrissey, John P.

Osborn, Daniel

Pazderka, Robert David

Pena II, Joel

Peterson, Kathy A.

Petre, Irene

Pignataro, Frances Harris

Pinckney, Guinton D.

Promphan, Ketsuda

Pryson, Joel Larrick

Rebidas, Malgorzata

Rodriguez, Paul

Rodriguez, William

Rust, John B.

Schertler, Mary and State Farm Insurance Company

Schulte, Matthew Charles

Scott, Cozetta and EMC Insurance Companies

Shaw, Benjamin

Shegog, Barbara

Silberman, Bruce

Slaick, Karen and State Farm Insurance Company

Sulkowski, Jan

Swanson, Richard

The Furniture People, Inc. and Hanover Insurance

The Peoples Gas, Light and Coke Company (14)

Thompson, John and Bessie

Thornton, Renita and Universal Casualty Company

Tidd, Carl A.

Torres, David

Tovar, Monica and John F. Dziedziak, Attorney

Trotter, Percy

Vega, Jose A.

Ware, Solomon Lee

Weisenbert, Daniel and State Farm Insurance Company

White, Charles E.

Williams, Henry

Williams, James E.

Zagorski, Jerome,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, Condominium Refuse Rebate Division, to which was referred on February 8, 1995 and on subsequent dates, sundry claims as follows:

Ward	Condo/Co-Op Name	Period	Date Submitted	Amount
1st	Lofts of Honore Condominium Association	93-C	5-2-95	$ 911.00
1st	Lofts of Honore Condominium Association	92-C	5-2-95	792.00
4th	Dorchester Court Condominium Association	91-C	4-12-95	1,472.00
4th	Dorchester Court Condominium Association	92-C	4-12-95	1,452.00
4th	Dorchester Court Condominium Association	93-C	4-12-95	1,597.00
7th	The 7355 South South Shore Drive Condominium	92-C	4-12-95	1,674.00
7th	The 7355 South South Shore Drive Condominium	93-C	4-12-95	1,787.00
30th	Keystone Courts Condominium No. 1	93-C	5-17-95	Paid
30th	Keystone Courts Condominium No. 1	94-C	3-9-95	Previously Submitted

Ward	Condo/Co-Op Name	Period	Date Submitted	Amount
30th	Keystone Courts Condominium No. 2	93-C	5-17-95	Previously Submitted
30th	Keystone Courts Condominium No. 2	94-C	3-9-95	Previously Submitted
30th	Keystone Terrace Condominium Association	92-C	6-14-95	Paid
38th	3821 North Narragansett Condominium Association	94-B	4-12-95	Previously Submitted
40th	Winchester Court Condominium Association	93-C	8-2-95	$2,208.00
40th	6251 -- 6253 Glenwood Condominium Association	93-C	5-2-95	1,212.00
41st	The Normandy Condominium Association	93-B	5-17-95	1,350.00
42nd	1150 Condominium Association	94-A	6-14-95	Previously Submitted
42nd	Harbor Square Condominium Association	94-B	7-13-95	Previously Submitted
43rd	555 West Arlington Condominium Association	94-C	6-14-95	Previously Submitted
45th	Jefferson Square Condominium Association	93-C	4-12-95	2,076.00

Ward	Condo/Co-Op Name	Period	Date Submitted	Amount
47th	Mozart Vista Condominium Association	92-C	5-2-95	$732.00
47th	Mozart Vista Condominium Association	93-C	5-2-95	732.00
47th	Cornerstone Condominium Association	93-C	4-12-95	1,068.00
48th	Carmen Walk Condominium Association	12-92	4-12-95	75.00
48th	Carmen Walk Condominium Association	93-C	4-12-95	900.00
49th	Sheridan East Condominium Association	93-C	2-8-95	Previously Submitted

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 -- SUNDRY CLAIMS FOR SEWER REBATES.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, Sewer Rebate Division, to which was referred on June 16, 1994 and on subsequent dates, sundry claims as follows:

Applebaum, David

Banayan, Ebrahim (2)

Brzostko, Jean E.

Hirsch, Gordon B.

Holstein, Blanche

Lazar, Carol Joy

Williams, Herbert G.

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 JUNE, 1995.

The Committee on Finance submitted the following report:

CHICAGO, September 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 judgements were entered or cases were settled during the month of June, 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 -- REPORT OF SETTLEMENT OF SUITS AGAINST CITY DURING MONTH OF JULY, 1995.

The Committee on Finance submitted the following report:

CHICAGO, September 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 judgements were entered or cases were settled during the month of July, 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 -- 1996 TAX LEVY REQUIREMENTS FOR FIREMEN'S ANNUITY AND BENEFIT FUND OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution from the Trustees of the Firemen's Annuity and Benefit Fund of Chicago concerning the 1996 tax levy requirements, in the amount of $42,930,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* 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 committee's recommendation was *Concurred In* and said resolution was *Placed on File.*

Placed On File -- 1996 TAX LEVY REQUIREMENTS FOR LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution from the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago concerning the 1996 tax levy, in the amount of $20,037,300, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* 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 committee's recommendation was *Concurred In* and said resolution was *Placed on File.*

Placed On File -- 1996 TAX LEVY REQUIREMENTS FOR RETIREMENT BOARD OF MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution from the Retirement Board of the Municipal Employees' Annuity and Benefit Fund of Chicago concerning the 1996 tax levy requirements, in the amount of $156,985,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* 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 committee's recommendation was *Concurred In* and said resolution was *Placed on File.*

Placed On File -- 1996 TAX LEVY REQUIREMENTS FOR RETIREMENT BOARD OF POLICEMEN'S ANNUITY AND BENEFIT FUND OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution from the Retirement Board of the Policemen's Annuity and Benefit Fund of Chicago concerning the 1996 tax levy requirement, in the amount of $106,863,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* 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 committee's recommendation was *Concurred In* and said resolution 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, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration five (5) applications for City of Chicago charitable solicitation (tag day) permits:

A. Felines, Inc.
September 23, 1995 -- citywide;

B. Knights of Columbus Charities, Inc.
October 20 and 21, 1995 -- citywide;

C. Children's Benefit League of Chicago and Suburbs
April 19, 1996 -- citywide;

D. Young Men's Christian Association of Metropolitan Chicago
May 3 and 4, 1996 -- citywide; and

E. Levi Lodge No. 12, Working Under Right Most Worshipful Saint John's Grand Lodge
September 30, 1995 -- citywide,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said applications and report were *Placed on File.*

Action Deferred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH GEORGE L. JEWELL SERVICES, LTD. FOR OPERATION OF CONCESSION AT HAROLD WASHINGTON LIBRARY.

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

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Chicago Public Library to execute an agreement between the City of Chicago and George L. Jewell Catering Services regarding the operation of a concession within the Harold Washington Library, 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 Aldermen Jones, Shaw, Burrell and E. Smith casting dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

WHEREAS, The City of Chicago owns and operates the Harold Washington Library Center, a public library located at 400 South State Street, Chicago, Illinois (the "Library"); and

WHEREAS, The City wishes to arrange for the establishment of a restaurant on the ninth floor of the Library; and

WHEREAS, George L. Jewell Services, Ltd. ("Contractor") has proposed to operate a restaurant concession in the Library; and

WHEREAS, By operating this concession, the Contractor will provide Library patrons with a valuable benefit; now, therefore,

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

SECTION 1. The above recitals are incorporated herein.

SECTION 2. The Mayor, the Purchasing Agent and the Comptroller are hereby authorized, subject to the approval of the Corporation Counsel as to form and legality, to enter into a restaurant concession license agreement ("Agreement") with George L. Jewell Services, Ltd. ("Contractor"), for the operation of a restaurant concession at the Library, substantially in the form attached hereto.

SECTION 3. Subject to the terms of the Agreement and compliance with the terms of all applicable ordinances of the City, the Contractor shall be permitted to serve alcoholic beverages in the Library.

SECTION 4. This ordinance shall be in full force and effect upon its passage and approval.

Concession License Agreement referred to in this ordinance reads as follows:

Harold Washington Library Center Restaurant.

Concession License Agreement.

This Agreement ("Agreement") is made this ____ day of ___________, 1995 by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois, by and through the Chicago Public Library (hereinafter referred to as "Licensor" or the "City"), and George L. Jewell Services, Ltd., an Illinois corporation (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Harold Washington Library Center, a public library at 400 South State Street, Chicago, Illinois (hereinafter referred to as "Library"); and

Whereas, Licensor wishes to arrange for the establishment of a high quality restaurant ("Restaurant") on the ninth (9th) floor of the Library consistent with its architecture and mission; and

Whereas, Licensee represents that it is ready, willing and able to conduct the operation of a restaurant at the Library; and

Whereas, The Licensor deems it in the public interest and beneficial to itself and to its operation of the Library to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

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

Part I -- Special Provisions

Section 1.

Premises.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, an exclusive license as described herein to use the following space (sometimes referred to herein as "Restaurant Space") located in the Library for the purposes specified in this Agreement and for no other purpose:

> The Restaurant Space is located on the south side of the ninth (9th) floor of the Library. It is adjacent to the Wintergarden (as defined in Section 3(A)(2) below) and includes an area that may accommodate a restaurant seating two hundred fifty (250) persons. The Restaurant Space is carpeted and includes floor mounted lighting, waiter and maitre d' stations, coat storage units and picture rails

and an exclusive license as described herein to use the following space (sometimes referred to herein as "Restaurant Kitchen Space") as a caterer's kitchen for the preparation of food to be served in the Library and for no other purpose:

> The Restaurant Kitchen Space is adjacent to the Restaurant Space and includes the following equipment to support catering operations: one convection oven, one refrigerator, one freezer, one hand sink, one 3-compartment sink, one dishwasher, one ice machine and various worktables, wall and rolling wire shelving and racks.

> The Restaurant Space and the Restaurant Kitchen Space may be collectively referred to herein as the "Premises", and are depicted on (Sub)Exhibit A attached hereto.

B. Additional Operations. The Commissioner of the Chicago Public Library ("Commissioner") reserves the right to require Licensee to operate additional concessions at such additional locations at the Library as may become available and that the Commissioner may designate, during the term of this Agreement. The licensing of such additional concession locations shall be on the same terms and conditions set forth herein.

C. Relocation. Licensor, by and through the Commissioner, reserves the right to require Licensee, during the term of this Agreement, to exchange the Premises for other areas of equivalent size and exposure to the public, where and when, in the opinion of the Commissioner, such is necessary for the proper functioning of the Library.

Section 2.

Term.

The term of this Agreement shall commence on ____________ __, 19__, ("Commencement Date"), and shall terminate five (5) years from the Commencement Date, unless terminated earlier pursuant to the terms of this Agreement.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the granted Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

Section 3.

General Description Of The Restaurant Concession.

A. Purpose/Operating Rights.

1. Restaurant Space. Licensor grants to Licensee an exclusive privilege to operate a restaurant in the Restaurant Space during the hours specified in Section 9 hereof ("Restaurant Hours"). Licensor further grants to Licensee an exclusive privilege to cater events, if any, which Licensee may schedule in the Restaurant Space after Restaurant Hours. Licensee may schedule such events in the Restaurant Space after Restaurant Hours only after obtaining the prior written approval of the Commissioner in her sole discretion.

2. Restaurant Kitchen Space. Licensor grants to Licensee an exclusive privilege to use the Restaurant Kitchen Space to prepare food for (a) the Restaurant during and after Restaurant Hours, (b) events, if any, which may be catered by Licensee in a public atrium adjacent to

the Restaurant Kitchen Space and commonly known as the Wintergarden ("Wintergarden"), and (c) events, if any, which may be catered by Licensee in other areas of the Library ("Additional Library Areas"). Nothing contained herein shall be construed as giving Licensee an exclusive privilege to cater events in the Wintergarden or the Additional Library Areas.

B. Activities and Equipment Permitted in the Restaurant Kitchen Space. Licensee may not fry, grill, or broil food in the Restaurant Kitchen Space. Licensee may use only steam tables, conventional convection ovens, and ventilated kitchen hoods in the Restaurant Kitchen Space.

C. Conflicts between Concessions. In the event of a conflict between Licensee's concession and that of any other licensee at the Library, Licensee agrees that the Commissioner shall make the final decision as to which activities may be conducted by Licensee and agrees to be bound by such decision of the Commissioner.

Licensee understands and agrees that its operation under this Agreement is a service to the general public and persons using the Library, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous and accommodating manner. The Commissioner shall have the right to make reasonable objections to the food or drink served and the service in the Restaurant and the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Library necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises. All food served must be top quality, fresh and well prepared. Licensee shall maintain an adequate staff on the Premises and use the utmost skill and diligence in the conduct of Licensee's business on the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision, who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions, and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it and further covenants that Licensee will not divert or cause or allow to be diverted any persons from the Library.

D. Alcohol. Licensee may serve beer and wine in the Restaurant Space during Restaurant Hours, and subject to the provisions of Section 3(A)(1) hereof, Licensee may serve alcoholic beverages at events that Licensee caters in the Restaurant Space after Restaurant Hours. Only upon prior written approval of the Commissioner, Licensee may serve alcoholic beverages at events that it caters in the Wintergarden and in the Additional Library Areas.

Section 4.

General Description Of Licensee's Privilege Of Catering Events In The Wintergarden And Additional Library Areas.

A. Non-exclusivity. Licensee may cater parties and events in the Wintergarden and Additional Library Areas upon obtaining the prior written approval of the Commissioner. Licensee acknowledges that Licensee does not have an exclusive privilege to cater events in the Wintergarden and Additional Library Areas, that the Licensor may permit other parties to cater events in the Wintergarden and the Additional Library Areas, and that the Licensor may decline to permit Licensee to cater any events in these areas in the absolute and sole discretion of the Commissioner.

B. Marketing. Licensee shall use its best efforts to market, and shall cooperate with Licensor in marketing, the Restaurant Space, the Wintergarden, and Additional Library Areas to parties who might wish to hold events in these areas. Licensee agrees that it has a duty to act at all times so as to maximize Licensor's revenues in and from the scheduling of such events. Licensee further covenants that it will not divert or cause to allow to be diverted any business from the Library to other locations operated or serviced by Licensee or its affiliates.

C. Payments for Use of Wintergarden, Additional Library Areas, and Restaurant Space after Restaurant Hours to Licensor. Licensee acknowledges that the fee paid by any third party to the Licensor for use of the Wintergarden, the Additional Library Areas, and/or Restaurant Space after Restaurant Hours shall be the sole property of Licensor, and that Licensee's sole compensation for catering such events shall be the catering fee which Licensor charges such third party, less the fees, if any, paid by Licensee to Licensor which are specified in Section 5 below.

Section 5.

License Fees.

A. Percentage License Fee/Minimum Guarantee License Fee. In consideration for the Restaurant concession in the Library and for the additional privileges specified hereunder, each and every year during the term of this Agreement, Licensee agrees to pay Licensor the following annual license fee ("License Fee"), which shall be the greater of (i) and (ii) as follows:

(i) fifteen percent (15%) of Licensee's Gross Revenues (as defined in Section 5(G) below) from its total operations in the Library, including the operation of the Restaurant during Restaurant Hours and the catering of events, as approved by the Commissioner, in the Restaurant Space after Restaurant Hours, in the Wintergarden and in the Additional Library Areas (hereinafter referred to as "Percentage License Fee"); and (ii) Thirty Thousand Dollars ($30,000.00) ("Minimum Guarantee License Fee").

Notwithstanding the foregoing, Licensor shall not be entitled to a Percentage License Fee from Licensee's catering of any event in the Wintergarden and the Additional Library Areas if Licensee does not service that event in whole or in part through use of the Restaurant Kitchen Space and/or the Restaurant Space.

B. Advance Payments. Licensee shall pay on the fifth business day of each month in advance to the City Comptroller a sum equal to one-twelfth (1/12th) of the Minimum Guarantee License Fee.

Licensee, within twenty (20) days of end of each calendar month, shall furnish to the City Comptroller and the Commissioner a separate monthly report certified by an officer of Licensee, containing a detailed breakdown of Licensee's Gross Revenues from each of the following: (i) the Restaurant Space during Restaurant Hours; (ii) the Restaurant Space after Restaurant Hours; (iii) those events in the Wintergarden which Licensee serviced in whole or in part through the Restaurant Kitchen Space and/or the Restaurant Space; and (iv) those events in the Additional Library Areas which Licensee serviced in whole or in part through the Restaurant Kitchen Space and/or the Restaurant Space.

C. Settlement. At the same time that Licensee submits the monthly report identified in Section 5(B) above, Licensee shall submit a calculation of the Percentage Licensee Fee for the month that is the subject of the report. If the Percentage License Fee for that month exceeds the advance minimum payment that Licensee remitted to Licensor pursuant to Section 5(B) above in that month, Licensee shall include, along with the report, payment to the Licensor of the amount by which the Percentage License Fee exceeds that advance minimum payment.

D. Deferred Payment. Notwithstanding anything contained herein to the contrary, Licensee shall be entitled to defer payment of the License Fee for the first three months of the first year of this Agreement, as follows:

(i) the License Fee for the first month of the first year of this Agreement shall be due and payable on the first day of the tenth month of the first year of this Agreement; (ii) the License Fee for the second month of the first year of this Agreement shall be due and payable on the first day of the eleventh month of the first year of this Agreement; and (iii) the License Fee for the third month of the first year of the Agreement shall be due and payable on the first day of the twelfth month of the first year of this Agreement.

Nothing contained in this Section 5(D) shall be construed as eliminating or diminishing the Licensee's duty to provide the reports in Section 5(B) on the timeframe provided therein.

E. Pro Rata Payment. In the event that this Agreement terminates on any date other than the last day of a calendar month, the applicable License Fee payable by Licensee for the period from the first day of such month to the date of the termination of this Agreement shall be prorated based upon the proportion that the period from the first day of the month to such termination date bears to a full year.

F. Interest For Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee, until such dispute is settled. No interest shall be paid if Licensee prevails in such dispute.

G. "Gross Revenues" Defined. The term "Gross Revenues" as used herein, shall mean the following: (i) the aggregate amount of all sales of food and beverages made, fees charged, and services performed by Licensee in the Restaurant Space during and after Restaurant Hours, for cash, credit, or otherwise, of every kind, name, or nature, regardless of when or whether paid or not, together with the aggregate amount of all exchanges of goods, wares, merchandise or services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater; (ii) the aggregate amount of all sales of food and beverages made, fees charged, and services performed by Licensee for events in the Wintergarden and the Additional Library Areas, which events Licensee services in whole or in part through the Restaurant Kitchen Space and/or the Restaurant Space, for cash, credit, or otherwise, of every kind, name or nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise or services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "Gross Revenues" shall exclude: (1) sales tax; (2) gratuity from daily sales in the Restaurant.

H. Records of Licensee. Licensee shall, with respect to business done by it in the Library, keep true and accurate accounts, records, books and data, which shall, among other things, itemize the Gross Revenues of all Licensee's business in the Library (excluding those events catered in the Wintergarden or the Additional Library Areas that were not serviced in whole or in part through the Restaurant Kitchen Space and/or the Restaurant Space), including all sales made, fees charged, and services performed for cash, credit, or otherwise (without regard to whether paid or not). Licensee agrees to maintain and adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed restaurant operators and caterers. The internal control procedure must be described by Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to City Comptroller and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has authority to require additional internal controls or procedures as he deems appropriate.

I. Books, Records and Audits. Licensee shall maintain the following at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Library. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively, Licensee may, at its option, provide transportation expenses for a representative of Licensor to examine Licensee's books and records at a location other than in the City of Chicago.

The Licensee may select an independent third party auditor to certify the accuracy of the settlements made pursuant to this Agreement. The audit shall be separate from that conducted by Licensee pursuant to this section.

Within one hundred twenty (120) days after the close of each calendar year, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensor of the identity of the independent certified public accountant prior to the close of such calendar year and such independent certified public accountant must be acceptable to Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by George L. Jewell Catering Services, Ltd., an Illinois corporation, for the year ended _____ relating to the restaurant and catering concession operations at The Harold Washington Library Center pursuant to an Agreement between the City of Chicago and George L. Jewell Catering Services, Ltd., dated _______________. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of George L. Jewell Catering Services, Ltd., and total fees of George L. Jewell Catering Services, Ltd., presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended ____________."

If the opinion of the independent certified public accountant is inadequate, qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, require.

Section 6.

Furnishing Of The Restaurant Space.

Licensee agrees, as a necessary condition of this Agreement, to furnish the Restaurant Space with the items listed in (Sub)Exhibit B. All such items ("Trade Fixtures") shall be consistent with the architectural style of the Library. Licensee agrees to keep the Trade Fixtures in good condition and to replace any Trade Fixtures that are not in satisfactory condition in the judgment of the Commissioner.

Section 7.

Letter Of Credit.

A. Terms Of The Letter Of Credit.

The Licensee shall provide the Licensor with an irrevocable letter of credit in the principal amount of Thirty Thousand Dollars ($30,000) in the form set forth in (Sub)Exhibit D or as otherwise approved by the Corporation Counsel of the Licensor. Said letter of credit (or a replacement letter of credit pursuant to this section) shall be provided for the length of this Agreement. Said letter of credit shall be used to ensure the faithful performance by the Licensee of all provisions of this Agreement and compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the Licensor having jurisdiction over the Licensee's acts or defaults under this Agreement and for payment by the Licensee of any penalties, liens, claims and taxes due the Licensor which arise by reason of Licensee acts pursuant to this Agreement. The Licensor shall be entitled to draw on said letter of credit if the Licensee: (i) has failed, after ten (10) days written notice of such failure to the Licensee, to pay to the Licensor in whole in or part the Percentage License Fee or Minimum Guarantee Licensee Fee or any other compensation due to the Licensor within the time fixed in this Agreement; (ii) has failed, after ten (10) days written notice of such failure to the Licensee, to repay the Licensor in whole or in part any damages, expenses or costs which the Licensor is compelled to pay by reason of the Licensee's act or omission to act in connection with this Agreement; or (iii) has failed after ten (10) days' written notice to the License of such failure to comply with any provisions of this Agreement which the Commissioner has reasonably determined can be remedied by a draw on the letter of credit. The Licensor shall also be entitled to draw on any such letter of credit which expires (either by its terms or because of nonrenewal) on a date prior to the termination date of this Agreement unless proof of renewal of such letter of credit or a replacement letter of credit in form and substance satisfactory to the Licensor's Corporation Counsel has been furnished to the Licensor's Corporation Counsel at least thirty (30) days prior to the expiration date thereof. Upon the occurrence of any event set forth in clauses (i) through (iii) above or the failure of the Licensee to furnish a renewal or replacement letter of credit in compliance with the immediately preceding sentence and the delivery by the Licensor to the issuer of said letter of credit of a demand for payment, purportedly signed by the Commissioner, the Licensor may immediately draw up to the amount thereof outstanding, with interest and penalties, if any, under the letter of credit. Upon such draw, the Licensor shall notify the Licensee of the amount and date thereof and shall include in such notice the basis pursuant to which the Licensor's right to draw has been exercised. If amounts are drawn under the letter of credit, the Licensee shall take such actions as may be necessary to maintain such letter of credit at the full amount required hereunder within ten (10) days of notification by the Licensor of its draw upon such letter of credit. The rights reserved to the Licensor under such letter of credit shall be in addition to any rights it may have pursuant to this Agreement or under law.

B. Qualified Issuers.

The letter of credit called for in this Agreement shall be issued by companies or financial institutions authorized to do business in Illinois, satisfactory to the Licensor's Comptroller, and which have an office in the City of Chicago where the Licensor may draw on the letter of credit. The Licensor also reserves the right to stop the Licensee from operating as provided for in this Agreement unless such letter of credit is in place and effective.

C. Right To Require Replacement Of Letter Of Credit.

If the financial condition of any letter of credit issuer issuing the letter of credit materially and adversely changes, the Licensor may, at any time, require that such letter of credit be replaced with a letter of credit consistent with the requirements set forth in this section.

D. No Excuse From Performance

None of the provisions contained herein nor the letter of credit required hereby shall be construed to excuse the faithful performance by the Licensee of the terms and conditions of this Agreement or limit the liability of the Licensee under this Agreement for any and all damages in excess of the amounts of such letter of credit.

Section 8.

Notices.

Notices to Licensor shall be sent by registered mail, postage prepaid, addressed to Commissioner, Chicago Public Library, Harold Washington Library Center, 400 South State Street, Chicago, Illinois 60605. Notice to Licensee shall be sent by certified mail, postage paid, addressed to Licensee at 424 North Wood Street, Chicago, Illinois 60622, or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mail.

Part II -- General Provisions.

Section 9.

Services To Be Performed By Licensee.

A. Hours of Operation. As of the date of execution of this Agreement, Restaurant Hours shall be as follows: Monday 9:00 A.M. to 6:00 P.M.; Tuesday, Thursday 11:00 A.M. to 6:00 P.M.; Wednesday, Friday, Saturday 9:00 A.M. to 4:00 P.M.. However, if the Commissioner deems it necessary, Licensee agrees to remain open, on the same terms and conditions herein, on alternative and/or additional days (including Sundays) and for such longer or shorter periods as directed in writing by the Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees, while on duty, shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, Et Cetera. Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Library.

D. Maintenance. At its own expense, Licensee shall at all times throughout the term hereof perform maintenance of the Premises and the improvements thereon so that they are in good and serviceable condition and repair, except the Licensee shall not be responsible for structural maintenance, which shall be the responsibility of Licensor. Licensee shall, at its own expense, maintain the Premises, all of its improvements and trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe, functioning and sanitary. Licensee shall provide, at its own expense, janitorial service and supplies for the Premises. Licensee agrees to maintain and to repair, at its own expense, any damages caused by its operation and to replace any facility or improvement (including Restaurant Kitchen Space appliances) of Licensor used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility, or improvement of equal quality. Licensee shall at its own expense provide for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operations of the Restaurant and any of Licensee's other operations in the Library. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, is forbidden. Such trash, garbage, and other refuse shall be disposed of twice each day, once during Restaurant Hours and again immediately after closing of the Restaurant in a place to be designated by the Commissioner, with access to be provided to Licensor.

E. Operation Costs. Except as provided in Section 10 hereof, Licensee shall bear at its own expense all costs of operating the Restaurant and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities and the rights and privileges granted, including, but not limited to, all maintenance, electrical, water, insurance, taxes, janitor service and supplies, permits and license costs (including but not limited to Licensee's license and permit costs for the sale of alcohol).

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Library for its purpose, subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures, menus, or similar materials.

G. Extermination. As part of the maintenance responsibilities described in Section 9(D) above, Licensee shall at its own expense provide for the proper extermination of the Premises on a monthly basis or more often if required to keep the Premises free from rodents, insects, et cetera.

H. Alteration of Premises. Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

I. Vacation of Premises. In the event that all or part of the Premises are reasonably required for Library purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same. Licensor will use reasonable efforts to provide comparable substitute space. In this event, Licensor may adjust the Minimum Guarantee License Fee proportionately. The Percentage License Fee shall not be affected. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor. If Licensee rejects the space the Licensor has the right to contract said space to another concessionaire. Nothing contained herein shall be construed as limiting or diminishing Licensor's right to terminate this Agreement for convenience pursuant to the terms of Section 12 hereof.

Section 10.

Services To Be Performed By Licensor.

Licensor will maintain the structure, the roof and exterior walls of the Library.

Section 11.

Quality And Price Control.

A. Menu. Licensee's initial menu which it will use at the Premises, including prices, shall be delivered to Licensor prior to the Commencement Date and shall be subject to the approval of the Commissioner. Licensee shall offer for sale only items of premium quality and charge fair and reasonable prices. After the initial menu is delivered by Licensee to Licensor, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds menu items, Licensee shall submit to Licensor not less than quarterly a list of such new menu items it proposes to be offered for sale on the Premises and the prices to be charged therefor. Thereafter, subject to the Commissioner's approval as to the sale of such new menu items, prices for such new items may be decreased or increased in the same manner as aforesaid. If, in the opinion of the Commissioner, the selection of items offered is inadequate, if the menu items are not of high quality, if any of said prices, charges and rates are excessive, the Commissioner shall meet and confer with Licensee regarding such matters, but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 30.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of menu items, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

Section 12.

Cancellation Of Operations.

A. This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

(1) The permanent abandonment of the Library by Licensor.

(2) The lawful assumption by the United States government, or any authorized agency thereof, of the operation, control or use of the Library, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.

(3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Library, and the remaining in force of such injunction for a period of at least ninety (90) days.

B. Termination for Convenience. The Licensor may terminate this Agreement at any time by providing the Licensee with thirty (30) days written notice that the Licensor deems this Agreement to be no longer in the best interest of the Licensor.

Upon receipt of notice of termination for convenience, Licensee shall restrict its activities to winding down the operation of the Restaurant.

If the Licensor's election to terminate this Agreement for default pursuant to Section 30 hereof is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination shall be deemed to be a termination for convenience pursuant to this Section.

Section 13.

Property Rights Upon Termination.

All of the Trade Fixtures provided by Licensee under Section 6 of this Agreement, including tables and chairs for the Restaurant, shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said Trade Fixtures or the Commissioner may require that Licensee remove same. Prior to the commencement of operation, a list of such Trade Fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said Trade Fixtures.

Licensee may remove Trade Fixtures, at its own expense, only with the prior written approval of the Commissioner, during the term of this Agreement. No such removal will be allowed in the event that Licensee is in default of any terms, covenants or conditions of this Agreement.

Section 14.

Damage Or Destruction Of Premises.

A. Partial Destruction of Premises. In the event the Premises is partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event the Premises is damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensor may, at Licensor's option, either (a) repair such damage as soon as reasonably possible at Licensor's expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensor's intention to cancel and terminate this Agreement with respect to the affected area as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agent, servants or employees, then Licensee shall repair such damage promptly, at its sole cost and expense. In the event Licensor elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensor in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensor, in which event this Agreement shall continue in full force and effect, and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensor shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any materials or equipment, including but not limited to Trade Fixtures, that had been provided by Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the Premises is totally destroyed during the term of this Agreement, by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate as of the date of such total destruction.

C. Partial Destruction of Library. If fifty percent (50%) or more of the Library shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the Library shall be damaged or destroyed by an uninsured risk, notwithstanding that the Premises are unaffected thereby, and if as a result of such damage or destruction the Library is closed, Licensor and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction, in which event the term of this Agreement shall expire on the mutually agreed upon date and Licensee shall thereupon surrender the affected concession operations to Licensor.

D. Abatement of Fees; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensor or Licensee repairs them pursuant to this Agreement, the Percentage License Fee and Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continue shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any) Licensee shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensor shall be obligated to repair or restore the Premises under this section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee, at Licensee's option, may cancel and terminate this Agreement by written notice to Licensor at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

Section 15.

Insurance.

The Licensee shall procure and maintain at all times, at Licensee's own expense, until final completion of the work covered by this Agreement, and during the time period following final completion if Licensee is required to return and perform additional work, for any reason whatsoever, 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 Licensee or by subcontractors.

The kinds and amounts of insurance required are as follows:

1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in 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 Agreement and Employer's liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness.

2) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Two Million Dollars ($2,000,000) 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 project completion), independent contractors, host liquor, broad form property damage, fire legal liability, cross liability, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, representatives and Tishman Midwest Management Group are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Licensee shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, for bodily injury and property damage. The City of Chicago and Tishman Midwest Management Group are to be named as additional insureds on a primary, non-contributory basis.

4) Dramshop.

When any Alcoholic Beverage is served at the Premises, the Licensee shall apply dramshop insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit or such higher limits as may be required by law. The City and Tishman Midwest Management Group are to be named as additional insureds. (No Alcoholic Beverages may be served unless all required licenses and permits have been obtained.)

5) All Risk Property Insurance.

Property insurance coverage shall be maintained or caused to be maintained by the Licensee for full replacement value to cover the Licensee's material, equipment, Trade Fixtures, tools and supplies. The Contractor shall be responsible for any loss or damage to any personal property of Licensee incurred during the term of this Agreement.

The Licensee will furnish the Harold Washington Library Center, Department of Finance, 400 South State Street, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Licensee shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form (copy attached) prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Licensee shall not be deemed to be a waiver by the City. The Licensee shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Licensee of its obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate Agreement until proper evidence of insurance is provided.

The insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

The Licensee shall require all subcontractors to carry the insurance required herein, or Licensee may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by Licensee or subcontractors.

The Licensee and each subcontractor agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The Licensee expressly understands and agrees that any coverages and limits furnished by Licensee shall in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

The Licensee expressly understands and agrees that any insurance or self insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Licensee under the Agreement.

The required insurance to be carried shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

If Licensee, or its subcontractors, desire additional coverage, higher limits of liability, or other modifications for its own protection, the Licensee and each of its subcontractors, shall be responsible for the acquisition and cost of such additional protection.

The City Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Section 16.

Indemnity.

Licensee shall indemnify, keep and save harmless the Licensor, its agents, officials, and employees (collectively, the "Indemnified Parties") against all injuries, deaths, losses, damages, claims, patent or other intellectual property claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of this Agreement, the granting and/or performance thereof, or which may in any way result therefrom, whether or not it shall be alleged or determined that the Loss was caused through negligence or omission of the Licensee or its employees, or of its Subcontractors or their employees. Licensee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against such Indemnified Party in any such action, Licensee shall, at its own expense, satisfy and discharge the same. Licensee expressly understands and agrees that the letter of credit and insurance required by this Agreement to be provided by the Licensee, or otherwise provided by the Licensee, shall in no way limit its responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

Section 17.

Inspections.

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said Premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

Section 18.

Ingress And Egress.

Subject to regulations governing the use of the Library, Licensee, its agents and servants, patrons and invitees, and its suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services, materials, or stock shall provide such services in a reasonable manner and at such times as not to interfere with normal Library operations.

Section 19.

Assignment And Subletting.

Licensee shall not assign, delegate, transfer, sublease, pledge, surrender (including transfer by operation of law) or otherwise encumber or dispose of this Agreement or any rights, privileges, or obligations created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation (including without limitation any affiliate of Licensee or any company related to Licensee in any fashion) to occupy the Premises, without the written consent of the Commissioner being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be an event of default pursuant to Section 30 hereof. For purposes of this section, a "substantial change in ownership" shall include (1) any transfer of more than forty percent (40%) of the Licensee's equity and (2) the assumption of a sufficient amount of debt to affect the operation and/or control of the Licensee.

All subcontracts and all approvals of subcontractors ("Subcontractors") and any assignment to which the Commissioner and the Purchasing Agent consent shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement; and if any Subcontractor or assignee shall fail to observe or perform the terms and conditions of this Agreement to the satisfaction of the Commissioner, the Licensor shall have the absolute right upon written notification to rescind approval forthwith and to require the performance of this Agreement by the Licensee itself or by any other Licensor-approved Subcontractor or assignee. Any approval for the use of Subcontractors or assignees in the performance of Services under this Agreement shall under no circumstances operate to relieve the Licensee of any of its obligations or liabilities hereunder.

The Licensee, upon entering into any agreement with a Subcontractor, shall furnish the Purchasing Agent with five (5) copies thereof. All subcontracts shall contain provisions that require the services to be performed in strict accordance with the requirements of this Agreement and shall provide that the Subcontractors are subject to all the terms of this Agreement, and are subject to the approval of the Commissioner and the Purchasing Agent.

Section 20.

Signs.

Licensee shall not erect, install, operate or cause or permit to be erected, installed or operated in or upon the Premises herein, or the Library, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto.

Section 21.

Redelivery.

Licensee will make no unlawful or offensive use of the Premises and will, at the expiration of the term specified in Section 2 or upon any sooner termination specified elsewhere in this Agreement, quit and deliver the Premises to Licensor peaceably, quietly and in a good order and condition, reasonable use and wear excepted.

Section 22.

Nondiscrimination And Other Requirements.

A. Federal Requirements.

It shall be an unlawful employment practice for the Licensee (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely effect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

Licensee shall comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1988), 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. Sec. 6101 -- 6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. Sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. §12101, et seq., as amended; and 41 C.F.R. Part 60, et seq. (1990).

B. State Requirements.

Licensee 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, Licensee shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, et seq., as amended.

C. City Requirements.

Licensee shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended. Further, Licensee 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.

D. Subcontractors.

Licensee agrees that all of the above provision (A), (B) and (C) will be incorporated in all agreements entered into with any suppliers of materials, furnishers of services, 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.

E. Minority And Women's Business Enterprise Commitment.

The Licensee agrees that, in the performance of this Agreement, in every year that this Agreement remains in effect, it shall abide by the Special Conditions Regarding Minority Business Enterprise Commitment and Women's Business Enterprise Commitment ("M.B.E./W.B.E. Special Conditions") in effect for the first year of this Agreement. Every year that this Agreement is in effect, thirty (30) days prior to the anniversary of the effective date of the Agreement, Licensee shall submit to the Licensor revised and updated Schedules C-1 and D-1 evidencing compliance with the M.B.E./W.B.E. Special Conditions in the one year period immediately following the anniversary. In addition, within twenty (20) days after each anniversary date of the effective date of this Agreement, Licensee shall provide a statement to Licensor showing (i) a calculation of the M.B.E./W.B.E. goals for the prior year based on the Licensee's Gross

Revenues in that prior year; and (ii) the actual amount of M.B.E./W.B.E. participation that Licensee achieved in that prior year. If the Licensee did not meet its goals for the prior year, Licensee shall increase its M.B.E./W.B.E. participation in the year immediately succeeding the year that was the subject of the statement in order to compensate fully for the deficiency in the prior year. For the purpose of (Sub)Exhibit E, the word "Contractor" shall be deemed to have the same meaning as the word "Licensee" in this Agreement. The Licensee shall submit its schedules for Subcontractors, if any, promptly upon completion. the Licensee's completed schedules evidencing its compliance hereunder shall become a part of this Agreement, in (Sub)Exhibit E, upon acceptance by the Purchasing Agent. Notwithstanding such acceptance, the Licensee shall utilize minority and women's business enterprises at the greater of (1) sixteen point nine percent (16.9%) and four point nine percent (4.9%) of the Total Contract Price as defined in the M.B.E./W.B.E. Special Conditions or (2) those amounts listed in the Schedules C-1 and D-1 as approved by the Purchasing Agent.

Section 23.

Warranties And Representations.

In connection with the execution of this Agreement, Licensee warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors of any tier are competent to perform as required under this Agreement; and that Licensee is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That no officer, agent or employee of the Licensor is employed by Licensee or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156); and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any Subcontractors to the Licensee or higher tier Subcontractors or anyone associated therewith, as an inducement for the award of a subcontract or order; and Licensee further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code of Chicago shall be voidable as to the Licensor; and

C. That Licensee shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of this Agreement; and

D. That Licensee and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Purchasing Agent to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the Licensor; and

E. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the Licensor, its officials, agents, or employees, has induced Licensee to enter into this Agreement or has been relied upon by Licensee; and

F. That Licensee was given ample opportunity and time and was requested by the Licensor to review thoroughly all documents forming this Agreement prior to Execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review those documents, and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Licensee expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission; and

G. That Licensee and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection therewith, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E, as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1, et seq., as amended, Licensee has executed a Certification which is included as part of (Sub)Exhibit C and incorporated by reference as if fully set forth herein; and

H. It shall be the duty of any bidder, proposer, or Licensee, all subcontractors and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, consultant, or such applicant to cooperate with the

Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. The Licensee understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts shall inform Subcontractors of this provision and require understanding and compliance therewith; and

I. Licensee understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination pursuant to this Agreement; and

J. Licensee has no outstanding parking violation complaints or debts owed to the Licensee as defined in Section 2-92-380 of the Municipal Code of Chicago.

Section 24.

Non-Liability Of Public Officials.

No official, employee or agent of the Licensor shall be charged personally by the Licensee, or by any assignee or sublicensee of the Licensee, with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement, or because of the Licensor's execution or attempted execution, or because of any breach hereof.

Section 25.

Business Documents, Disclosure Of Ownership Interests And Other Certifications.

Licensee shall, if requested by the Purchasing Agent, provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois. Licensee shall provide the Licensor with a Disclosure of Ownership Interest Affidavit, a completed copy of which is attached hereto and incorporated by reference herein as part of (Sub)Exhibit C and further agrees to provide such other affidavits or certifications as may be required by federal, state or local law in the award of public contracts. Licensee shall further cause its Subcontractors or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all such documents to the Licensor.

Section 26.

Conflict Of Interest.

No member of the governing body of the Licensor or other unit of government and no other officer, employee, or agent of the Licensor or other unit of government who exercises any functions or responsibilities in connection with this Agreement shall have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the Licensor or Licensor employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The Licensee covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no interest and shall acquire no interest, direct or indirect, in the project to which this Agreement pertains which would conflict in any manner or degree with the performance of this Agreement. The Licensee further covenants that in the performance of this Agreement no person having any such interest shall be employed. Licensee agrees that if the Licensor, by the City Comptroller in his reasonable judgment, determines that any of Licensee's services for others conflict with the duties of the Licensee under this Agreement, Licensee shall terminate such other services immediately upon request of the Licensor.

Furthermore, if any federal funds are to be used to compensate or reimburse Licensee under this Agreement, the Licensee represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. §1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Licensee shall execute a Certification Regarding Lobbying, which shall be attached hereto and incorporated by reference as part of (Sub)Exhibit C as if fully set forth here.

Section 27.

MacBride Principles Ordinance.

Licensor through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the Licensee conducts any business operations in Northern Ireland, it is hereby required that the Licensee shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this section shall not apply to contracts for which the Licensor receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

Section 28.

Incorporation.

This Agreement and the exhibits and attachments, if any, attached to this Agreement are incorporated into this Agreement by this reference and constitute the entire and exclusive agreement between the parties with respect to the subject matter of the Agreement and supersede all prior communications and negotiations, whether written or oral.

Section 29.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Section 30.

Default.

A. Event of Default. Licensee shall be in default under this Agreement if:

1. Licensee shall fail duly and punctually to pay any fees due hereunder;

2. Licensee is unable to perform its obligation under this Agreement satisfactorily as a result of dissolution of the corporation, insolvency, filing for bankruptcy or assignment for the benefit of creditors; or

3. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or

4. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations at the Premises; or

5. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or diligently contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or

6. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time exceeding thirty (30) days and Licensee has commenced in good faith to perform whatever may by required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or

7. Licensee shall use or give its permission to any person to use any portion of the Library or Premises used by Licensee under this Agreement for any illegal purpose; or

8. Licensee shall be in default under any other agreement with Licensor.

B. Licensor's Remedies. If a default under this Agreement shall occur, Licensor may elect to:

1. Terminate this Agreement without prejudice to any other effect remedy or right of action for arrearages of license fees under Article 5; or

2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect the fees as these become due together with interest thereon at the rate of eighteen percent (18%) per annum.

Licensor will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensor may remove or store any personal property located therein, at the sole cost and expense of Licensee without Licensor being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licensor, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licensor, or its employees or agents by reason of such termination or by reason of any act by Licensor incidental or related thereto.

The exercise by Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensor under law or equity.

Section 31.

Monetary Damages.

In the event Licensor elects to terminate this Agreement, Licensee shall pay to Licensor an amount equal to that sum of:

(a) All amounts owing at the time of termination of the Agreement on account of breach of any term, covenant or condition of this Agreement, including, but not limited to, unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of eighteen percent (18%) per annum.

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom.

(c) The worth at the time of award of the amount by which the license fees and other sums payable hereunder, which would have been due after the date of termination hereof and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waive of Licensor's right to recover hereunder.

(d) The "worth at the time of award" of the amount referred to in subsection (c) hereof is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent (1%).

Section 32.

[Reserved]

Section 33.

Independence Of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 34.

Rules, Regulations, Laws, Ordinances And Licenses.

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Library, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Library and shall obtain and maintain all permits and licenses necessary for its operations at the Library. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

Sections 35.

Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Section 36.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Section 37.

Prohibition Of Recordation.

This Agreement shall not and will not, nor shall any copy hereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Section 38.

No Personal Liability.

The execution of this Agreement by any person in the name and on behalf of Licensor shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

Section 39.

Construction Of Agreement.

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

Section 40.

No Leasehold Interest.

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Library. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee by Licensor.

Section 41.

City's Governmental Functions.

Nothing contained in this Agreement shall impair the right of City, in the exercise of its governmental functions, to require Licensee to pay any tax or inspection fees or to produce necessary permits or licenses.

Section 42.

Recycling.

The Licensee shall comply with all applicable rules and regulations promulgated by the City or other governmental entity with respect to recycling. The Licensee covenants that it will be a full and active participant in any recycling program developed by the City which the Commissioner determines in his sole discretion to be applicable to the Licensee. The City shall have the right to inspect the Licensee's recycling operations upon reasonable notice; and to terminate this Agreement, in whole or in part, if Licensee is not in compliance.

Section 43.

Licenses And Permits.

The Licensee shall obtain at its own expense all licenses and permits required to perform its operations hereunder, including but not limited to any and all licenses and permits for the sale of alcoholic beverages.

Section 44.

Taxes.

Licensee shall be responsible for payment of all applicable taxes levied against the Premises and shall pay such taxes directly to the appropriate taxing agency. Licensee shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of request and shall provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Licensee from contesting such charge or tax.

Section 45.

No Damages For Delay.

Licensee agrees that it shall make no claims against Licensor for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the Licensor in the performance of its obligation under this Agreement. The Licensor shall not be liable or responsible for Licensee for any loss or damage to any property or person or any lost profit occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or for any damage or inconvenience or lost profits which may arise through repair or alteration of any part of the Library or failure to make any such repairs.

Section 46.

Salaries.

Salaries of all employees of the Licensee and its Subcontractors performing services under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276(c). The Licensee shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all Subcontracts covering work under this Agreement to insure compliance of all Subcontractors with such regulations and with the other requirements of this section; and shall be responsible for the submission of affidavits required thereunder, except as the United States Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

[The Remainder Of This Page Intentionally Blank]

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

City of Chicago

____
Mayor

Approved:

____
Commissioner of the Chicago Public Library

____
City Comptroller

Purchasing Agent

Approved As To Form And Legality:

Assistant Corporation Counsel

Licensee:

George L. Jewell Services, Ltd.

President

Attest:

Secretary

[City of Chicago Insurance Certificate of Coverage Form referred to in this Concession License Agreement unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Concession License Agreement omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Concession License Agreement read as follows:

(Sub)Exhibit "B".
(To Concession License Agreement)

Trade Fixtures.

Dining Room:

Buffet Table with Sneeze Guard and Ice

Serving Platters

Serving Spoons

Serving Tongs

Serving Forks

Dressing Containers

Ladles

Salt and Pepper Shakers

Chafers

Chafer Liner

Sterno

Assist. Finger Bowls

Carving Station with Lamp

Omelette Station

Cake Stand with Cover

Cake Knife

Bread Basket

Peppermill

Table Settings:

Forks

Knives

Spoons

Water Goblets

Wine Goblets

Beer Glasses

Large Plate

Small Plate

Soup Bowl

Soup Spoon

Coffee Cup

Large Coffee Cup

Saucers with both

Creamers

Sugars

Pastry Case

Butchers Paper and Tear Bar

Crayons

Hangers

Thirty 36-inch -- 40-inch Round Tables -- Seats 4

Four 48-inch Round Tables -- Seats 6

200 Chairs -- Wood with Padded Seat

Service Linen

Bud Vases

Miscellaneous:

Cappuccino Machine

Coffee Grinder/Dispenser

Decaffeinated Dispenser

All Cups and Supplies for Maintenance and Service

Coffee Machine

Coffee Warmers

Kitchen Supplies:

Sheet Pans

Half Sheet Pans

Stainless Bowls

Chafer Liner

Roasting Pan

Sauce Pot

Spatula

Tongs

Kitchen Supplies:

Spoons

Ladles

Knives

Large Colander

Strainer

Bainmarie

Cutting Boards

Tool Bin

Cold Storage -- Stackable:

Plastic 4-inch Half Hotel with Lid

Plastic 6-inch quarter Hotel with Lid

4 Quart Square with Lid

6 Quart Square with Lid

Plastic Wrap

Aluminum Foil

Freezer Bag

Racks for Dish Machine

Stack Rack with Wheels

1. Glass
2. Coffee Cup
3. Plate
4. Silver
5. Miscellaneous Rack

Mineral Water Line for Remote Station

Tree Rental

Cash Register with Employer Disc.

Telephone

Screen; Gate; Some Type of Security for Dining Room

Other:

Robot Coup

Electric Griddle

Warm Box

Floor Mats

Metro Cage Security

Small Refrigerator (Beer and Wine)

Microwave

Crock Pot

Electric Stove Top

Cleaning Supplies:

Dish Machine Chemicals

Hand Soap

Scour Pads

Pot Wash Soap

Brooms

Mop

Mop Bucket

Floor Soap

Floor Sweeper with Dust Pan

Stainless Steel Cleaner

Garbage Cans

Garbage Can Liners

(Sub)Exhibit "C".
(To Concession License Agreement)

Contractor's Affidavit.

Specification Number: C 968920056 A

Bidder/Proposer Name: George L. Jewell Services, Ltd.

Bidder/Proposer Address: 424 North Wood Street

Chicago, Illinois 60622

Federal Employer I.D. Number: 362716946
or Social Security Number: __________

Instructions: For Use With A Contract Funded In Whole By City Or State Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (pages 1 -- 4), II (page 4), III C (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V (page 8). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned George L. Jewell (Name), as President (Title) and on behalf of George L.Jewell Services, Ltd. (Business Name) ("Contractor") having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a: (Check One)	[x] Corporation	[ ] Sole Proprietor
	[ ] Partnership	[ ] Not-for-Profit Corporation
	[ ] Joint Venture	[ ] Other

Section 1.

For-Profit Corporations.

a. Incorporated in the State of Illinois

b. Authorized to do business in the State of Illinois: Yes [x] No [ ]

c. Names of all Officers of Corporation (or Attach List): Names of all Directors of Corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
George Jewell	President		
Tom Rieck	Secretary		

d. If the corporation has fewer than one hundred (100) shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
George L. Jewell	424 North Wood Street Chicago, Illinois 60622	100 %
		%
		%
		%

e. Is the corporation owned partially or completely by one or more other corporations? Yes [ ] No [x]

If "Yes", provide the above information, as applicable, for each of said corporations.

f. If the corporation has one hundred (100) or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of ten percent (10%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
		%
		%
		%
		%

Note: Generally, with corporations having one hundred (100) or more shareholders where no shareholder owns ten percent (10%) of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section 2.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein.

Names Of Partners (Print Or Type)	Percentage Interest
______________________	________%
______________________	________%
______________________	________%
______________________	________%

Section 3.

Sole Proprietorships.

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [ ] No [ ] If "No", complete items b and c of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest:

Name(s) Of Principal(s) (Print Or Type)

____

____

____

____

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

____

____

Section 4.

Land Trusts, Business Trusts, Estates And Other Entities.

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

____

____

Section 5.

Not-For-Profit Corporations.

a. Incorporated in the State of________________________________

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all Officers of Corporation (or Attach List): Names of all Directors of Corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
____________	____________	____________	____________
____________	____________	____________	____________
____________	____________	____________	____________
____________	____________	____________	____________

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

II.

Affidavit Of Local Business.

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

1) Is bidder/proposer a "Local Business" as defined above?

Yes: __x__ No: ______

2) How many persons are currently employed by bidder/proposer? __30__

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: ______ No: __x__

If "Yes", list such bidder/proposer business addresses:

____

____

____

(Attach Additional Sheets if Necessary)

4) How many of bidder/proposer's current employees work at City of Chicago locations? __All__

5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: __x__ No: ______

III.

Contractor Certification.

A. Contractor.

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity[1] of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity[1], acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3)

years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity[1] during a period of three (3) years prior to the date of award of the subcontract:

a. bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

b. agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of guilt of such conduct described in 1 (a) and (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[3] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging[3] during a period of five (5) years prior to the date of submittal of this bid, proposal or response[2].

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating[4].

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

B. Subcontractor.

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this Contractor's Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity[1], or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification, (b) bid-rigging[3], bid-rotating[4], or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by the Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity[1] or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification; or (b) of bid-rigging[3], bid-rotating[4] or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section III B (1) and (2) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.

4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.

5. The Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the Chicago Municipal Code or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

C. State Tax Delinquencies.

In completing this Section III C, authorized signatory must initial on the line next to the appropriate subsection.

1. G.J. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III C, above[5].

D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

   a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;

   b. have not within a three (3) year period preceding this proposal 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, local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. 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 Paragraph D (1) (b) above; and

d. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

2. If the Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this certification.

3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to Paragraph D (1) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. Punishment.

A Contractor who makes a false statement, material to Section III A (2) of this certification commits a Class 3 felony, 720 ILCS 5/33E-11(b). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the contractor under the contract in a civil action, 65 ILCS 5/11-42.1-1.

Notes 1 -- 5 For Section III, Contractor Certification.

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, the Contractor or a subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 2-92, Section 2-92-320 of the Chicago Municipal Code, using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in Paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section III A of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted, 720 ILCS 5/33E-3.

4. For purposes of Section III A of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three (3) contract bids within a period of ten (10) years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bid rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract, 720 ILCS 5/33-E-4.

5. 65 ILCS 5/11-42.1-1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

(1) the contract is for goods or services vital to the public health, safety, or welfare; and

(2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

IV.

Incorporation Into Contract And Compliance.

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Certificator's Affidavit. Further, Contractor shall comply with these certifications during the term of the Contract.

V.

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

(Signed) George L. Jewell
Signature of Authorized Officer

George L. Jewell
Name of Authorized Officer
(Print or Type)

President
Title

(Omitted for printing purposes)
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 21st day of July, 19 95

by George L. Jewell (Name) as President (Title)

of George L. Jewell Services, Ltd. (Contractor).

(Signed) Ronald P. Duplack
Notary Public Signature

[Official Seal]
Ronald P. Duplack
Notary Public State of Illinois
My Commission expires January 16, 1996

(Sub)*Exhibit "D"*.
(To Concession License Agreement)

Form Of Letter Of Credit.

(Date)

City of Chicago

c/o Commissioner of Chicago Public Library

Gentlemen:

We hereby issue Irrevocable Stand-By Letter of Credit No. ______ in your favor for the account of George Jewell Services, Ltd. ("Jewell") up to an aggregate amount of ____________ ($________).

Funds under this Credit are available to you unconditionally against your sight drafts for any sum or sums not exceeding a total of ____________ ($________) drawn on us mentioning our Credit No. ______ purportedly signed by the Commissioner of the Chicago Public Library or the City Comptroller of the City of Chicago (whether acting or actual).

Our obligations hereunder are primary obligations to the City and shall not be affected by the performance or nonperformance by Jewell under any agreement with the City or by any bankruptcy or other insolvency proceeding initiated by or against Jewell. Jewell is not the owner of or beneficiary under this Credit and possesses no interest whatsoever in this Credit or proceeds of same. We engage with you that any draws under this Credit shall be duly honored on sight if presented to us on or before ________.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 400 (IUCP) and to the Uniform Commercial Code -- Letters of Credit, 810 ILCS 5/5-101, et seq., as amended, as in effect in the State of Illinois (UCC). To the extent the provisions of the IUCP and the UCC conflict, the provisions of the UCC shall control.

(Authorized Signature)

(Sub)Exhibit "E".
(To Concession Lease Agreement)

Special Conditions Regarding Minority Business Enterprise Commitment And Women Business Enterprise Commitment.

Schedules C-1 And D-1.

I. Policy And Terms.

A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) in accordance with Section 2-92-420, et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority- and Women-Owned Businesses, and all other regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this Agreement. Therefore, the Contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Purchasing Agent has established a goal of awarding not less than twenty-five percent (25%) of the annual dollar value of all contracts to certified M.B.E.s and five percent (5%) of the annual dollar value of all contracts to certified W.B.E.s.

B. Accordingly, the Contractor commits to expend at least the following percentages of the Total Contract Price (inclusive of any and all modifications and amendments), if awarded, for contract participation by M.B.E.s and W.B.E.s:

Year Advertised	M.B.E. Percentage	W.B.E. Percentage
1991	21.1%	5%
1992	19.5%	4.9%
1993	17.7%	4.8%
after 1993	16.9%	4.5%

C. This commitment is met by the Contractor's status as an M.B.E. or W.B.E., or by a joint venture with one or more M.B.E.s or W.B.E.s as prime contractor (to the extent of the M.B.E. or W.B.E. participation in such joint venture), or by subcontracting a portion of the work to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the performance of the contract from one or more M.B.E.s or W.B.E.s, or by the indirect participation of M.B.E.s or W.B.E.s in other aspects of the Contractor's business (but no dollar of such indirect M.B.E. or W.B.E. participation shall be credited more than once against a Contractor's M.B.E. or W.B.E. commitment with respect to all contracts of such Contractor), or by any combination of the foregoing. Note: M.B.E./W.B.E. participation goals are separate and those businesses certified with the City of Chicago as both an M.B.E./W.B.E. shall not be credited more than once against a Contractor's M.B.E. or W.B.E. commitment in the performance of the contract.

D. As noted above, the Contractor may meet all or part of this commitment by contracting with M.B.E.s or W.B.E.s for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of M.B.E./W.B.E. participation, the Contractor shall first consider involvement of M.B.E.s/W.B.E.s as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Purchasing Agent will require the Contractor to demonstrate the specific efforts undertaken by it to involve M.B.E.s and W.B.E.s directly in the performance of this contract.

E. The Contractor also 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 private sector projects.

II. Definitions.

A. "Minority Business Enterprise" or "M.B.E." means a firm awarded certification as a minority-owned and controlled business in accordance with City Ordinances and Regulations.

B. "Women Business Enterprise" or "W.B.E." means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.

C. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as M.B.E.s and W.B.E.s, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed M.B.E. and W.B.E. firms.

D. "Area of Specialty" means the description of an M.B.E. or W.B.E. firm's business which has been determined by the Purchasing Agent to be most reflective of the M.B.E. or W.B.E. firm's claimed specialty or expertise. Each M.B.E./W.B.E. letter of certification contains a description of its Area of Specialty. This information is also contained in the Directory. Credit toward this contract's M.B.E. and W.B.E. participation goals shall be limited to the participation of firms performing within their Area of Specialty.

Notice: The City does not make any representation concerning the ability of any M.B.E./W.B.E. to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of M.B.E.s/W.B.E.s to satisfactorily perform the work proposed.

E. "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 M.B.E.s and W.B.E.s in contract work. A joint venture seeking to be credited for M.B.E./W.B.E. participation may be formed among certified M.B.E./W.B.E. firm(s) or between certified M.B.E./W.B.E. firm(s) and non-M.B.E./W.B.E. firms(s).

A joint venture is eligible for M.B.E./W.B.E. credit if the M.B.E./W.B.E. partner(s) share 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 M.B.E./W.B.E. ownership percentage.

F. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Counting M.B.E./W.B.E. Participation Toward The Contract Goals.

A. The inclusion of any M.B.E. or W.B.E. in the contractor's M.B.E./W.B.E. Utilization Plan shall not conclusively establish the contractor's right to full M.B.E./W.B.E. credit for that firm's participation in the contract.

B. The Purchasing Agent reserves the right to deny or limit M.B.E./W.B.E. credit to the Contractor where any M.B.E. or W.B.E. is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a contractor may count toward its M.B.E. and W.B.E. goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying 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. The amount of M.B.E./W.B.E. participation credit shall be based upon an analysis by the Purchasing Agent of the specific duties that will be performed by the M.B.E. or W.B.E.. Each M.B.E./W.B.E. shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions: (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the M.B.E./W.B.E..

C. The participation of M.B.E.s and W.B.E.s who have been certified as "brokers" shall no longer be considered eligible to participate on contracts awarded by the City in 1993 and thereafter until further notice for any consideration of M.B.E. or W.B.E. credit.

D. Credit for the participation of M.B.E.s/W.B.E.s as joint venture partners shall be based upon an analysis of the duties, responsibilities and risks undertaken by the M.B.E./W.B.E. as specified by the joint venture's executed joint venture agreement. The Purchasing Agent reserves the right to deny or limit M.B.E./W.B.E. credit to the Contractor where any M.B.E./W.B.E. joint venture partner is found to have duties, responsibilities, risks or loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

IV. Regulations Governing Reductions To Or Waiver Of M.B.E./W.B.E Goals.

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the M.B.E./W.B.E. commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the M.B.E. and/or W.B.E. percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or 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 M.B.E./W.B.E. percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Purchasing Agent or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Purchasing Agent or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Purchases complete documentation that adequately addresses the conditions for waiver described herein. Proposers responding to Requesting for Proposals (R.F.P.s) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Purchases complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (R.F.I./R.F.Q.'s) deemed by the Purchasing Agent or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Purchasing Agent, and the bid/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 bid deposit; negotiating with the next lowest bidder/proposer; or readvertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect 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 bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least fifty percent (50%) (or at least five (5) when there are more than eleven (11) certified firms in the commodity area) of the appropriate certified M.B.E./W.B.E. firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:

   a. a detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified M.B.E./W.B.E. firms;

   b. a listing of all M.B.E./W.B.E. firms contacted that includes:

i) names, addresses and telephone numbers of M.B.E./W.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 of any other evidence of mailing that substantiates outreach to M.B.E./W.B.E. 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 bid proposals;

iv) detailed statement which summarizes direct negotiations with appropriate M.B.E./W.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 M.B.E./W.B.E. goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on M.B.E./W.B.E. subcontractors for the type of work that was solicited,

Or

2. Subcontractor participation will be deemed excessively costly when the M.B.E./W.B.E. subcontractor's proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontract's quote is excessively costly, the bidder/proposer must provide the following information:

a. A detailed statement of the work identified for M.B.E./W.B.E. participation for which the bidder/proposer asserts the M.B.E./W.B.E. quote(s) were excessively costly (in excess of twenty percent (20%) 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 M.B.E./W.B.E. proposals are excessively costly, even though not in excess of twenty percent (20%) 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 bidder/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 M.B.E./W.B.E. or other firm.

B. Assist Agency Participation.

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the M.B.E./W.B.E. business community.

The notice requirement of this section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A to these Regulations when the prime contractor 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 bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Purchasing Agent or Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability.

1. If the Purchasing Agent determines that a lesser M.B.E. and/or W.B.E. percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid 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 M.B.E./W.B.E. subcontractor participation is impracticable.

   This may occur whenever the Purchaser 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 interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

   For all notification required to be made by bidders/proposers, in situations where the Purchasing Agent has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

V. Procedure To Determine Bid Compliance.

The following Schedules and described documents constitutes the bidder's M.B.E./W.B.E. proposal, and must be submitted in accordance with the guidelines stated:

A. Schedule C-1: Letter Of Intent From M.B.E./W.B.E. To Perform As Subcontract, Supplier And/Or Consultant.

A Schedule C-1 executed by the M.B.E./W.B.E. (or Schedule B/Joint Venture Subcontractor) must be submitted by the bidder/proposer for each M.B.E./W.B.E.included on their Schedule D-1 and must accurately detail the work to be performed by the M.B.E./W.B.E. and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must be in triplicate with original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. Letters Of Certification.

A copy of each proposed M.B.E./W.B.E. firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the M.B.E./W.B.E. firm's Area of Speciality. The M.B.E./W.B.E. firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidder's/proposer's M.B.E./W.B.E. proposal includes the participation of a M.B.E./W.B.E. as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement and a Schedule B.

In order to demonstrate the M.B.E./W.B.E. partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the M.B.E./W.B.E.; and (3) the commitment of management, supervisory and operative personnel employed by the M.B.E./W.B.E. to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

D. Required Schedules Regarding D.B.E./M.B.E./W.B.E. Utilization.

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed M.B.E./W.B.E. firm.

Except in cases where the bidder/proposer has submitted for a complete waiver of or variance from the M.B.E./W.B.E. commitment in accordance with Section IV herein, the bidder/ proposer must commit to the expenditure of a specific dollar amount of participation by each M.B.E./W.B.E. firm included on their Schedule D-1. The total dollar commitment to proposed M.B.E.'s must at least equal the M.B.E. goal, and the total dollar commitment to proposed W.B.E.s must at least equal the W.B.E. goal. Bidders are responsible for calculating the dollar equivalent of the M.B.E. and W.B.E. goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening (See Section V(A) above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized in triplicate to conform with the Schedules C-1). Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any W.B.E. in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

VI. Reporting Requirements During The Term Of The Contract.

A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the M.B.E.s and W.B.E.s included in their approved M.B.E./W.B.E. Utilization Plan. These written agreements shall be made available to the Purchasing Agent upon request.

B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "M.B.E./W.B.E. Utilization Report", indicating final M.B.E. and W.B.E. payments shall be submitted directly to the Department of Purchases, Contracts and Supplies so as to assure receipt either at the same time, or before the using Department receives contractor's final invoice. (Notice: Do not submit invoices with "M.B.E./W.B.E. Utilization Reports".) Final payments may be held until the Utilization Reports have been received.

C. During the term of all other contracts, the Contractor shall submit regular "M.B.E./W.B.E. Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Purchasing Agent, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Purchasing Agent, the Contractor's first "M.B.E./W.B.E. Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.

D. "M.B.E./W.B.E. Utilization Reports" are to be submitted directly to: Department of Purchases, Contracts and Supplies, Division of Contract Monitoring and Compliance, City Hall, Room 403, 121 North LaSalle Street, Chicago, Illinois 60602.

E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the Contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Contractor is in 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 contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VII. M.B.E./W.B.E. Substitutions.

Changes by the Contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new M.B.E. or W.B.E. in order to actually fulfill the M.B.E./W.B.E. requirements.

The Contractor must notify the Purchasing Agent immediately in writing of the necessity to reduce or terminate an M.B.E./W.B.E. subcontract and to utilize a substitute firm for some phase of work. The Contractor's notification should include the name, address and principal official of the substitute M.B.E./W.B.E. and the dollar value and scope of work of the subcontract. Attached should be all the requisite M.B.E./W.B.E. affidavits and documents, as enumerated above in Section V, "Procedure to Determine Bid Compliance".

The City will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with M.B.E./W.B.E. contract requirements.

After award of contract, no relief of the M.B.E./W.B.E. requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the M.B.E./W.B.E. requirements of this contract 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 Contractor to locate specific firms, solicit M.B.E./W.B.E. bids, seek assistance from technical assistance agencies, et cetera, as outlined above in the section entitled "Regulations Governing Reductions to or Waiver of M.B.E./W.B.E. Goals".

VIII. Non-Compliance And Damages.

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

(1) failure to satisfy the M.B.E./W.B.E. percentages required by the contract; and

(2) the Contractor or subcontractor is disqualified as an M.B.E. or W.B.E., such status was a factor in contract award, and was misrepresented by the Contractor.

In the event that the Contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the Contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Purchasing Agent and/or Contract Compliance Administrator and make every effort to identify and engage a qualified M.B.E. or W.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 Contractor may be withheld until corrective action is taken.

IX. Arbitration.

A. In the event a Contractor has not complied with the contractual M.B.E./W.B.E. percentages in its Schedule D, underutilization of M.B.E.s/W.B.E.s shall entitle the affected M.B.E./W.B.E. to recover from the Contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The ordinance and contracts subject thereto provide that any disputes between the Contractor and such affected M.B.E.s/W.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 a prevailing M.B.E./W.B.E. in accordance with these regulations. This provision is intended for the benefit of any M.B.E./W.B.E. affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an M.B.E./W.B.E..

B. An M.B.E./W.B.E. desiring to arbitrate shall contact the Contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) days of the Contractor receiving notification of the intent to arbitrate from the M.B.E./W.B.E., the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("A.A.A."), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Telephone/facsimile numbers omitted for printing purposes]. All such arbitrations shall be initiated by the M.B.E./ W.B.E. filing a demand for arbitration with the A.A.A.; shall be conducted by the A.A.A.; and held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the M.B.E./W.B.E.; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator's fees as damages to a prevailing M.B.E./W.B.E..

D. The M.B.E./W.B.E. must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the A.A.A.. The M.B.E./W.B.E. also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

X. Record Keeping.

The Contractor shall maintain records of all relevant data with respect to the utilization of M.B.E.s/W.B.E.s, retaining these records for a period of at least three (3) years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, federal or state authorities in this project, the United States Department of Justice, or any duly authorized representatives thereof.

XI. Information Sources.

Small business guaranteed loans; surety bond guarantees; 8(a) certification:

U.S. Small Business
Administration
Suite 1250
500 West Madison Street
Chicago, Illinois 60601
Attention: Robert Conner
[Telephone number omitted
for printing purposes.]

S.B.A. Bond Guarantee Program
Surety Bonds
Room 1975-S
300 South Riverside Plaza
Chicago, Illinois 60606-6611
Attention: Tony Zanetello
[Telephone number omitted
for printing purposes.]

S.B.A. Procurement Assistance
Room 1975-S
300 South Riverside Plaza
Chicago, Illinois 60606-6611
Attention: Robert P. Murphy,
Assistant Regional Administrator
[Telephone number omitted
for printing purposes.]

Project information and general M.B.E./W.B.E. information:

City of Chicago
Department of Purchases
Contract Monitoring and
Compliance
City Hall -- Room 403
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Carnice Carey
[Telephone number omitted
for printing purposes.]

City of Chicago
Department of Purchases
Contract Administration
Division
City Hall -- Room 403
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Diana Mingauw-
Johnson
[Telephone number omitted
for printing purposes.]

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Purchases
Certification Unit
City Hall -- Room 403
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Alicia Garcia
[Telephone number omitted
for printing purposes.]

Information on M.B.E./W.B.E. availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the United States):

National Minority Suppliers
Development Council, Inc.
9th Floor
15 West 29th Street
New York, New York 10018
Attention: Harriet R. Mitchell
[Telephone number omitted
for printing purposes.]

Chicago Regional Purchasing
Council
Suite 725
36 South Wabash Avenue
Chicago, Illinois 60603
Attention: Maye Foster-
Thompson
[Telephone number omitted
for printing purposes.]

Attachments "A" and "B" referred to in these Special Conditions Regarding M.B.E. Commitment and W.B.E. Commitment read as follows:

Attachment "A".
(To Special Conditions Regarding M.B.E. Commitment
And W.B.E. Commitment)

Assist Agencies.

Nonconstruction.

Asian American Small
Business Association
5023 North Broadway
Chicago, Illinois 60640
Attention: Charles Soo
[Telephone number omitted
for printing purposes]

Chicago Minority Business
Development Council
Suite 725
36 South Wabash Avenue
Chicago, Illinois 60603
Attention: Maye Foster-
Thompson
[Telephone/facsimile numbers
omitted for printing purposes]

Chicago Urban League
4510 South Michigan Avenue
Chicago, Illinois 60653
Attention: Lee V. Smith
[Telephone/facsimile numbers
omitted for printing purposes]

Cosmopolitan Chamber of
Commerce
Suite 100
1326 South Michigan Avenue
Chicago, Illinois 60605-2602
Attention: Consuelo Pope/
Lylah Booker
[Telephone/facsimile numbers
omitted for printing purposes]

Department of Central
Management Services
Minority and Female Business
Enterprises Division
Suite 4-400
100 West Randolph Street
Chicago, Illinois 60601
Attention: Irene Cualoping
[Telephone/facsimile numbers
omitted for printing purposes]

Illinois Department of
Commerce and Community
Affairs
Suite 3-400
100 West Randolph Street
Chicago, Illinois 60601
Attention: Mollie Cole
[Telephone/facsimile numbers
omitted for printing purposes]

Industrial Council of
Northwest Chicago
2023 West Carroll Avenue
Chicago, Illinois 60612
Attention: Ken Govas
[Telephone/facsimile numbers
omitted for printing purposes]

International Trade Bureau
Operation Push
930 East 50th Street
Chicago, Illinois 60615
Attention: Jeanette Wilson,
Esq.
[Telephone/facsimile numbers
omitted for printing purposes]

Latin American Chamber of
Commerce
Suite 12
2539 North Kedzie Avenue
Chicago, Illinois 60647
Attention: D. Lorenzo Padron/
Fabio Herrera
[Telephone/facsimile numbers
omitted for printing purposes]

Little Village 26th Street
Area Chamber of Commerce
3610 West 26th Street
Chicago, Illinois 60623
Attention: William Velazquez
[Telephone/facsimile numbers
omitted for printing purposes]

M.E.G.A. Center
Operated by: Burgos &
Associates, Inc.
7th Floor
105 West Adams Street
Chicago, Illinois 60603
Attention: Dan Drapala
[Telephone/facsimile numbers
omitted for printing purposes]

Mexican American Chamber
of Commerce of Illinois
Suite 1210
150 North Michigan Avenue
Chicago, Illinois 60601
Attention: George Loera
[Telephone/facsimile numbers
omitted for printing purposes]

Midwest Women's Center
Suite 200
828 South Wabash Avenue
Chicago, Illinois 60605
Attention: Marsha Medema/
Laurina Uribe
[Telephone/facsimile numbers
omitted for printing purposes]

Minority Economic Resource
Corp.
Minority Business Department
2570 East Devon Avenue
Des Plaines, Illinois 60018
Attention: Sean Bacon
[Telephone/facsimile numbers
omitted for printing purposes]

National Association of Women
Business Owners -- Chicago
Chapter
Suite 300
200 North Michigan Avenue
Chicago, Illinois 60601
Attention: Sharon Bennett
[Telephone/facsimile numbers
omitted for printing purposes]

The Neighborhood Institute
2255 East 75th Street
Chicago, Illinois 60649
Attention: Olivia Grady/
Adrian Hill
[Telephone/facsimile numbers
omitted for printing purposes]

Triton College
Small Business Development
Center
2000 Fifth Avenue
River Grove, Illinois 60171
Attention: Harry McGinnis
[Telephone/facsimile numbers
omitted for printing purposes]

Uptown Center Hull House
4520 North Beacon Street
Chicago, Illinois 60640
Attention: Ed Jacob/
Curt Roeschley
[Telephone/facsimile numbers
omitted for printing purposes]

Westside Small Business
Development Corp.
112 North Pulaski Road
Chicago, Illinois 60624
Attention: Betty Boston
[Telephone/facsimile numbers
omitted for printing purposes]

Women's Business Development
Center
Suite 400
8 South Michigan Avenue
Chicago, Illinois 60603-3306
Attention: Hedy Ratner/
Elizabeth Scully
[Telephone/facsimile numbers
omitted for printing purposes]

Women In Business Yellow
Pages
Suite 150
7358 North Lincoln Avenue
Chicago, Illinois 60646
Attention: Ida Bialik
[Telephone/facsimile numbers
omitted for printing purposes]

Construction.

Association of Asian
Construction Enterprises
739 -- 741 South Cicero Avenue
Chicago, Illinois 60644
Attention: Mr. Samuel Chung,
President
[Telephone/facsimile numbers
omitted for printing purposes]

Black Contractors United
Suite 503
1603 South Michigan Avenue
Chicago, Illinois 60616-1209
Attention: Jerome E. Peters
[Telephone/facsimile numbers
omitted for printing purposes]

Federation of Women Contractors
6723 South Pulaski Road
Chicago, Illinois 60629
Attention: Theresa Kern,
President or
Kathleen Collins,
Executive Director
[Telephone/facsimile numbers
omitted for printing purposes]

Hispanic American
Construction Industry
Associations (H.A.C.I.A.)
Suite 610
542 South Dearborn Street
Chicago, Illinois 60605-1527
Attention: Carlos Ponce
[Telephone/facsimile numbers
omitted for printing purposes]

Midwest Contractors for
Progress
4647 West Huron Street
Chicago, Illinois 60644
Attention: Carolyn Jordan
[Telephone/facsimile numbers
omitted for printing purposes]

Mexican American Chamber
of Commerce of Illinois
Suite 1210
150 North Michigan Avenue
Chicago, Illinois 60601
Attention: George Loera
[Telephone/facsimile numbers
omitted for printing purposes]

Attachment "B".
(To Special Conditions Regarding M.B.E. Commitment And W.B.E. Commitment)

(On Bidder/Proposer's Letterhead)

Return Receipt Requested

(Date)

Re: Specification No.: ____________

Description: ________________

____

(Assist Agency Name and Address)

Dear ____________:

____________________ intends to submit a bid/proposal in response to the
Bidder/Proposer

above referenced specification with the City of Chicago. Bids are due ___________ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

____

____

____

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. Due to the inability to identify an appropriate D.B.E./ M.B.E./W.B.E. firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted. If you are aware of such a firm, please

contact ______________________ at ______________________
Name of Company Representative Address/Phone

within ten (10) working days of receipt of this letter.

Under the City of Chicago's M.B.E./W.B.E./D.B.E. Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Diane E. Minor, Contract Compliance Administrator
Department of Purchases, Contracts and Supplies
City of Chicago
121 North LaSalle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at ______________.

Sincerely,

____

Clarifying Addendum To The Special Conditions Regarding M.B.E. And W.B.E. Commitment And Schedule D-1.

"The Total Contract Price", as used in Section "I.B." of Special Conditions Regarding M.B.E./W.B.E., previously set forth in this (Sub)Exhibit E, shall mean Gross Revenues as defined in the Agreement.

The annual M.B.E. requirements of the Licensee under this Agreement shall be computed by multiplying point one six nine (.169) (representing the required M.B.E. percentage of sixteen point nine percent (16.9%)) by the Total Contract Price in each and every year the Agreement is in effect.

The annual W.B.E. requirement under this Agreement shall be computed by multiplying point zero four nine (.049) (representing the required W.B.E. percentage of four point nine percent (4.9%)) by the Total Contract Price in each and every year this Agreement is in effect.

"Percent Amount of Participation", as used in Schedule D of this (Sub)Exhibit E, shall mean, for each M.B.E. or W.B.E. participant, the

Dollar Amount of Participation (as used in Schedule D) divided by the Total Contract Price.

Action Deferred -- AUTHORIZATION FOR SETTLEMENT OF CERTAIN CLAIMS ARISING FROM CHICAGO FREIGHT TUNNEL FLOOD.

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

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration one proposed order authorizing the Corporation Counsel to enter into and execute a settlement order concerning certain claims arising out of the Chicago freight tunnel flood in the maximum amount of $36,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

The following is said proposed order transmitted with the foregoing committee report:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement concerning certain claims arising out of the Chicago freight tunnel flood, in an amount not to exceed $36,000,000.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

APPOINTMENTS OF MS. VICTORIA B. LEONARD AND MR. PERRY A. NAKACHI AS MEMBERS OF AFFIRMATIVE ACTION ADVISORY BOARD.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Victoria B. Leonard and Perry A. Nakachi as members of the Affirmative Action Advisory Board for terms ending October 31, 1996, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointments.

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 committee's recommendation was *Concurred In* and the proposed appointments of Ms. Victoria B. Leonard and Mr. Perry A. Nakachi, as members of the Affirmative Action Advisory Board, for terms ending October 31, 1996, were *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF MR. CARLOS PONCE AS COMMISSIONER OF DEPARTMENT OF GENERAL SERVICES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Carlos Ponce as the Commissioner of General Services, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointment.

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

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and the proposed appointment of Mr. Carlos Ponce as Commissioner of the Department of General Services was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

AUTHORIZATION FOR AGREEMENT WITH SPECIFIED UTILITIES FOR IMPLEMENTATION OF CITYWIDE UTILITY ALERT SYSTEM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 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 an agreement between the City of Chicago and specified utilities necessary to implement the Citywide Utility Alert System 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50, et seq. (the "Act") requires all utilities operating outside of a municipality of at least one million (1,000,000) persons which operates its own one-call notice system for underground demolition or excavation to join the Statewide One-Call System; and

WHEREAS, The City of Chicago (the "City"), through its Department of Transportation ("C.D.O.T."), operates a one-call notice system (the "Call Center") for the purpose of informing owners and operators of underground facilities using the City's public ways of proposed underground demolition and excavation; and

WHEREAS, Various departments of the City, chiefly the Department of Water, the Department of Sewers and the Department of Streets and Sanitation, own facilities using the City's public ways; and

WHEREAS, The Act requires all persons who intend to engage in excavation or demolition affecting underground facilities in the City to notify affected owners and operators of such facilities (including, but not limited to the affected City departments) of such planned activities through the Call Center; and

WHEREAS, To improve the Call Center's response time, reduce operating expenses of the Call Center and increase protection of the facilities occupying the public ways, the City and Ameritech Illinois, Commonwealth Edison Company and The Peoples Gas Light and Coke Company (collectively, the "Utilities") wish to upgrade the existing joint C.U.A.N./permit computer network and the permit issuance interface thereto (collectively, the "Project") through the acquisition and installation of certain computer equipment, software programs and peripherals (the "Products"); and

WHEREAS, The City estimated that the cost of the Project is approximately One point Two Million Dollars ($1.2 Million); and

WHEREAS, Pursuant to an ordinance of the City Council of the City (the "City Council") approved on November 5, 1993 and published in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") of such date at pages 40369 through 40407, as subsequently amended on April 13, 1994, by the City Council and published in the Journal of such date at pages 48889 through 48891, the City entered into the Chicago Utility Alert Network Membership Agreement (the "C.U.A.N. Agreement") with certain Initial Members (as defined in the C.U.A.N. Agreement), including the Utilities, to provide oversight over the operations of the Call Center and the payment by Voting Members (as defined in the C.U.A.N. Agreement) of a share of the Call Center's operating expenses; and

WHEREAS, It is anticipated that the Project will immediately increase the efficiency of the Call Center so that billings for operating expenses to the Voting Members may be reduced beginning on or before January 1, 1997; and

WHEREAS, The City is willing to purchase the Products for the Call Center and proceed with the Project, with the assistance of the Utilities; and

WHEREAS, The Utilities are willing to contribute Three Hundred Thousand Dollars ($300,000) each for the total sum of Nine Hundred Thousand Dollars ($900,000) (the "Contribution") to pay a portion of the cost of the Project; and

WHEREAS, The City is willing to contribute a matching amount of up to Three Hundred Thousand Dollars ($300,000) to pay a portion of the costs of the Project; and

WHEREAS, The City is willing to enter into an agreement concerning the terms and conditions of the Contribution, substantially in the form attached hereto as Exhibit A (the "Agreement"); now, therefore,

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

SECTION 1. The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

SECTION 2. The sum of Nine Hundred Thousand Dollars ($900,000) not previously appropriated is hereby appropriated from Fund 648-84-2005-9350 for the Year 1995, for the purpose described in the preamble hereof.

SECTION 3. The Comptroller of the City is hereby directed to disburse the Contribution as required to carry out the purpose of the Project.

SECTION 4. Subject to approval by the Corporation Counsel, the Commissioner of C.D.O.T. is hereby authorized to enter into the Agreement, on behalf of the City, substantially in the form attached hereto as Exhibit A, with such changes as may be approved by the Commissioner.

SECTION 5. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

An Agreement Among The City Of Chicago

And

Ameritech Illinois,

Commonwealth Edison Company

And

The Peoples Gas Light And Coke Company.

This Agreement, made and entered into as of this ________ day of ________ 1995 (the "Effective Date") by and among the City of Chicago (the "City") acting through its Department of Transportation ("C.D.O.T."), Department of Sewers and Department of Water (collectively, the "Departments") and Ameritech Illinois, Commonwealth Edison Company and The Peoples Gas Light and Coke Company (collectively, the "Utilities").

Recitals.

Whereas, The City is a municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

Whereas, The City, acting through C.D.O.T., operates a "one-call" notice center (the "Call Center") and an interconnected permit system which receives and transmits information from entities intending to undertake activities, including excavation and demolition, which may affect underground facilities and which forwards information to certain owners and operators of underground utilities who may be affected by such activities; and

Whereas, C.D.O.T. issues nearly sixty thousand (60,000) permits for construction work in the public ways of the City which require notice through the Call Center; and

Whereas, All notices processed through the Call Center must have an authorized permit to "dig" in the public ways; and

Whereas, Pursuant to an ordinance of the City Council of the City (the "City Council") approved on ________________, 1995 and published in the Journal of the Proceedings of the City Council of the City of Chicago (the "Journal") of such date at pages _________ through _________ the City is authorized to enter into this Agreement; and

Whereas, Pursuant to an ordinance of the City Council approved on November 5, 1993 and published in the Journal of such date at pages 40369 through 40407, and as subsequently amended on April 13, 1994, by the City Council and published in the Journal of such date at pages 48889 through 48891, the City entered into the Chicago Utility Alert Network Membership Agreement (the "C.U.A.N. Agreement"), with certain Initial Members (as defined in the C.U.A.N. Agreement), including the Utilities, to provide oversight over the operations of the Call Center and the payment by Voting Members (as defined in the C.U.A.N. Agreement) of a share of the Call Center's operating expenses; and

Whereas, To improve the Call Center's response time, reduce operating expenses of the Call Center and increase protection of the facilities occupying the public ways, the Utilities and the City wish to upgrade the existing joint C.U.A.N./permit computer network (the "Network") and the permit issuance interface thereto (collectively, the "Project") through the acquisition and installation of certain computer hardware, software programs and peripherals (the "Products") generally described in (Sub)Exhibit A attached hereto; and

Whereas, The Advisory Board of C.U.A.N. by resolution dated August 31, 1995 has authorized the execution of this Agreement; and

Whereas, The City estimates that the cost of the Project is approximately One point Two Million Dollars ($1.2) as set forth in (Sub)Exhibit A attached hereto; and

Whereas, It is anticipated that the Project will immediately increase the efficiency of the Call Center so that billings for operating expenses to the Voting Members may be reduced beginning on or before January 1, 1997; and

Whereas, The City is willing to purchase the Products for the Call Center and proceed with the Project, with the assistance of the Utilities; and

Whereas, The Utilities are willing to contribute Three Hundred Thousand Dollars ($300,000) each for the total sum of Nine Hundred Thousand Dollars ($900,000) (the "Contribution") to pay a portion of the cost of the Project; and

Whereas, The City is willing to contribute a matching amount of up to Three Hundred Thousand Dollars ($300,000) (the "City Funds") to pay a portion of the costs of the Project;

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

Section 1. Incorporation Of Recitals.

The recitals set forth above are hereby incorporated herein by reference and made a part hereof.

Section 2. Delivery And Use Of The Contribution.

The Utilities shall deliver the full amount of the Contribution to C.D.O.T. within forty-five (45) days of the Effective Date of this Agreement. The Contribution shall be in the form of a separate check from each of the Utilities, each in the amount of Three Hundred Thousand Dollars ($300,000). Each such check shall be payable to the City of Chicago. The City shall be under no obligation to proceed to procure the Products or to commence the Project until the entire Contribution is available to the City for the Project.

The City shall use the Contribution and the City Funds, as needed, to purchase the Products and implement the Project pursuant to the

Municipal Purchasing Act for cities of five hundred thousand (500,000) or more population, 65 ILCS 5/8-10, et seq., and the applicable provisions of the Municipal Code of Chicago, including but not limited to Title 2-92. It is anticipated that the Project shall be completed by April 1, 1997. The City shall be responsible for the maintenance or for procuring the maintenance of the Products. The parties hereto agree to seek to include the cost of maintenance of the Products in the C.U.A.N. budget under the C.U.A.N. Agreement, commencing with the 1997 budget.

Section 3. Technical Review.

The parties shall establish a technical review unit consisting of representatives of each Utility and the City to review progress on the Project on a quarterly basis. C.D.O.T. will provide a report to the Utilities estimating cost savings attributable to the implementation of the Project no later than April 1, 1997.

Section 4. Audit, Inspection And Retention Of Records.

The City shall maintain complete and accurate books and records necessary to monitor the Project and to reflect and disclose fully the cost of the Project and the sources and uses of all funds allocated thereto. All such books, records and other related documents shall be available at C.D.O.T.'s offices at reasonable times for inspection, copying, audit and examination by an authorized representative of any of the Utilities, at such Utility expense.

Section 5. Expenditures.

Upon completion of the Project, all expenditures for the Project shall be allocated between the Utilities and the City on a three to one ratio. Any surplus Contribution amounts, after the completion of the Project, shall be held by the City and the Utilities agree that such funds may be expended for enhancements of the Network or subsequent expenditures for the Network, upon the written consent of the Utilities.

Section 6. Termination.

In the event that the City wishes to terminate the Project prior to its complete implementation, the City shall (i) provide notice in writing to each of the Utilities of such termination and (ii) return all unencumbered amounts of the Contribution ("Remaining Contribution") in equal proportion to each of the Utilities, pari passu, within ninety (90) days of the date of such termination. Expenditures or encumbrances made from the Contribution prior to the date of termination of the Project shall be allocated on an equal basis to each of the Utilities, pari passu, as credits ("Expenditure Credits") against their respective share of future Operating Expenses. To the extent that any Utility's share of the Expenditure Credits has not been redeemed in full within the fifth C.U.A.N. fiscal year following the year in which the Project was terminated, the City shall pay such Utility the amount of such unredeemed Expenditure Credits within ninety (90) days of the commencement of the sixth fiscal year. The Utilities shall be entitled to an accounting of expenditures from the Contribution up to termination of the Project but shall not have any cause of action against the City except in the case of fraud or malfeasance by the City.

Section 7. Notices.

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

If To City:

City of Chicago
Department of Transportation
Sixth Floor
320 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner
[Facsimile number omitted for printing purposes]

City of Chicago
Department of Sewers
Room 410
333 South State Street
Chicago, Illinois 60604
Attention: Commissioner
[Facsimile number omitted for printing purposes]

City of Chicago
Department of Water
1000 East Ohio Street
Chicago, Illinois 60611
Attention: Commissioner
[Facsimile number omitted for printing purposes]

With Copy to:

City of Chicago
Department of Law
Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
[Facsimile number omitted for printing purposes]

If to Grantors:

Ameritech Illinois

____

____

____

Commonwealth Edison Company

____

____

____

The Peoples Gas Light and Coke Company

____

____

____

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 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 clause (D) shall be deemed received two (2) business days following deposit in the mail.

Section 8. Amendment.

This Agreement may not be amended except in writing by the City and the Utilities.

Section 9. Entire Agreement.

This Agreement constitutes the entire agreement between the City and the Utilities and supersedes all prior agreements, negotiations and discussions between them regarding the subject matter hereof; provided however, that nothing in this Section 9 shall be construed as to apply to the C.U.A.N. Agreement.

Section 10. Waiver.

Waiver by the City or the Utilities with respect to 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 Utilities in writing.

Section 11. 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.

Section 12. 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.

Section 13. 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.

Section 14. 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.

Section 15. Governing Law.

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

Section 16. Non-Liability Of Public Officials.

No official, employee or agent of any party shall be charged personally by any other or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of such party's execution or attempted execution or because of any breach hereof.

Section 17. Assignment.

This Agreement, or any portion hereof, shall not be assigned by the Utilities without the prior written consent of the City.

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

Attest:

By: ______________________
City Clerk

City of Chicago

By: ______________________
Commissioner,
Department of Transportation

By: ______________________
Commissioner,
Department of Sewers

By: ______________________
Commissioner,
Department of Water

Attest:

By: ______________________
Secretary

Ameritech Illinois

By: ______________________

Attest:

By: ______________________
Secretary

Commonwealth Edison Company

By: ______________________

Attest:

By: ______________________
Secretary

The Peoples Gas Light and Coke Company

By: ______________________

(Sub)Exhibit "A" referred to in this Agreement reads as follows:

(Sub)Exhibit "A".
(To Agreement)

Description Of Products.

Upgrade Of Permits/Chicago Utility Alert Network.

Project Scope And Budget Estimate.

Project Scope.

Software deliverables/functionalities

(Technical requirements: open architecture, expandable, Oracle-based, maximize off-the-shelf-solutions)

Permits:

On-line permit application (fees, restrictions, et al.)

Remote batch permit application (trust accounts, et al.)

Remote inquiry

Remote inspection dispatch

Logical block diagram redesign

Local network

Enterprise network

Training

Warranty

Maintenance

C.U.A.N.:

Remote batch dig number processing

Interactive voice response

Logical block diagram redesign

Local network

Enterprise network

Training

Warranty

Maintenance

Hardware Configurations.

Permits/C.U.A.N. Customer Service local area network at 121 North LaSalle Street

Permits/C.U.A.N. Support Center local area network at 30 North LaSalle Street

Remote Permit Application locations (7 workstations)

Remote C.U.A.N. locations (29 workstations)

Remote inspections dispatch centers (3 workstations)

Remote inquiry locations (3 workstations)

Budget Estimate.

Software	$660,000
{Permits {C.U.A.N.	
Hardware	540,000
{Network {Workstations	
TOTAL:	$1,200,000

AUTHORIZATION FOR INSTALLATION OF WATER MAINS AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration fifteen (15) 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 orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of East Chicago Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 293 feet of 8-inch ductile iron water main in East Chicago Avenue, from North Michigan Avenue to North Rush Street, at a total estimated cost of $86,272.00 chargeable to the Capital Improvement Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01736.

Portion Of West Draper Street.

Ordered, That the Commissioner of Water is hereby authorized to install 620 feet of 8-inch ductile iron water main in West Draper Street, from North Racine Avenue to 588 feet west of the west line of North Racine Avenue, at a total estimated cost of $97,341.51 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01460.

Portion Of South Ellis Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,075 feet of 8-inch ductile iron water main in South Ellis Avenue, from East 43rd Street to East 46th Street, at a total estimated cost of $443,617.36 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01740.

Portion Of West Erie Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,275 feet of 8-inch ductile iron water main in West Erie Street, from North Western Avenue to North Leavitt Street, at a total estimated cost of $224,090.21 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01744.

Portion Of West Henderson Street.

Ordered, That the Commissioner of Water is hereby authorized to install

1,192 feet of 8-inch ductile iron water main in West Henderson Street, from North Damen Avenue to North Ravenswood Avenue, at a total estimated cost of $201,043.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01733.

Portion Of West Hood Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,369 feet of 8-inch ductile iron water main in West Hood Avenue, from North Sacramento Avenue to North Kedzie Avenue, at a total estimated cost of $207,547.01 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01738.

Portion Of North Kedzie Boulevard.

Ordered, That the Commissioner of Water is hereby authorized to install 660 feet of 8-inch ductile iron water main in North Kedzie Boulevard, at West Palmer Street, at a total estimated cost of $88,851.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01743.

Portion Of South Kilbourn Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,490 feet of 12-inch and 70 feet of 8-inch ductile iron water main in South Kilbourn Avenue, from West Archer Avenue to 265 feet south of the south line of West 53rd Street, at a total estimated cost of $497,943.75 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01737.

Portions Of West Kinzie Street.

Ordered, That the Commissioner of Water is hereby authorized to install 3,360 feet of 12-inch ductile iron water main in West Kinzie Street, from North Kilbourn Avenue to North Pulaski Road, at a total estimated cost of $493,000.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01731.

Portion Of North Magnolia Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,630 feet of 8-inch ductile iron water main in North Magnolia Avenue, from West Bryn Mawr Avenue to West Foster Avenue, at a total estimated cost of $366,315.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01730.

Portion Of South Wabash Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,335 feet of 8-inch ductile iron water main in South Wabash Avenue, from East 41st Street to East 43rd Street, at a total estimated cost of $215,472.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01735.

Portions Of South Wells Street, West 45th Street, West 45th Place And West 46th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 3,522 feet of 8-inch ductile iron water main in South Wells Street, from West 43rd Street to West 46th Street; in West 45th Street, from South Portland Avenue to South Wentworth Avenue; in West 45th Place, from South Princeton Avenue to South Wentworth Avenue; and in West 46th Street, from South Princeton Avenue to South Wells Street, at a total estimated cost of $530,625.00 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01739.

Portions Of North Wolcott Avenue And West Birchwood Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,615 feet of 8-inch ductile iron water main in North Wolcott Avenue, from West Howard Street to West Fargo Avenue and in West Birchwood Avenue, from North Wolcott Avenue to North Clark Street, at a total estimated cost of $288,698.95 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01732.

Portion Of West Wrightwood Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 945 feet of 12-inch ductile iron water main in West Wrightwood Avenue, from North Ashland Avenue to North Altgeld Street, at a total estimated cost of $204,643.00 chargeable to the Capital Improvement Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01741.

Portion Of West 57th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 2,680 feet of 8-inch ductile iron water main in West 57th Street, from South Halsted Street to South Stewart Avenue, at a total estimated cost of $485,854.58 chargeable to Appropriation Account Number 235-87-3120-0550-0550 (W-706) Construction.

The above work is to be done under Order Number A-01734.

Action Deferred -- AMENDMENT OF TITLE 7, CHAPTER 12 OF MUNICIPAL CODE OF CHICAGO CONCERNING REGULATION AND CONTROL OF DANGEROUS ANIMALS.

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

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed resolution relating to the regulation and control of dangerous animals, and having been presented with an ordinance authorizing an amendment to Chapter 7-12 of the Municipal Code of Chicago defining "dangerous animals" and providing for responsible animal ownership, and having been presented with an amended substitute ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed amended 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.

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

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

SECTION 1. Section 7-12-020 of the Municipal Code of Chicago is hereby amended by deleting the existing definition of "dangerous or vicious animal" and substituting the following definition:

"Dangerous animal" means an animal meeting any one of the following criteria:

(1) any animal which bites, inflicts injury on, kills or otherwise attacks a human being or domestic animal without provocation on any public or private property; or

(2) any animal which on more than one occasion, without provocation, chases or approaches any person in an apparent attitude of attack, on any public property or in any place outside or over the boundaries of its owner's property; or

(3) any animal owned or harbored primarily or in part for the purpose of dog or other animal fighting or any animal trained for dog or other animal fighting; or

(4) any dog that is used by a commercial venture to guard public or private property, except those owned by a governmental or law enforcement unit; or

(5) any animal which has been found to be a vicious dog under state law.

Section 7-12-020 is further amended by adding the following definitions:

"Provocation" means that the threat, injury or damage caused by the animal was sustained by a person who, at the time, was committing a

willful trespass or other tort upon the premises occupied by the owner of the animal, or was tormenting, abusing, or assaulting the animal, or was committing or attempting to commit a crime.

"Severe injury" means any physical injury that results in broken bones or lacerations requiring sutures or cosmetic surgery."

Section 7-12-020 is further amended by adding the following language in italics:

"Euthanasia" *or "humane destruction"* means death brought about by any method which produces instant loss of consciousness and results in painless death.

SECTION 2. Section 7-12-050 of the Municipal Code of Chicago is hereby amended by deleting the existing section and substituting the following new section:

7-12-050 Dangerous Animals -- Determination And Requirements.

The executive director shall have the authority to make a determination that an animal is a dangerous animal, as defined in Section 7-12-020, and to order the owner to comply with any of the measures set forth below for the protection of public health, safety and welfare.

(a) Upon receipt of a citizen complaint or other report of an animal bite, attack, threatening behavior, or other reason to believe an animal may be a dangerous animal, the executive director or an animal control officer shall evaluate the seriousness of the complaint or report and, if the circumstances warrant, may conduct an investigation of the facts. Where practicable and readily located, the investigation shall include interviewing the complainant, the victim, if any, the animal's owner, and any witnesses, and observation of the animal and the scene. The investigator then shall make a written finding of whether an animal is a dangerous animal as defined in Section 7-12-020 and of the basis for that finding. In addition if during the course of the investigation, the investigator uncovers evidence of inhumane treatment of any animal in violation of Section 7-12-090, he or she shall make a written finding of the specific violation and forward such to the executive director. For purposes of this section, a police report may constitute an investigation and may include a finding of dangerousness. Based upon the investigator's finding of a dangerous animal, the executive director may declare in writing that the animal is a dangerous animal.

(b) Where an animal is declared to be a dangerous animal, and such animal has caused severe injury or death to any person, then the executive director shall order the humane destruction of such animal, where

appropriate, taking into consideration the severity and the circumstances of the injury.

(c) In all cases where an animal is declared to be a dangerous animal and the animal is not humanely destroyed, the executive director shall order the owner to comply with the following requirements:

(1) While on the owner's property, the owner must securely confine the dangerous animal indoors or within a securely enclosed and locked pen, structure, or fence, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen, structure, or fence must be a minimum of six (6) feet in height and must have secure sides. If it has no bottom secured to the sides, the sides must be embedded into the ground no less than two (2) feet deep. The enclosure also must be humane and provide some protection from the elements for the animal.

(2) While off of the owner's property, a dangerous animal must be muzzled securely to prevent the possibility of biting, restrained by a substantial chain or leash not exceeding six (6) feet in length, and under the control of a responsible person at all times. The muzzle must be made in a manner that will not cause injury to the animal or impair its vision or respiration but must prevent it from biting any person or animal.

(3) The owner must display, in a conspicuous manner, a sign on the owner's premises warning that a dangerous animal is on the premises by stating in capital letters: "Warning -- Dangerous Animal -- Keep Away". The sign must be visible and legible from the public way and from fifty (50) feet away from the special enclosure required pursuant to subsection (c)(1) above.

In addition, the executive director may order the owner to comply with any of the following requirements, in any combination:

(4) The owner must confine the dangerous animal to the secure enclosure described above in subsection (c)(1) at all times and only allow the animal out under the conditions set forth in subsection (c)(2) where it is necessary to obtain veterinary care for the animal or to comply with a court order.

(5) The owner must present proof that he or she has procured liability insurance, in the amount of $100,000 or such other amount as is determined by the commission, covering any damage or injury which may be caused by the dangerous animal.

(6) The owner and the animal must complete a course of animal obedience training approved by the commission.

In the alternative to (1) -- (6) above, the executive director may order that the dangerous animal shall be permanently barred from the City limits.

(d) Where the owner's address can be reasonably ascertained, the executive director shall send written notice to the owner, by certified mail, stating that his or her animal has been declared a dangerous animal, describing the basis for such declaration by specific behavior and date(s) of occurrence, setting forth all applicable orders and restrictions imposed by reason of such declaration, and informing the owner of his or her right to appeal such determination by filing a written request for a hearing within seven (7) days of receipt of the notice. A copy of such notice shall be sent to the complainant, if any. Where the animal has been impounded pursuant to subsection (f) below, such notice shall be sent within fifteen days after such impoundment.

(e) If the owner requests a hearing, the executive director shall appoint a hearing officer who shall hold a hearing, at which all interested parties may present testimony and any other relevant evidence, within fifteen days of the request. The hearing shall be taped. If the hearing officer upholds the executive director's determination that the animal is dangerous, the owner shall have thirty days to satisfy all requirements set out in subsection (c) and the notice. In those cases where the executive director has ordered humane destruction of the dangerous animal, that order shall not be carried out until seven days after the hearing; if the owner appeals to the Circuit Court during that time period, that order shall be stayed until resolution of such appeal.

(f) Where there is probable cause to believe that an animal is a dangerous animal, the executive director or his designee is authorized to impound and hold such animal, at the owner's expense, pending the investigation and final resolution of any appeals. Where the animal has caused severe injury or death to any person, the executive director or his designee is required to impound and hold such animal, at the owner's expense, pending the investigation and final resolution of any appeals. Moreover, in no event shall a dangerous animal be released to its owner before the executive director or his designee approves the enclosure required by subsection (c)(1). The holding period and impoundment procedures for animals of unknown ownership shall be governed by Section 7-12-060.

(g) Guard dogs and dogs which have been found to be "vicious dogs" under state law, both of which are defined in Section 7-12-020 above as dangerous animals, automatically are required to comply with the requirements of Section 7-12-050(c)(1)-(3) without the need for any individualized declaration or the right to any hearing, except that, to the extent an owner disputes the fact that his or her animal is used as a guard dog by a commercial venture, in such instances the protections set forth above shall apply.

SECTION 3. Chapter 7-12 of the Municipal Code of Chicago is hereby amended by adding the following new Section 7-12-051:

7-12-051 Dangerous Animals -- Violations.

(a) Any owner who fails to comply with any of the requirements of Section 7-12-050(c) and any additional orders of the executive director as authorized by that subsection shall be punished by a fine of not less than $200 nor more than $500 for the first offense, and not less than $500 nor more than $1,000 for the second offense. Any subsequent offenses shall be punished as a misdemeanor by incarceration for a term not to exceed six months. In addition to the penalties set forth above, the executive director may order an owner who violates Section 7-12-050(c) to attend with his or her animal a course of animal obedience training approved by the Commission.

(b) Any animal which has been declared a dangerous animal and which (1) is seen outside and not confined within the enclosure required by Section 7-12-060(c)(1), and not muzzled and under control as required by Section 7-12-060(c)(2), or (2) thereafter attacks or injures a person or domestic animal, may be impounded by an animal control officer or a police officer, at the owner's expense, and the executive director may order the owner to comply with any of the alternatives set forth in Section 7-12-050(b) and (c), including humane destruction of the animal. The owner shall be entitled to notice and an opportunity for a hearing in the same manner as provided in Section 7-12-050(d) and (e) above.

SECTION 4. Chapter 7-12 of the Municipal Code is hereby amended by adding the following new Section 7-12-052:

7-12-052 Dangerous Animals -- Miscellaneous.

(a) Every owner of a dangerous animal shall allow inspection of the required enclosure by the executive director or his designee.

(b) All dangerous animals as defined in this chapter are hereby declared to be a public nuisance; provided that they are lawful if maintained in strict compliance with the requirements set out in Section 7-12-050(c).

(c) The executive director and/or the commission are hereby authorized to enact regulations governing dangerous animals as are necessary to carry out the provisions of this chapter and to promote the health, safety, and welfare of the public.

(d) Where an animal has caused severe injury or death to any person, but it is not found to be a dangerous animal on the grounds that the attack was provoked, the executive director shall advise the owner to comply with the safety measures set forth in Section 7-12-050(c) in order to protect the public health, safety, and welfare.

SECTION 5. Section 7-12-090 of the Municipal Code is amended by deleting the language in brackets and adding the language in italics, as follows:

7-12-090 Owner's Responsibility Where Animal Has Bitten Another Animal Or Person.

It shall be the duty and responsibility of the owner of any animal which has bitten any other animal or person to notify the commission of such bite. It also shall be the duty and responsibility of the owner to surrender such animal to an animal control center within twenty-four (24) hours after the animal has bitten any other animal or person, or to have such animal impounded at a humane society or other authorized agency. If, however, a licensed veterinarian is presented evidence that such animal has been inoculated against rabies within the time prescribed by law prior to the biting, such animal shall be confined on the premises of its owner and in a manner which shall prohibit such animal from biting any other animal or person for a period of ten (10) days*; except that, where the animal bite has caused severe injury or death to a person, confinement on the owner's premises shall not be allowed. In the event of severe injury or death to a person, the executive director shall impound the animal, at the owner's expense, as set forth above in Section 7-12-050(f)*. It further shall be the duty and responsibility of the owner to have such animal examined by a licensed veterinarian on the tenth (10th) day of impoundment or confinement or as soon thereafter as possible; provided, that the impoundment or confinement of the animal described above shall not be terminated until examination by a veterinarian.

If a [licensed] animal, which has bitten any animal or person, is to be impounded by the commission, the owner shall pay the fees for housing of the animal as prescribed in this ordinance. Prior to release of said animal, vaccination and license certificates must be presented to the executive director or authorized representative.

It shall be unlawful for the owner of any animal, when notified that such animal has bitten any person to sell or give away such animal or to permit or allow such animal to be taken beyond the limits of the city.

SECTION 6. Section 7-12-030 of the Municipal Code is hereby amended by adding the following language in italics:

7-12-030 Animal Shall Be Restrained.

Each owner shall keep and maintain his animal under restraint; provided, however, that this section shall not apply to any dog being used for rescue or law enforcement work. *It shall be unlawful for any owner to allow his or her animal to cross outside the property line of its owner to any extent, including reaching over or under a fence, unless the animal is leached and under the control of its owner or another responsible person. In addition, it shall be an unlawful failure to restrain for an animal to attack, bite, threaten, or jump on any person without that person's consent, outside the property of the animal's owner. The provisions of this section shall be a positive duty of the owner and the offenses described herein shall be strict liability offenses.*

SECTION 7. Section 7-12-040 of the Municipal Code is hereby amended by adding the following language in italics:

7-12-040 Impounding Stray *And Unlicensed* Animals.

Any stray animal *and any animal without a current license that is found* in the public way or within a public place or upon private premises of any person other than the owner shall be immediately impounded by an animal control officer.

SECTION 8. Section 7-12-190 of the Municipal Code is hereby amended by deleting the language in brackets and adding the language in italics, as follows:

7-12-190 Citations [For Unvaccinated And/Or Unlicensed Dogs].

The commission, through its animal control officers, [shall] *is authorized to* issue citations against the owner of any [dog] *animal for violations of this chapter* [that is determined to be unvaccinated and/or unlicensed, unless such dog is exempted from same by other specific provisions of this ordinance].

SECTION 9. Severability. If any provision of this ordinance is held invalid, such provision shall be deemed excised from this ordinance and the invalidity thereof shall not affect any of the other provisions of this ordinance. If the application of any provision of this ordinance to any person or circumstance is held invalid, it shall not affect the application of such provision to other persons or circumstances.

SECTION 10. This ordinance shall be effective thirty (30) days after its passage and publication.

COMMITTEE ON BUILDINGS.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration fifteen (15) proposed sign orders submitted on August 2 and August 30, 1995 (one sign, 18th Ward; six signs, 32nd Ward; one sign, 41st Ward; five signs, 42nd Ward; and two signs, 45th Ward), begs leave to report and 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 submitted,

(Signed) BERNARD L. STONE,
Chairman.

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

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

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not ›eing a part of the order):

3122 North Ashland Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Kieffer & Co., Inc., 1322 Barclay Boulevard, Buffalo Grove, Illinois 60089, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3122 North Ashland Avenue (Pet Care Superstore):

Dimensions: length, _______; height, _______
Height Above Grade/Roof to Top of Sign: _______
Total Square Foot Area: 210 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.

642 North Clark Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Lite-Rite Electric Company, 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 642 North Clark Street (restaurant):

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 45 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5615 North Cumberland Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Olympic Signs, Inc., 560 Windpoint 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 5615 North Cumberland Avenue (Wyndham Garden Hotel):

Dimensions: length, 22 feet; height, 9 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 198 square feet each side.

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.

4730 West Irving Park Road.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Liberty Sign Company, 655 Lunt Avenue, Schaumburg, Illinois 60193, for the erection of signs/signboards over 24 feet in height and/or over 100 square feet (in area of one face) at 4730 West Irving Park Road (Sears) (2 signs) one on the south elevation and one on the west elevation:

Dimensions: length, 4 feet, 5 inches; height, 20 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 90 square feet.

Such signs 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.

111 West Kinzie Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to J & B Signs, Inc., 75 East Wacker Drive, Suite 2100, Chicago, Illinois 60603, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 111 West Kinzie Street (office):

Dimensions: length, 60 feet; height, 60 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 3,600 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 LaSalle Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Gannett Outdoor, 444 North Michigan Avenue, Chicago, Illinois 60611, 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 LaSalle Street (retail):

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 55 feet
Total Square Foot Area: 1,344 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.

2767 North 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 2767 North Lincoln Avenue:

Dimensions: length, 42 feet; height, 5 feet
Height Above Grade/Roof to Top of Sign: 17 feet
Total Square Foot Area: 210 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.

1232 West North Avenue.
(683 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60601, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1232 West North Avenue (Home Depot):

Dimensions: length, 75 feet, 11¼ inches; height, 9 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 683 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.

1232 West North Avenue.
(302 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60601, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1232 West North Avenue (Home Depot):

Dimensions: length, 50 feet, 5 inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 34 feet
Total Square Foot Area: 302 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.

1232 West North Avenue.
(302 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60601, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1232 West North Avenue (Home Depot):

Dimensions: length, 50 feet, 5 inches; height, 6 feet
Height Above Grade/Roof to Top of Sign: 19 feet
Total Square Foot Area: 302 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.

1232 West North Avenue.
(196 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60601, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1232 West North Avenue (Home Depot):

Dimensions: length, 14 feet by 14 feet; height, pole sign
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 196 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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400 North Wells Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Lite-Rite Electric Co., P.O. Box 323, Downers Grove, Illinois 60515, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 400 North Wells Street (retail stores):

Dimensions: length, 38 feet; height, 30 feet
Height Above Grade/Roof to Top of Sign: 55 feet
Total Square Foot Area: 1,140 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.

509 North Wells Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Lite-Rite Electric Co., P.O. Box 323, Downers Grove, Illinois 60515, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 509 North Wells Street (vacant):

Dimensions: length, 40 feet; height, 30 feet
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 1,200 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.

3348 West 87th Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Art and Son Sign, Inc., 1090 Brown Street, Wauconda, Illinois 60084, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3348 West 87th Street (Bally Total Fitness) (WestPort Commons):

Dimensions: length, 13 feet, 4 inches; height, 12 feet, 0 inches
Height Above Grade/Roof to Top of Sign: 25 feet, 3 inches
Total Square Foot Area: 320 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

APPROVAL OF PROPERTY AT 1224 NORTH HOOKER STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution introduced by Alderman Terry Gabinski (32nd Ward) authorizing Class 6(b) tax incentives for the property located at 1224 North Hooker Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution which is transmitted herewith.

This resolution 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for industrial purposes; and

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

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, William Smith and David R. Kahnweiler, the principals of the Division Hooker, L.L.C. (the "Owner") of the property commonly known as 1224 North Hooker Street, Chicago (hereinafter referred to as the "Subject Property"), will undertake the new construction of a forty-five thousand (45,000) square foot industrial warehouse/wholesale distribution facility with the expectation that the project and property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone No. 4; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that it has been leased to Christopher Ranch, a garlic producer who will use the property for warehousing/wholesale distribution of their product and Pierini Iron Works, a manufacturer/distributor of coiling steel doors, fire doors and other related products; and

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

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

WHEREAS, The Permanent Real Estate Index Number for the Subject Property is 17-05-223-005-0000; and

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

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

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

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of 1224 North Hooker Street; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, as amended, the City of Chicago, Illinois, hereby approves, consents and support the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Tax Number 17-05-223-005-0000; and

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

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

APPROVAL OF PROPERTY AT 4849 SOUTH ROCKWELL STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, September 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 Rafael Frias (12th Ward) authorizing Class 6(b) tax incentives for the property located at 4849 South Rockwell Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

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

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, Michael B. McCabe and Linda J. McCabe (the "Owner") of the property commonly known as 4849 South Rockwell Street, Chicago, Illinois (hereinafter referred to as the "Subject Property"), have purchased the Subject Property which has been vacant for more than two (2) years and will undertake a program of re-occupancy and substantial rehabilitation and conversion with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property will be utilized for industrial use in that H. Diamond Iron and Metal Co., the tenant, is a scrap metal wholesaler; and

WHEREAS, The granting of Class 6(b) tax incentives for the Subject Property is necessary for the execution of the intended re-occupancy and substantial rehabilitation; and

WHEREAS, The execution of this re-occupancy and substantial rehabilitation and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Index Number for the Subject Property is 19-12-209-012-0000; and

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

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

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

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification, as amended, are necessary for the proposed improvements of 4849 South Rockwell Street to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, as amended, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Index Number 19-12-209-012-0000; and

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

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

APPROVAL OF PROPERTY AT 700 -- 720 AND 722 -- 724 NORTH WESTERN AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, September 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 Jesse Granato (1st Ward) authorizing Class 6(b) tax incentives for the property located at 700 -- 720 and 722 -- 724 North Western Avenue 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for industrial purposes; and

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

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, Badger Murphy Food Service (the "Owner") of the property commonly known as 700 -- 720 North Western Avenue and 722 -- 724 North Western Avenue, Chicago, Illinois (hereinafter referred to as the "Subject Property"), will undertake new construction of a nine thousand five hundred

(9,500) square foot structure adding three dock bays, and one freezer for the storage of perishable food items with the expectation that the project and property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended; and

WHEREAS, The Owner intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone Number 4; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that Badger Murphy is a distributor of wholesale food products; and

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

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

WHEREAS, The Permanent Real Estate Index Numbers for the Subject Property are 16-12-213-037-0000, 16-12-207-043-0000, 16-12-207-044-0000, 16-12-207-045-0000, 16-12-207-046-0000, 16-12-207-047-0000, 16-12-207-048-0000 and 16-12-207-049-0000; and

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

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

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

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed new construction of 700 -- 720 North Western Avenue and 722 -- 724 North Western Avenue to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, as amended, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Index Numbers 16-12-213-037-0000, 16-12-207-043-0000, 16-12-207-044-0000, 16-12-207-045-0000, 16-

12-207-046-0000, 16-12-207-047-0000, 16-12-207-048-0000 and 16-12-207-049-0000; and

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

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

COMMITTEE ON HOUSING AND REAL ESTATE.

APPOINTMENT OF MS. LINDA DOUGHERTY AS MEMBER OF SOUTHWEST HOME EQUITY COMMISSION I.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication signed by The Honorable Richard M. Daley, Mayor, appointing Linda Dougherty as a member of the Southwest Home Equity Commission I for the term expiring June 28, 1997, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the said proposed appointment 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 said proposed appointment of Ms. Linda Dougherty as a member of the Southwest Home Equity Commission I was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF MS. KATHLEEN ANDERSON AS MEMBER OF SOUTHWEST HOME EQUITY COMMISSION II.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication signed by The Honorable Richard M. Daley, Mayor, appointing Kathleen Anderson as a member of the Southwest Home Equity Commission II for the term expiring June 28, 1997, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the said proposed appointment 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 said proposed appointment of Ms. Kathleen Anderson as a member of the Southwest Home Equity Commission II was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF MS. AURIE A. PENNICK AND MS. ELIZABETH L. HOLLANDER AS MEMBERS OF LOW INCOME HOUSING TRUST FUND BOARD.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication signed by The Honorable Richard M. Daley, Mayor, appointing the following individuals as members of the Low Income Housing Trust Fund Board:

Term expiring December 31, 1996:

Aurie A. Pennick

Elizabeth L. Hollander,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the said proposed appointments 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 said proposed appointments of Ms. Aurie A. Pennick and Ms. Elizabeth L. Hollander as members of the Low Income Housing Trust Fund Board were *Approved* by yeas and nays as follows:

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

Nays -- None.

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

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED PROPERTY AT 3038 WEST FLOURNOY STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 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 acceptance of a bid at 3038 West Flournoy Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 City of Chicago hereby accepts the bid of Chicago Tag & Label, Inc., an Illinois corporation, 3049 West Harrison Street, Chicago, Illinois 60612, to purchase for the sum of Two Thousand Five Hundred Fifty and no/100 Dollars ($2,550.00), the city-owned vacant property, as advertised, described as follows:

> Lot 33 (except the north 22½ feet thereof) in Block 2 in Frazer's Subdivision of the northeast quarter of the northwest quarter of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3038 West Flournoy Street, Permanent Tax No. 16-13-301-023)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of Two Hundred Fifty-five and no/100 Dollars ($255.00) 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 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, September 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 bid proposals for property at specified locations under the Adjacent Neighbors Land Acquisition Program at the following locations:

3516 West Congress Parkway

940 West Garfield Boulevard

3127 West Lexington Street,

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

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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: Edith and Dave Foard	Real Estate Number: 9401
Address: 3512 West Congress Parkway	Address: 3516 West Congress Parkway
Bid Amount: $300.00	Index Number: 16-14-224-040-0000

Legal Description.

Lot 7 in Subdivision of Outlot "A" in Edwin J. Bowwer, Jr. & Brothers Subdivision of Lot 14 in Bradley & Honore's Subdivision of the west half of the northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian (except 66 feet condemned for opening Congress Parkway) in Cook County, Illinois (commonly known as 3516 West Congress Parkway, Chicago, Illinois).

Bidder: Stanley Williams

Address: 940 West Garfield Boulevard

Bid Amount: $300.00

Real Estate Number: 9600

Address: 938 West Garfield Boulevard

Index Number: 20-08-429-022-0000

Legal Description

The east 22 feet of Lot 9 and the west 23 feet of Lot 10 in James G. Spencer's Subdivision of the west 337.25 feet of the south 8 rods of the west half of the east half of the southeast quarter of Section 8, Township 38 North, Range 14 (except the south 33 feet thereof) and part of Block 4 in Webster's and Perkins Subdivision in said Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 938 West Garfield Boulevard, Chicago, Illinois).

Bidder: Virginia Molette

Address: 3129 West Lexington Street

Bid Amount: $300.00

Real Estate Number: 10017

Address: 3127 West Lexington Street

Index Number: 16-13-308-018-0000

Legal Description

Lot 11 in Block 2 in Snowhook's Douglas Park Addition, being a subdivision of the north 15 acres of the south 60 acres, of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3127 West Lexington Street, 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. That the failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 of this ordinance 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. That the City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to the 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.

AUTHORIZATION FOR SALE OF PROPERTY AT 900 -- 904 SOUTH CARPENTER STREET TO MR. MARIO DI PAOLO.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 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 authorizing the sale of Disposition Parcel LR-71 in the Near West Side Conservation Area at 900-- 904 South Carpenter Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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, hereinafter referred to as the "Commission"; and

WHEREAS, The City Council of the City of Chicago (the "City Council"), approved the Conservation Plan (the "Plan") for the Near West Side Conservation Area (the "Project Area") on October 11, 1961; and

WHEREAS, On June 8, 1993, the Commission recommended the approval of Amendment No. 21 to the Plan to change the density of Disposition Parcel LR-71 (the "Parcel") from medium to low density residential use by Resolution No. 93-CDC-20; and

WHEREAS, On June 8, 1993 the Commission approved a Request for Proposals for the Parcel at 900 -- 904 South Carpenter Street in the Project Area by Resolution No. 93-CDC-22; and

WHEREAS, On June 26, 1995, by Resolution No. 95-CDC-38, the Commission has recommended the sale of the Parcel in the Project Area to Mr. Mario DiPaolo (the "Developer"); and

WHEREAS, The Developer proposes to construct a three-story, detached single-family unit with an extended family unit (the "Project"); and

WHEREAS, The Project is in accordance with the Plan; and

WHEREAS, The City Council has considered said Resolution of the Commission and the proposed sale of the Parcel to the Developer for the Project, as recommended therein, and it is the sense of the City Council that the sale is in the furtherance of the 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 Department of Planning and Development is hereby authorized to sell Disposition Parcel LR-71 in the Near West Side Conservation Area to Mr. Mario DiPaolo pursuant to the following terms:

Developer	Location	Permanent Index Number	Total Square Feet	Total Price
Mario DiPaolo	900 -- 904 South Carpenter Street	17-17-419-011	5,806.7	$72,600.00

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 Parcel, subject to the review and approval of such documents by the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed for the Parcel 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 PROPERTY AT 4367 SOUTH OAKENWALD AVENUE TO MS. MARYE YOUNG.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 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 R-51 in the North Kenwood-Oakland Conservation Area at 4367 South Oakenwald Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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, hereinafter referred to as the "Commission"; and

WHEREAS, The City Council of the City of Chicago (the "City Council"), approved the Conservation Plan for the North Kenwood-Oakland Conservation Area (the "Project Area") in October, 1992; and

WHEREAS, On June 8, 1993 the Commission approved a Request to Enter into Negotiations and Invite Alternative Proposals for Acquisition Parcel 30-18, now known as Disposition Parcel R-51, located at 4367 South Oakenwald Avenue in the North Kenwood-Oakland Conservation Area; and

WHEREAS, Ms. MaryE Young (the "Developer") proposes to redevelop the subject property as a three-unit residence; and

WHEREAS, The Developer has submitted a project budget and evidence of having the financial capabilities to complete the project and staff has reviewed these and found them to be satisfactory; and

WHEREAS, The Commission, by Resolution No. 95-CDC-37 authorized the sale of Disposition Parcel R-51 to Ms. MaryE Young; and

WHEREAS, The City Council has considered the resolution of the Commission and the proposed sale of the subject property as recommended therein, and it is the sense of the City Council that the sale is in furtherance of the North Kenwood-Oakland Conservation Plan 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 Community Development Commission of the subject property in the North Kenwood-Oakland Conservation Area is hereby approved as follows:

Owner	Purchaser	Parcel/ Permanent Index Number	Square Feet	Price
City of Chicago	MaryE Young	4367 South Oakenwald Avenue, 20-02-401-019	8,601.7	$23,834

SECTION 2. The Commissioner of Planning and Development, on behalf of the City of Chicago, is authorized to enter into a redevelopment agreement with the Developer for the subject property which among other things shall provide the following:

1) The Developer shall pay the amount for the subject property currently owned by the City of Chicago as set forth in Section 1 above.

2) Ms. MaryE Young should redevelop the subject property as a three-unit residential building with parking and such development shall be in accordance with the North Kenwood-Oakland Conservation Plan, as amended.

SECTION 3. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed or deeds and a redevelopment agreement as provided herein.

SECTION 4. This ordinance shall be effective upon its passage.

AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS TO QUALIFIED PARTICIPANTS UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred four ordinances by the Department of Housing authorizing the conveyance of property under the Chicago Abandoned Property Program at the following locations:

5800 -- 5802 South Indiana Avenue/119 -- 133 East 58th Street

5407 South Wabash Avenue

1049 West 63rd Street

137 West 104th Place,

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

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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):

5800 -- 5802 South Indiana Avenue/119 -- 133 East 58th 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; 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: 5800 -- 5802 South Indiana Avenue/119 -- 133 East 58th Street.

Participant: Cummings' Consulting and Colleagues.

Purpose: Rehabilitation.

Permanent Index Number: 20-15-121-016.

Legal Description.

Lots 13 and 14 in George A. Springer's Subdivision of the north half of Lot 19 in Newhall, Larned and Woodbridge's Subdivision of the south 120 acres of the northwest quarter (except the south 12 acres of the west half of the southwest quarter of said northwest quarter) of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

5407 South Wabash Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exist within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 5407 South Wabash Avenue.

Participant: Gloridine Allen.

Purpose: Rehabilitation.

Permanent Index Number: 20-10-309-023.

Legal Description.

The north 8 feet of Lot 28 and all of Lot 29 in Block 2 in Kent and Willoughby's Subdivision of part of the southwest quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

1049 West 63rd 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; 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: 1049 West 63rd Street.

Participant: Saint Mary's Missionary Baptist Church.

Purpose: Rehabilitation.

Permanent Index Number: 20-20-202-005.

Legal Description.

Lot 6 in Block 2 in Weddell and Cox's Subdivision of the west half of the northeast quarter of Section 20, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

---

137 West 104th Place.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the real property located at 137 West 104th Place and legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Property was formerly disposed of through the Department of Housing's Urban Homestead Program, but was subsequently reacquired by the City due to the homesteader's default of the mortgage; and

WHEREAS, The Property is improved with a single-family residential structure which is in need of substantial rehabilitation; and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned deteriorated buildings within the City through the acquisition and subsequent conveyance of said properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property was included on the list of C.A.P.P. properties offered to the general public, and a proposal was received from NHS Redevelopment Corporation, an Illinois not-for-profit corporation, to purchase the Property and rehabilitate the structure for resale to an owner/occupant; and

WHEREAS, The Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded for $1.00 to NHS Redevelopment Corporation for the purpose of rehabilitating the structure thereon; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The conveyance of the Property to NHS Redevelopment Corporation for $1.00 is hereby approved. The Commissioner of Housing is authorized to execute on behalf of the City any documents which may be required to implement the conveyance 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 is authorized to attest, a quitclaim deed conveying the Property to NHS Redevelopment Corporation, or to a land trust of which NHS Redevelopment Corporation is the sole beneficiary, or to a business entity of which NHS Redevelopment Corporation is the sole controlling party, subject to the approval of the Corporation Counsel.

SECTION 4. This ordinance shall take effect upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

The east 31½ feet of the west 100 feet of Lot 25 (except the south 8 feet thereof) in Louis H. Stafford's Subdivision of Lot 16 in School Trustees' Subdivision of Section 16, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR TRANSFER OF BOARD OF EDUCATION PROPERTY AT SUNDRY LOCATIONS TO PUBLIC BUILDING COMMISSION OF CHICAGO FOR CONSTRUCTION AND IMPROVEMENT OF SCHOOLS AND RELATED FACILITIES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 11, 1995.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance authorizing the transfer of Board of Education property to the Public Building Commission for additions to be built for four Chicago Public Schools at the following locations:

DeWitt Clinton Elementary School
6110 North Fairfield Avenue

Stephen H. Hayt Elementary School
1518 West Granville Avenue/6216 -- 6226 North Greenview Avenue

Joyce Kilmer Elementary School
6700 North Greenview Avenue

Daley Elementary School
5000 -- 5040 South Wolcott Avenue/1900 -- 1910 West 51st Street,

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

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 the provisions of "an Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1955", as amended (the "Act"), the City Council (the "City Council") of the City of Chicago (the "City") on March 28, 1956, by ordinance, created the Public Building Commission of Chicago (the "Commission") to assist in the funding and construction of public improvements, buildings and facilities; and

WHEREAS, At the request of the Board of Education of the City (the "Board"), the Commission has undertaken the acquisition, construction, improvement, alteration, repair, renovation, rehabilitation and equipping of public schools and other ancillary facilities (the "Project") pursuant to the issuance of building revenue bonds (the "Bonds"); and

WHEREAS, The Commission has heretofore selected, located and designated certain property for acquisition, construction and improvement of elementary schools and ancillary facilities to relieve overcrowding in the Little Village and Rogers Park areas of the City; and

WHEREAS, The Board and the Commission have entered into a net lease, non-cancelable in any event, under the terms of which the Board shall pay such amounts of rent as will be sufficient to amortize all principal and interest on the Bonds issued by the Commission in connection with the Project; and

WHEREAS, The sites so selected and described in Section 1 hereof lie wholly within the territorial limits of the City, are conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and to provide appropriate architectural settings and landscaping; and

WHEREAS, The Commission has requested, pursuant to the requirements of Section 14 of the Act, that the City Council approve the sites as described in Section 1 hereof, so selected, located and designated by the Commission for the Project; now, therefore,

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

SECTION 1. The City Council does hereby approve the following described sites, heretofore designated for the Project by the Commission, for acquisition, construction and improvement of an elementary school and other related facilities:

DeWitt Clinton Elementary School
6110 North Fairfield Avenue
Chicago, Illinois 60659

Stephan H. Hayt Elementary School
1518 West Granville Avenue and
6216 -- 6226 North Greenview Avenue
Chicago, Illinois 60660

Joyce Kilmer Elementary School
6700 North Greenview Avenue
Chicago, Illinois 60626

Daley Elementary School
5000 -- 5040 South Wolcott Avenue and
1900 -- 1910 West 51st Street
Chicago, Illinois 60609

SECTION 2. The Mayor or his proxy is hereby authorized to execute, and the City Clerk to attest, a quitclaim deed providing for the conveyance of the DeWitt Clinton, Stephan H. Hayt and Joyce Kilmer Elementary Schools to the Commission and to deliver such documents and perform such other acts as may be necessary or desirable to effectuate the Project.

SECTION 3. This ordinance shall be in full force and effect immediately upon its passage and approval.

AUTHORIZATION FOR PURCHASE OF PROPERTY AT 8530 SOUTH KEDZIE AVENUE FOR USE BY DEPARTMENT OF GENERAL SERVICES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 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 purchase of 8530 South Kedzie Avenue for the 18th Ward Library Branch, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 April 15, 1995, in the Council Journal of Proceedings, pages 67390 -- 67392, the City Council of the City of Chicago determined that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of General Services the property located at 8530 South Kedzie Avenue, legally described on Exhibit A attached hereto, and designated as Parcel No. 19-35-421-049-0000 ("Parcel"); and

WHEREAS, The Commissioner of the Department of General Services or its duly authorized designee was authorized by the above ordinance to negotiate for the acquisition of the above property; and

WHEREAS, An agreement has been reached with Worth Bank & Trust Company, Trustee, under Trust Agreement 4856, the owner of the Parcel, regarding the sale of the property to the City for the sum of Nineteen Thousand One Hundred and no/100 Dollars ($19,100.00); and

WHEREAS, Upon payment of the purchase price the owner has agreed to convey to the City fee simple absolute title to the Parcel; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner of the Parcel the sum of Nineteen Thousand One Hundred and no/100 Dollars ($19,100.00). Payment for the Parcel is to be made from Account No. 496-38-2005-5099-0621-50055161-12264 and made payable to Chicago Title & Trust Company.

SECTION 2. The City of Chicago is authorized to accept a deed of conveyance from the owner of the Parcel, subject to the approval of the Corporation Counsel as to form and legality.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

The land referred to in this ordinance is described as follows:

Lot 8 in Westport Commons, being a subdivision of that part of the south half of the southeast quarter of Section 35, Township 38 North, Range 13, East of the Third Principal Meridian, lying east of a line 1,204.31 feet west of and parallel with the east line of said southeast quarter (except the north 33 feet thereof and except those portions taken for highway purpose in South Kedzie Avenue and West 87th Street) all in Cook County, Illinois, in accordance with that certain plat of subdivision recorded March 3, 1992 as Document Number 92131633 in the Office of the Recorder of Deeds of Cook County, Illinois (commonly known as the southwest corner of West 85th Place and South Kedzie Avenue, Chicago, Illinois, also known as 8530 South Kedzie Avenue, Chicago, Illinois).

CONVEYANCE OF PROPERTY AT 8734 -- 8746 SOUTH ANTHONY AVENUE IN EXCHANGE FOR PROPERTY AT 8801 -- 8809 SOUTH OGLESBY AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 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 the swap of property at 8734 -- 8746 South Anthony Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 December 5, 1990, the City Council of the City of Chicago accepted the bid of Mr. Keith A. Beecher and Mrs. Audrey L. Beecher ("Grantees") for the excess property commonly known as 8801 -- 8809 South Oglesby Avenue and legally described on Exhibit A ("Oglesby Property"); and

WHEREAS, On February 15, 1991, the City of Chicago conveyed the Oglesby Property to the Grantees; and

WHEREAS, The Grantees have informed the Department of General Services that they mistakenly bid on the Oglesby Property rather than the adjacent property commonly known as 8734 -- 8746 South Anthony Avenue and legally described on Exhibit B ("Anthony Property") and would like the City to convey the Anthony Property to them in exchange for the Oglesby Property; now, therefore,

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

SECTION 1. The Commissioner of General Services is authorized to accept on behalf of the City of Chicago a warranty deed from the Grantees for the Oglesby Property, subject to the approval of the Corporation Counsel as to the status of title.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim conveying the Anthony Property to the Grantees.

SECTION 3. This ordinance shall become effective immediately upon its passage.

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

Exhibit "A".

That part of Lots 21, 22, 23, lying southwesterly of a straight line drawn from the northwest corner of Lot 21 to a point in the east line of Lot 25, said point being 20.0 feet north of the southeast corner of said Lot 25 in the subdivision of the west half of the southeast quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Exhibit "B".

That part of Lots fronting on South Anthony Avenue and legally described as the southwest portion of Lots 2, 3, 4, 5, 6 and 7 in Block 3 in 87th Street and Anthony Subdivision of the north quarter of the northeast quarter of the northeast quarter of Section 1, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH CITY LIGHTS, LTD. FOR PROPERTY AT 1818 -- 1834 SOUTH FEDERAL STREET AND/OR 1823 -- 1835 SOUTH CLARK STREET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 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 1818 -- 1834 South Federal Street and/or 1823 -- 1835 South Clark Street (Lease No. 20105), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 between the City of Chicago, as Landlord, and City Lights, Ltd., as Tenant, for approximately twenty thousand one hundred forty-five (20,145) square feet of vacant land located at 1818 -- 1834 South Federal Street and/or 1823 -- 1835 South Clark Street to be used as a storage facility, such lease to be approved by the Commissioner of General Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement 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 entered into this ____ day of __________, 1995, by and between the City of Chicago, a municipal corporation (herein referred to as "Landlord") and City Lights, Ltd. (herein referred to as "Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 1818 -- 1834 South Federal Street and/or 1823 -- 1835 South Clark Street, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord the vacant land, which consists of approximately twenty thousand one hundred forty-five (20,145) square feet located at 1818 -- 1834 South Federal Street and/or 1823 -- 1835 South Clark Street to be used by Tenant as a storage facility;

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 twenty thousand one hundred forty-five (20,145) square feet of vacant land located on that certain parcel of real estate more commonly know as 1818 -- 1834 South Federal Street and/or 1823 -- 1835 South Clark Street, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on July 1, 1995 or date of occupation whichever is later ("Commencement Date"), and shall end on June 30, 1999, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) One Thousand Four Hundred Fifteen and no/100 Dollars ($1,415.00) per month for the period beginning on the first (1st) day of July, 1995 or date of occupation, with said monthly rental being prorated on a per diem basis if the initial term does not commence on the first (1st) day of a month, and ending on the thirtieth (30th) day of June, 1997;

(b) One Thousand Four Hundred Seventy and no/100 Dollars ($1,470.00) per month for the period beginning on the first (1st) day of July, 1997 and ending on the thirtieth (30th) day of June, 1999.

Rent shall be paid to Landlord, at the Department of Revenue, Warrants for Collection, DePaul Center, Suite LL30, 333 South State Street, Chicago, Illinois, 60604-3977 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, except for those charges which this lease specifies that Tenant shall pay. Tenant shall pay any Leasehold taxes.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, water, power and telephone or other communication services, 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 Tenant's Duty To Maintain Premises And Right Of Access.

Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). 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 Tenant's Duty To Provide Liability Insurance.

During the term, Tenant shall, at Tenant'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 Landlord 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 Dollars ($1,000,000) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Tenant as named insured and the Landlord 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 Landlord and Tenant.

6.4 Landlord's Indemnification.

Tenant 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 Landlord by reason of Tenant's negligent performance of or failure to perform any of its obligations under this lease provided that Landlord has provided Tenant with proper and timely written notice. Tenant not having actual knowledge of any defective conditions shall be an absolute defense in any action against Tenant for breach of any covenant based upon duties of the Tenant to maintain Premises.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by a 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 Tenant's Duty To Comply With Governmental Ethics Ordinance.

Tenant 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 the Landlord.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning July 1, 1999.

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 Tenant to Landlord 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 Landlord as follows:

Asset Manager
Department of General Services
Bureau of Assets Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant 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 Tenant as follows:

City Lights, Ltd.
c/o Juan Candelaria
5261 West Harrison Street
Chicago, Illinois 60644

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, 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 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.

Landlord shall have the right to terminate this lease by providing Tenant with ninety (90) days prior written notice after 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 Tenant.

Tenant under this lease shall:

11.1

Clean property of debris.

11.2

Not change any oil or repair any vehicles on the leased Premises.

11.3

Reserve the right to install an appropriate sign on the front of property provided that it complies with federal, state and municipal laws, provided that Tenant has obtained prior written consent of Landlord.

11.4

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.

11.5

Allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

11.6

Repair fence where necessary.

11.7

Agree that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

11.8

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.

11.9

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.

Section 12.

Additional Clauses.

12.1

Tenant agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the Premises.

12.2

For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The City of Chicago must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease.

12.3

All improvements excluding trade fixtures that Tenant constructs or installs in demised Premises at Landlord's option become the property of the Landlord at the termination of this lease.

12.4

Trade Fixtures: Upon the termination of this lease by lapse of time, Tenant may remove Tenant's personal property and equipment, provided that Tenant shall repair any injury or damage to the leased Premises which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind from the leased Premises prior to the end of the Term, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Landlord on demand, or Landlord may treat such property as being conveyed to Landlord with this lease as a bill of sale, without further payment or credit by Landlord to Tenant.

12.5

Tenant shall provide its own scavenger service if necessary.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: The City of Chicago, a municipal corporation

The Department of General Services

By: ______________________
Commissioner

Approved As To Form And Legality:

By: Department of Law

By: ______________________
Assistant Corporation Counsel

Tenant:

By: City Lights, Ltd.

By: ______________________
Juan Candelaria, President

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 5941 -- 5951 SOUTH DAMEN AVENUE FOR DEPARTMENT OF STREETS AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 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 execution of a lease at 5941 -- 5951 South Damen Avenue for the Department of Streets and Sanitation (Lease No. 13011), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 Eugene G. Callahan and Kathleen M. Callahan, his wife, as joint tenants with right of survivorship, as Landlord, for approximately eight thousand six hundred forty (8,640) square feet for the entire one-story, garage type building, and approximately eight thousand nine hundred sixty-five (8,965) square feet for an asphalt parking lot south of and adjoining the building, for total of seventeen thousand six hundred five (17,605) square feet located at 5941 -- 5951 South Damen Avenue, for use by the Department of Streets and Sanitation, as Tenant; such lease to be approved by the Commissioner of the Department of Street and Sanitation 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 Eugene G. Callahan And Kathleen M. Callahan, his wife, as joint tenants with right of survivorship (herein 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 5941 -- 5951 South Damen Avenue, Chicago, Cook County, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately eight thousand six hundred forty (8,640) square feet for the entire one-story, garage-type building and approximately eight thousand nine hundred sixty-five (8,965) square feet for an asphalt paved lot south of and adjoining the building, for a total of seventeen thousand six hundred five (17,605) square feet located at 5941 -- 5951 South Damen Avenue to be used by the Department of Streets and Sanitation;

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 eight thousand six hundred forty (8,640) square feet for the entire one-story, garage-type building and approximately eight thousand nine hundred sixty-five (8,965) square feet for an asphalt paved lot south of and adjoining the building, for a total of seventeen thousand six hundred five (17,605) square feet located at 5941 -- 5951 South Damen Avenue, Chicago, Illinois (the "Premises").

Section 2.

Term.

The term of this lease ("Term") shall commence on June 1, 1995, ("Commencement Date"), and shall end on May 31, 2000, unless sooner terminated as set forth in this Lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay base rent for the Premises in the amount of:

(a) One Thousand Five Hundred Eighty-four and no/100 Dollars ($1,584.00) per month for the period beginning on the first (1st) day of June, 1995 and ending on the thirty-first (31st) day of May, 1997;

(b) One Thousand Seven Hundred Eighty-four and no/100 Dollars ($1,784.00) per month for the period beginning on the first (1st) day of June, 1997 and ending on the thirty-first (31st) day of May, 2000;

Rent shall be paid to Landlord, Eugene G. Callahan, 1200 Jorie Boulevard, Suite 329, Oak Brook, Illinois, 60521 or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments and other levies assessed against the Premises, except for those charges which this lease specifies that Tenant shall pay.

3.3 Utilities.

Tenant shall pay when due all charges for water, gas, electricity, light, heat, and telephone or other communication services, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

(b) Contain no environmentally hazardous materials.

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Unless otherwise provided in this lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof sent by Tenant, unless such repair cannot be remedied by ten (10) days, and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease, or immediately terminate this lease by providing the Landlord with written notice sent by certified or registered mail to the address cited herein. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the 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 Dollars ($1,000,000) (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 June 1, 2000 and the rent shall be at the same rate as set forth in Section 3.1(b) 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:

Eugene G. Callahan
Suite 329
1200 Jorie Boulevard
Oakbrook, Illinois 60521

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 ninety (90) days prior written notice after twelve (12) months from the execution of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Repair roof leaks for the Premises.

11.2

Provide hot and domestic water for the Premises.

11.3

Maintain plumbing in good operable condition.

11.4

Maintain two (2) fire extinguishers on the Premises at all times. Landlord will not be responsible for vandalized or stolen fire extinguishers.

11.5

Provide, at Landlord's expense, any and all janitorial service for maintenance of the exterior and interior of building, including all structural, mechanical and electrical components. Janitorial service as used herein shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

11.6

Provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.7

Provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during term of lease which is not caused by negligence of Landlord.

12.2

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the building provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.6

Pay for monthly alarm service, if necessary.

12.7

Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants, is illegal, or increases the rate of insurance on the Premises.

12.8

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable law.

Section 13.

Additional Clauses.

13.1

Tenant shall provide and pay for watchman service.

13.2

Tenant shall maintain garage door opener and garage doors.

13.3

Tenant acknowledges that it is responsible for the placement of the underground fuel storage tanks on the property. During, but not later than termination date of this lease, Tenant shall remove and dispose of all below or above ground fuel storage tanks in accordance with then current federal, state, and local Environmental Protection Agency regulations.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord:

By: ______________________________
Eugene G. Callahan

By: ______________________________
Kathleen Callahan

Tenant:

City of Chicago, an Illinois
municipal corporation

By: Department of General
Services

By: ______________________________
Commissioner

Approved: The Department of
Streets and Sanitation

By: ______________________________
Eileen Carey,
Commissioner

Approved As To Form And Legality:

By: The Department of Law

By: ______________________________
Assistant Corporation Counsel

COMMITTEE ON HUMAN RELATIONS.

APPOINTMENT OF MS. VERONICA BEDU-ADDO AS MEMBER OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON AFRICAN AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, September 5, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had the same under consideration a communication from the Honorable Richard M. Daley, Mayor, appointing Veronica Bedu-Addo to the Commission on Human Relations Advisory Council on African Affairs, for the term expiring July 1, 1996 (referred to the Committee July 13, 1995).

The committee begs leave to recommend that Your Honorable Body *Approve* the said appointment to the Advisory Council on African Affairs.

This recommendation was concurred in by a 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 appointment of Ms. Veronica Bedu-Addo as a member of the Commission of Human Relations Advisory Council on African Affairs was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF MR. JAMES C. DARBY AS MEMBER OF COMMISSION ON HUMAN RELATIONS ADVISORY COUNCIL ON VETERANS' AFFAIRS.

The Committee on Human Relations submitted the following report:

CHICAGO, September 5, 1995.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication signed by the Honorable Richard M. Daley, Mayor, appointing James C. Darby to the Commission on Human Relations Advisory Council on Veterans' Affairs, for the term expiring July 1, 1998 (referred to the committee on July 13, 1995).

The committee begs lease to recommend that Your Honorable Body Approve the said appointment to the Advisory Council on Veterans' Affairs.

This recommendation was concurred in unanimously by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. James C. Darby as a member of the Commission on Human Relations Advisory Council on Veterans' Affairs was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 17 and June 14, 1995) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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
11	West 26th Street (north side) from a point 90 feet east of South Normal Avenue, to a point 25 feet east thereof -- 8:00 A.M. to 12:00 Noon -- Monday through Saturday (95-0778);
15	South Talman Avenue (west side) from a point 60 feet north of West 63rd Street, to a point 25 feet north thereof -- handicapped loading zone -- at all times;

Ward	Location
25	West 17th Street (north side) from a point 220 feet west of South Wood Street, to a point 23 feet west thereof -- handicapped loading zone/tow-away zone (95-0684);
27	West Madison Street (north side) from a point 100 feet west of North Carpenter Street, to a point 33 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (95-0823);
27	South Racine Avenue (west side) from a point 142 feet south of West Madison Street, to a point 43 feet south thereof -- 8:00 A.M. to 7:00 P.M. -- Monday through Friday (95-0820);
27	West Superior Street (north side) from a point 20 feet west of North Green Street, to a point 25 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (95-0822);
27	North Clinton Street (west side) from a point 162 feet south of West Randolph Street, to a point 30 feet south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (95-0819);
27	South Peoria Street (east side) from a point 50 feet south of West Van Buren Street, to a point 68 feet south thereof -- 5:00 A.M. to 10:00 P.M. -- Monday through Saturday (95-0817);

Ward	Location
30	North Elston Avenue (west side) from a point 246 feet west of North Harding Avenue, to a point 25 feet west thereof -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday (95-0700);
32	West Altgeld Street (north side) from a point 30 feet east of North Southport Avenue, to a point 45 feet east thereof -- 8:00 A.M. to 1:00 P.M. -- Monday through Saturday (95-0843);
32	West Chicago Avenue (north side) from a point 20 feet west of North Winchester Avenue, to a point 35 feet west thereof -- 7:00 A.M. to 10:00 P.M. (95-0841);
32	North Western Avenue (east side) from a point 97 feet north of West Armitage Avenue, to a point 35 feet north thereof -- 7:00 A.M. to 4:00 P.M. -- Monday through Saturday (95-0909);
32	West McLean Avenue (north side) from a point 20 feet west of North Damen Avenue, to a point 25 feet west thereof -- 7:00 A.M. to 8:00 P.M. -- Monday through Saturday (95-0834);
35	West Armitage Avenue (north side) from a point 135 feet east of North Kedzie Avenue, to a point 55 feet east thereof -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday (95-0851);
38	West Irving Park Road (north side) from a point 85 feet east of North Parkside Avenue, to a point 25 feet east thereof -- 9:00 A.M. to 6:00 P.M. (95-0866);

Ward	Location
38	North Kildare Avenue (east side) from a point 20 feet north of West Irving Park Road, to a point 25 feet north thereof -- 8:00 A.M. to 6:00 P.M. (95-0725);
39	North Hamlin Avenue (west side) from a point 30 feet north of West Granville Avenue, to a point 55 feet north thereof -- handicapped loading zone (95-0855);
42	West Superior Street (north side) from a point 40 feet east of North Dearborn Street, to a point 40 feet east thereof -- loading zone/tow-away zone -- 10:00 A.M. to 10:00 P.M. (95-0731);
42	North Rush Street (west side) from a point 20 feet north of East Chicago Avenue, to a point 83 feet north thereof -- loading zone/tow-away zone;
42	North St. Clair Street (west side) from a point 30 feet north of East Ontario Street, to a point 70 feet north thereof -- loading zone/tow-away zone (95-0876);
42	North Wells Street (east side) from a point 75 feet south of West Chicago Avenue, to a point 100 feet south thereof -- loading zone/tow-away zone -- 8:00 A.M. to 12:00 Midnight (95-0890);
42	East Lake Street (south side) from a point 182 feet east of North Wabash Avenue, to a point 25 feet east thereof -- 10:00 A.M. to 12:00 Midnight -- loading zone/tow-away zone (95-0908);

Ward	Location
42	West Division Street (north side) from a point 80 feet east of North Dearborn Street, to a point 50 feet east thereof (95-0883);
42	West Division Street (north side) from a point 20 feet west of North State Street, to a point 65 feet west thereof (95-0883);
42	West Division Street (south side) from a point 20 feet east of North Dearborn Street, to a point 65 point east thereof (95-0883);
42	West Division Street (south side) from a point 70 feet west of North State Street, to a point 85 feet west thereof -- loading zone/tow-away zone (95-0883);
43	North Lincoln Avenue (west side) from a point 250 feet north of West Fullerton Parkway, to a point 25 feet north thereof -- loading zone/tow-away zone -- 9:00 A.M. to 12:00 Midnight (95-0893);
43	North Halsted Street (west side) from a point 70 feet south of West Wrightwood Avenue, to a point 25 feet south thereof -- loading zone/tow-away zone -- Friday -- 7:30 P.M. to 3:00 A.M. and Saturday -- 7:30 P.M. to 4:00 A.M. (95-0894);
44	North Southport Avenue (east side) from a point 80 feet south of West Grace Street, to a point 105 feet south thereof -- Monday through Friday -- 4:00 P.M. to 2:00 A.M. and Saturday and Sunday -- 10:00 A.M. to 2:00 A.M. -- loading zone/tow-away zone (95-0896);

Ward	Location
44	North Halsted Street (west side) from a point 85 feet north of West Diversey Parkway, to a point 25 feet north thereof -- 5:00 P.M. to 12:00 Midnight -- loading zone/tow-away zone (95-0897).

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

Amendment Of Loading Zone.

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

SECTION 1. Amend ordinance passed September 15, 1993 (Council Journal of Proceedings, page 37854) which reads:

> "West Leland Avenue (north side) from a point 20 feet east of North Winthrop Avenue, to a point 75 feet east thereof -- loading zone -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday"

by striking:

> "loading zone -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday"

and inserting:

> "fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday" (46th Ward) (95-0742).

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

RESTRICTION AND AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 17 and June 14, 1995) proposed ordinances to establish and amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances 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 ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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):

Restriction Of Vehicular Traffic Movement To Single Direction.

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward	Location
7	South Hoxie Avenue, between East 96th Street and East 97th Street -- southerly (95-0647);
10	South Carondolet Avenue, from East 130th Street to South Brainard Avenue -- southerly (95-0773);
10	South Avenue M, from East 95th Street to East 98th Street -- southerly;
32	North Dominick Street, from West Dickens Avenue to West Shakespeare Avenue -- northerly (95-0837);
42	First north/south alley east of South Racine Avenue, between West Polk Street and West Vernon Park Place -- northerly (95-0889).

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

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Amend ordinance passed March 21, 1977 (Council Journal of Proceedings, page 5083) which reads:

> "West Altgeld Street, from North Sacramento Avenue to North Rockwell Street -- easterly"

by striking:

> "from North California Avenue to North Fairfield Avenue"

and inserting:

> "from North California Avenue to North Fairfield -- westerly" (26th Ward) (95-0816).

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

ESTABLISHMENT OF PARKING METER AREAS AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred on July 13, 1995, proposed ordinances to establish parking meters on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

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

Nays -- None.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish parking meter areas, as follows:

Ward	Location
27	West Lake Street (both sides) between North Jefferson Street and North Union Avenue -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday (twenty-five cents for each fifteen minute period, two hours limit);
42	South Desplaines Street and South Jefferson Street (both sides) between West Harrison Street and West Roosevelt Road -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- unless otherwise posted (twenty-five cents for each thirty minute period, ten hour limit).

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, September 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, May 2, 17 and June 14, 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 vote.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 way as indicated:

Ward	Location
22	South Kenneth Avenue (west side) from West Cermak Road to West Ogden Avenue -- no stopping/no standing/no parking of trucks (95-0808).

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
1	At 1753 West Superior Street -- Handicapped Parking Permit 11476;
1	At 2210 West Huron Street -- Handicapped Parking Permit 11389;

Ward	Location
1	At 1636 West Huron Street -- Handicapped Parking Permit 11388;
2	At 1375 West Washburne Avenue -- Handicapped Parking Permit 11478;
3	At 939 West 54th Place -- Handicapped Parking Permit 11479;
6	At 8020 South Prairie Avenue -- Handicapped Parking Permit 11480;
6	At 554 East 89th Street -- Handicapped Parking Permit 11487;
6	At 7126 South St. Lawrence Avenue -- Handicapped Parking Permit 11486;
6	At 8245 South Evans Avenue-- Handicapped Parking Permit 11120;
7	At 2238 East 100th Street -- Handicapped Parking Permit 11490;
8	At 7937 South Ridgeland Avenue -- Handicapped Parking Permit 11334;
8	At 7518 South Constance Avenue -- Handicapped Parking Permit 11400;
8	At 8859 South Kenwood Avenue -- Handicapped Parking Permit 11495;

Ward	Location
8	At 8137 South Woodlawn Avenue -- Handicapped Parking Permit 11496;
10	At 8951 South Exchange Avenue -- Handicapped Parking Permit 11404;
10	At 13015 South Brandon Avenue -- Handicapped Parking Permit 11497;
10	At 10648 South Avenue L -- Handicapped Parking Permit 11151;
10	At 10825 South Avenue H -- Handicapped Parking Permit 11150;
10	At 10340 South Avenue F -- Handicapped Parking Permit 11155;
11	At 3517 South Honore Street -- Handicapped Parking Permit 11159;
11	At 1629 West 32nd Place -- Handicapped Parking Permit 11500;
11	At 1228 West 32nd Street (to be placed at 1232) -- Handicapped Parking Permit 11161;
11	At 3208 South Throop Street -- Handicapped Parking Permit 10906;
11	At 2429 West 46th Street -- Handicapped Parking Permit 10910;

Ward	Location
11	At 4511 South Fairfield Avenue -- Handicapped Parking Permit 10911;
11	At 441 West 44th Street -- Handicapped Parking Permit 10912;
11	At 3833 South Wolcott Avenue -- Handicapped Parking Permit 11501;
11	At 1642 West 33rd Street -- Handicapped Parking Permit 11502;
11	At 3405 South Parnell Avenue -- Handicapped Parking Permit 11503;
12	At 4327 South Mozart Street -- Handicapped Parking Permit 11505;
12	At 2651 West 22nd Place -- Handicapped Parking Permit 10507;
12	At 4211 South Mozart Street -- Handicapped Parking Permit 11508;
13	At 3621 West 65th Street -- Handicapped Parking Permit 11174;
13	At 3509 West 75th Street -- Handicapped Parking Permit 11349;
14	At 6648 South Sacramento Avenue -- Handicapped Parking Permit 10924;

Ward	Location
14	At 3353 West 65th Street -- Handicapped Parking Permit 11512;
14	At 4937 South Artesian Avenue -- Handicapped Parking Permit 11514;
14	At 4348 South Homan Avenue -- Handicapped Parking Permit 11515;
14	At 4322 South Sawyer Avenue -- Handicapped Parking Permit 11516;
15	At 6446 South Marshfield Avenue -- Handicapped Parking Permit 11520;
15	At 6803 South Hermitage Avenue -- Handicapped Parking Permit 11522;
15	At 7149 South Winchester Avenue -- Handicapped Parking Permit 11523;
15	At 6325 South Honore Street -- Handicapped Parking Permit 11524;
15	At 5949 South Wood Street -- Handicapped Parking Permit 11525;
15	At 6621 South Claremont Avenue -- Handicapped Parking Permit 11526;
16	At 6224 South Morgan Street -- Handicapped Parking Permit 11529;

Ward	Location
17	At 1435 West 73rd Place -- Handicapped Parking Permit 11207;
17	At 7742 South Aberdeen Street -- Handicapped Parking Permit 11530;
17	At 1229 West 72nd Place -- Handicapped Parking Permit 11532;
17	At 7120 South Peoria Street -- Handicapped Parking Permit 11416;
17	At 6636 South Bishop Street -- Handicapped Parking Permit 10936;
17	At 7232 South Aberdeen Street -- Handicapped Parking Permit 11531;
18	At 8047 South Laflin Street -- Handicapped Parking Permit 11533;
19	At 11117 South Sawyer Avenue -- Handicapped Parking Permit 11534;
20	At 6128 South Dorchester Avenue -- Handicapped Parking Permit 11535;
20	At 6534 South Dorchester Avenue -- Handicapped Parking Permit 11536;
20	At 6829 South Prairie Avenue -- Handicapped Parking Permit 11537;

Ward	Location
21	At 8525 South Wallace Street -- Handicapped Parking Permit 11220;
22	At 2829 South Lawndale Avenue -- Handicapped Parking Permit 11539;
23	At 4508 South Laporte Avenue -- Handicapped Parking Permit 11551;
23	At 5115 South Kilpatrick Avenue -- Handicapped Parking Permit 11550;
23	At 5141 South Monitor Avenue -- Handicapped Parking Permit 11540;
23	At 5138 South Kilbourn Avenue -- Handicapped Parking Permit 11547;
24	At 3849 West Grenshaw Street -- Handicapped Parking Permit 11553;
24	At 3452 West Lexington Street -- Handicapped Parking Permit 11552;
25	At 2317 South Seeley Avenue -- Handicapped Parking Permit 11175;
26	At 3536 West Evergreen Street -- Handicapped Parking Permit 11557;
29	At 5122 West Van Buren Street -- Handicapped Parking Permit 11562;

Ward	Location
29	At 5735 West Huron Street -- Handicapped Parking Permit 11563;
30	At 4131 West Wellington Avenue -- Handicapped Parking Permit 11566;
30	At 2633 North Mason Avenue -- Handicapped Parking Permit 11568;
30	At 4957 West Wellington Avenue -- Handicapped Parking Permit 11572;
31	At 2240 North Tripp Avenue -- Handicapped Parking Permit 11573;
33	At 3634 North Kedzie Avenue -- Handicapped Parking Permit 11580;
34	At 11537 South Harvard Avenue -- Handicapped Parking Permit 11366;
34	At 703 West 116th Place -- Handicapped Parking Permit 11581;
34	At 11617 South Laflin Street -- Handicapped Parking Permit 11582;
34	At 10341 South Union Avenue -- Handicapped Parking Permit 11583;
36	At 2924 North Nordica Avenue -- Handicapped Parking Permit 11587;

Ward	Location
36	At 2750 North Neva Avenue -- Handicapped Parking Permit 11588;
36	At 3226 North Pittsburgh Avenue -- Handicapped Parking Permit 11589;
37	At 4858 West St. Paul Avenue -- Handicapped Parking Permit 11590;
37	At 4343 West Crystal Street -- Handicapped Parking Permit 11591;
37	At 1103 North Kostner Avenue -- Handicapped Parking Permit 11368;
38	At 4050 North Kenneth Avenue -- Handicapped Parking Permit 11594;
42	At 905 South Aberdeen Street -- Handicapped Parking Permit 11605;
45	At 4843 North McVicker Avenue -- Handicapped Parking Permit 11466;
50	At West Jarvis Avenue (south side) from a point 40 feet west of North California Avenue.

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 September 15, 1993 (Council Journal of Proceedings, page 37863) which reads:

"South Talman Avenue (west side) from a point 60 feet north of West 63rd Street, to a point 70 feet north thereof"

by striking the above (15th Ward) (95-0788).

SECTION 2. Amend ordinance passed May 10, 1951 (Council Journal of Proceedings, page 179) which reads:

"North Honore Street (east side) from North Wicker Park Avenue to North Milwaukee Avenue -- no parking anytime"

by striking:

"no parking anytime"

and inserting:

"tow-away zone" (32nd Ward) (95-0832).

SECTION 2. 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:

"3148 South Racine Avenue -- Handicapped Parking Permit 10905" (11th Ward).

SECTION 2. Amend ordinance by striking:

"2433 West 46th Street -- Handicapped Parking Permit 4583" (11th Ward).

SECTION 3. Amend ordinance by striking:

"3347 South Emerald Avenue -- Handicapped Parking Permit 9679" (11th Ward).

SECTION 4. Amend ordinance by striking:

"11218 South State Street -- handicapped permit parking" (34th Ward).

SECTION 5. 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
31	West Palmer Street (south side) from North Pulaski Road to the first alley west thereof -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday (95-0704);

Ward	Location
32	North Lakewood Avenue (west side) from a point 20 feet south of West Wolfram Street, to a point 40 feet south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-0838).

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

Amendment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Repeal ordinance passed April 27, 1960 (Council Journal of Proceedings, page 2510) which reads:

"West North Avenue (south side) from a point 200 feet east to a point 200 feet west of North Kostner Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday" (31st Ward) (95-0559).

SECTION 2. Repeal ordinance passed April 27, 1960 (Council Journal of Proceedings, page 2510) which reads:

"West North Avenue (south side) from a point 200 east to a point 200 feet west of North Keeler Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday" (31st Ward) (95-0560).

SECTION 3. Amend ordinance passed April 27, 1960 (Council Journal of Proceedings, page 2508) which reads:

"West Grand Avenue (both sides) from North Spaulding Avenue to North Leclaire Avenue"

by striking:

"North Leclaire Avenue"

and inserting:

"North Cicero Avenue (south side) 7:00 A.M. to 9:00 A.M. -- Monday through Friday and (north side) 4:00 P.M. to 6:00 P.M. -- Monday through Friday";

and repeal ordinance passed December 18, 1963 (Council Journal of Proceedings, page 2030) which reads:

"West Grand Avenue (south side) from North Leclaire Avenue to North Latrobe Avenue -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday"

by striking the above and also repeal ordinance passed September 10, 1954 (Council Journal of Proceedings, page 8197) which reads:

"West Grand Avenue (south side) from North Leclaire Avenue to North Laramie Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday"

by striking the above (37th Ward) (95-0750).

SECTION 4. Repeal ordinance passed January 26, 1955 (Council Journal of Proceedings, page 9513) which reads:

"West Grand Avenue (north side) from North Leclaire Avenue to North Laramie Avenue -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday"

by striking the above and also repeal ordinance passed December 18, 1963 (Council Journal of Proceedings, page 2030) which reads:

"West Grand Avenue (north side) from North Leclaire Avenue to North Latrobe Avenue -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday"

by striking the above (37th Ward) (95-0751).

SECTION 5. Amend ordinance passed February 28, 1975 (Council Journal of Proceedings, page 10272) which reads:

"West Peterson Avenue (south side) from North Ridge Avenue to North Damen Avenue, and North Western Avenue to North Lincoln Avenue"

by striking:

"North Damen Avenue to North Ravenswood Avenue -- parking prohibited during specified hours -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday" (40th Ward) (95-0629).

SECTION 6. 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
2	West Campbell Park Drive (both sides) from South Oakley Avenue to South Leavitt Street -- two hours -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (95-0761);
14	West 42nd Street (north side) from a point 30 feet east of South Pulaski Road, to a point 75 feet east thereof -- two hours -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (95-0787);
18	South Kedzie Avenue (west side) for a point 410 feet south of West 80th Street, to a point 50 feet south thereof -- 30 minutes -- 11:00 A.M. to 9:00 P.M. -- Monday through Saturday (95-0534).

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

Amendment Of Parking Limitations During Specific Hours.

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

SECTION 1. Repeal ordinance passed July 12, 1974 (Council Journal of Proceedings, page 8590) which reads:

> "West Oakdale Avenue (north side) from North Honor Street to North Damen Avenue -- two hours -- 8:00 A.M. to 6:00 P.M. -- except Saturdays, Sundays and holidays"

by striking the above (32nd Ward) (95-0835).

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
11	West 34th Place, from South Halsted Street to South Lituanica Avenue -- at all times (extension to Zone 355);
13	South Kenneth Avenue, from West 58th Street to West 59th Street (Zone 345);
19	South Oakley Avenue (west side) from West 116th Place to West 118th Street -- 10:00 A.M. to 8:00 P.M. -- daily (Zone 170);

Ward	Location
19	South Bell Avenue (east side) from 11643 South Bell Avenue to 11765 South Bell Avenue -- 10:00 A.M. to 8:00 P.M. -- daily (Zone 170);
21	South May Street (west side) from West 81st Street to West 82nd Street (Zone 77);
23	West 63rd Place (north side) from South Narragansett Avenue to South Natchez Avenue (Zone 351);
23	West 53rd Street (north side) from South Keeler Avenue to the first alley west thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday (for residents of 5256 South Keeler Avenue) (Zone 70);
23	West 53rd Street (south side) from South Keeler Avenue to the first alley west thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday (for residents of 5300 South Keeler Avenue) (Zone 70);
27	West Schiller Street (south side) between North LaSalle Street and North Wells Street (Zone 261);
29	In the 700 block of North Mayfield Avenue (both sides) from West Huron Street to West Chicago Avenue -- Sunday through Saturday (extension to Zone 19);
30	In the 5100 block of West Wolfram Street (Zone 240);
30	North Kilbourn Avenue (east side) from West Belmont Avenue to West School Street -- at all times (Zone 55);

Ward	Location
30	North Leclaire Avenue, from the first alley north of West Diversey Avenue to West George Street (Zone 240);
33	North Richmond Street (both sides) from West Belmont Avenue to West School Street -- at all times (Zone 97);
37	West Walton Street (both sides) from North Lamon Avenue to North Lavergne Avenue -- at all times (Zone 51);
37	West Crystal Street (both sides) from North Leclaire Avenue to North Laramie Avenue -- 6:00 A.M. to 9:00 P.M. -- Sunday through Saturday (Zone 51);
37	West Walton Street (both sides) from North Cicero Avenue to North Lamon Avenue -- at all times (Zone 51);
37	North Long Avenue (east side) from West Ferdinand Street to West Kinzie Street -- 6:00 A.M. to 9:00 P.M. -- Saturday and Sunday only (Zone 19);
37	North Lavergne Avenue, from West Augusta Boulevard to West Thomas Street -- 6:00 A.M. to 9:00 P.M. -- Sunday through Saturday (Zone 19);
42	East 15th Place (both sides) from South Indiana Avenue to South Prairie Avenue -- at all times (Zone 394);

Ward	Location
42	South Prairie Avenue (both sides) from East 14th Place to East 15th Place -- at all times (Zone 394);
42	East 14th Place (both sides) from South Indiana Avenue to South Prairie Avenue -- at all times (Zone 394);
43	In the 1900 block of North Larrabee Street (both sides) from West Wisconsin Street to West Armitage Avenue -- 6:00 P.M. to 12:00 Midnight -- daily (Zone 143);
43	North Larrabee Street (east side) from West Menomonee Street to West Wisconsin Street -- 6:00 P.M. to 12:00 Midnight -- daily (extension of Zone 142);
43	North Larrabee Street (west side) from West Menomonee Street to West Wisconsin Street -- 6:00 P.M. to 12:00 Midnight -- daily (extension of Zone 143);
45	North Hiawatha Avenue (both sides) from North Central Avenue (6550) to North Waukesha Avenue (6811) (Zone 156).

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

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Amend ordinance passed March 15, 1991 (Council Journal of Proceedings, pages 31351 to 31353) which established Comiskey Park Residential Permit Parking by striking:

"West 34th Place (both sides) from South Halsted Street to South Lituanica Avenue" (11th Ward).

SECTION 2. Amend ordinance by striking:

"South Nagle Avenue, from West 56th Street to West 57th Street -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday (Zone 29)" (23rd Ward).

SECTION 3. Amend ordinance by striking:

"South Nottingham Avenue (both sides) from West 57th Street to West 58th Street (Zone 30)" (23rd Ward).

SECTION 4. Amend ordinance related to West Schiller Street (north side) from North LaSalle Street to North Wells Street -- 5:00 P.M. to 4:00 A.M. -- Monday through Friday by striking:

"(north side)"

and inserting:

"(both sides) (Zone 261)" (27th Ward).

SECTION 5. Amend ordinance related to South Austin Avenue (east side) from West Arthington Street to West Fillmore Street (Zone 19) (29th Ward).

SECTION 6. Amend ordinance related to South Austin Avenue (east side) from West Railroad Avenue to West Arthington Street (Zone 29) (29th Ward).

SECTION 7. Amend ordinance by striking:

"North Springfield Avenue (both sides) from West Roscoe Street to West Cornelia Avenue -- at all times (Zone 103)" (30th Ward).

SECTION 8. Amend ordinance by striking:

"North Oxford Avenue (both sides) from North Northwest Highway to North Onarga Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (Zone 50)" (41st Ward).

SECTION 9. Amend ordinance by striking:

"North Minnehaha Avenue (west side) from West Hiawatha Avenue to the first alley south thereof -- at all times (Zone 156)" (45th Ward).

SECTION 10. 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, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 17, 27 and June 14, 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 vote.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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
2	South Hoyne Avenue (both sides) from West Flournoy Street to West Lexington Street -- at all times (95-0754);
2	West Lexington Street (both sides) from South Leavitt Street to South Hoyne Avenue (95-0757);
2	South Leavitt Street (both sides) from West Lexington Street to West Flournoy Street (95-0756);

Ward	Location
29	West Madison Street (south side) from a point 125 feet west of South Menard Avenue, to a point 25 feet west thereof -- fifteen minute standing zone -- 10:00 A.M. to 12:00 Midnight -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes (95-0827);
30	North Ridgeway Avenue (east side) from a point 20 feet north of West Byron Street, to a point 50 feet north thereof -- fifteen minutes standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday (95-0696);
30	West Roscoe Street (both sides) from North Cicero Avenue to North Keating Avenue -- at all times (95-0831);
32	North Lakewood Avenue (west side) from a point 150 feet south of North Lincoln Avenue, to a point 114 feet south thereof (95-0833);
42	East Huron Street (south side) from a point 185 feet east of North Fairbanks Court, to a point 202 feet east thereof;
42	East Erie Street (north side) from a point 240 feet east of North Fairbanks Court, to a point 115 feet east thereof;

Ward	Location
42	East Erie Street (north side) from a point 400 feet east of North Fairbanks Court, to a point 38 feet east thereof -- reserved handicapped parking -- $100 fine -- tow-away zone (95-0878);
42	West Jackson Boulevard (south side) from a point 30 feet west of South Peoria Street, to a point 67 feet west thereof -- reserved handicapped parking -- $100 fine -- tow-away zone (95-0879);
42	North Clark Street (west side) from a point 80 feet north of West Grand Avenue, to a point 25 feet north thereof -- tow-away zone except for loading zone -- 11:00 A.M. to 4:00 P.M. -- Monday through Saturday (95-0885);
42	South Federal Street (west side) from a point 20 feet south of West Jackson Boulevard, to a point 103 feet south thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes (95-0882);
42	North Wabash Avenue (east side) from a point 20 feet south of East Lake Street, to a point 55 feet south thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes (95-0892);

Ward	Location
43	North Sedgwick Street (east side) from a point 245 feet north of West Webster Avenue, to a point 135 feet north thereof -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after fifteen minutes (95-0739);
50	North Sacramento Avenue (west side) from West Farwell Avenue to West Estes Avenue -- at all times (95-0906);
50	West Jarvis Avenue (south side) from a point 40 feet west of North California Avenue, to a point 50 feet west thereof -- reserved handicapped parking -- $100 fine -- 8:00 A.M. to 9:00 P.M. -- tow-away zone (95-0907);
50	North Hoyne Avenue (east side) from a point 337 feet south of West Devon Avenue, to a point 25 feet south thereof -- at all times (95-0905).

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

Amendment Of Traffic Lane Tow-Away Zone.

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 64664) which reads:

"West Peterson Avenue (south side) from North Damen Avenue to North Western Avenue" by striking:

"North Damen Avenue"

and inserting:

"North Ravenswood Avenue" (40th Ward) (95-0629).

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

AUTHORIZATION FOR ERECTION AND AMENDMENT OF TRAFFIC WARNING SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 15, May 17 and June 14, 1995) proposed ordinances and orders to erect and amend traffic warning signs, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances and 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 ordinances and substitute order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Ward	Type Of Sign And Location
4	"All-Way Stop" sign, at East 55th Street and South Dorchester Avenue;
6	"Stop" sign, stopping South Michigan Avenue for East 92nd Street (95-0763);
7	"Stop" sign, stopping East 88th Street for South Colfax Avenue (95-0649);
7	"Stop" sign, stopping South Burnham Avenue for East 84th Street (95-0650);

Ward	Type Of Sign And Location
7	"Stop" sign, stopping South Merrill Avenue for East 101st Street (95-0765);
8	"Two-Way Stop" sign, stopping East 88th Street for South Crandon Avenue (95-0766);
8	"All-Way Stop" sign, at South Blackstone Avenue and East 89th Street (95-0767);
8	"All-Way Stop" sign, at South Clyde Avenue and East 81st Street (95-0652);
9	"Two-Way Stop" sign, stopping South Corliss Avenue for East 105th Place (95-0655);
9	"All-Way Stop" sign, at South Eberhart Avenue and East 102nd Street (95-0770);
9	"Stop" sign, stopping South St. Lawrence Avenue for East 102nd Street (95-0589);
10	"Stop" sign, stopping South Burley Avenue for East 135th Street (95-0776);
10	"Stop" sign, stopping South Buffalo Avenue for East 135th Street (95-0775);
10	"All-Way Stop" sign, at South Avenue K and East 134th Street (95-0772);
10	"Two-Way Stop" sign, stopping South Escanaba Avenue for East 132nd Street (95-0658);

Ward	Type Of Sign And Location
10	"Stop" sign, stopping South Exchange Avenue for East 101st Street (95-0777);
10	"All-Way Stop" sign, at South Exchange Avenue and East 129th Street (95-0774);
10	"Stop" sign, stopping South Avenue J for East 113th Street (95-0656);
12	"Stop" sign, stopping South Spaulding Avenue for West 38th Place (95-0779);
13	"Two-Way Stop" sign, stopping West 75th Place for South Springfield Avenue (95-0784);
13	"All-Way Stop" sign, at South Hamlin Avenue and West 80th Street (95-0783);
13	"Stop" sign, stopping West 61st Place for South Homan Avenue (95-0780);
13	"Two-Way Stop" sign, stopping West 76th Place for South Ridgeway Avenue (95-0782);
14	"Stop" sign, stopping South Trumbull Avenue for West 57th Street (95-0785);
14	"All-Way Stop" sign, at South Troy Street and West 60th Street (95-0438);
14	"Stop" sign, stopping West 40th Place for South Albany Avenue (95-0436);

Ward	Type Of Sign And Location
15	"All-Way Stop" sign, at South Washtenaw Avenue and West 60th Street (95-0791);
15	"Two-Way Stop" sign, stopping South Hermitage Avenue for West 65th Street (95-0790);
17	"All-Way Stop" sign, at South Laflin Street and West 65th Street (95-0795);
18	"All-Way Stop" sign, at South Lawndale Avenue and West 85th Place (95-0667);
18	"All-Way Stop" sign, at South Komensky Avenue and West 81st Place (95-0668);
21	"Stop" sign, stopping West 113th Place for South Throop Street (95-0680);
21	"Two-Way Stop" sign, stopping West 94th Street for South Throop Street (95-0805);
21	"All-Way Stop" sign, at South Sangamon Street and West 81st Street (95-0803);
21	"Stop" sign, stopping South Loomis Street for West 114th Place (95-0800);
22	"Stop" sign, stopping east and westbound traffic on West Cermak Road at South Lawndale Avenue;
23	"Stop" sign, stopping South Menard Avenue for West 57th Street (95-0812);

Ward	Type Of Sign And Location
23	"Stop" sign, stopping South Kolin Avenue for West 49th Street (95-0811);
26	"All-Way Stop" sign, at North Washtenaw Avenue and West Nelson Street (95-0813);
28	"All-Way Stop" sign, at North Lavergne Avenue and West Kinzie Street (95-0826);
28	"Stop" sign, stopping North Lavergne Avenue for West Hubbard Street (95-0825);
29	"All-Way Stop" sign, at West Fillmore Street and South Mason Avenue (95-0691);
30	"All-Way Stop" sign, at West George Street and North Luna Avenue (95-0830);
30	"One-Way Stop" sign, stopping North Avondale Avenue for West Cornelia Avenue (95-0829);
30	"One-Way Stop" sign, stopping West Roscoe Street for North Kenneth Avenue (95-0698);
31	"All-Way Stop" sign, at North Harding Avenue and West Lemoyne Avenue (95-0702);
31	"One-Way Stop" sign, stopping North Kildare Avenue for West Altgeld Street (95-0703);
32	"All-Way Stop" sign, at North Oakley Avenue and West Charleston Street (95-0706);

Ward	Type Of Sign And Location
32	"Stop" sign, stopping east and westbound traffic on West Diversey Avenue at North Greenview Avenue.
32	"No Left Turn --7:00 A.M. To 9:00 A.M., And 4:00 P.M. To 6:00 P.M. -- Monday Through Friday" sign on West Diversey Avenue at North Bosworth Avenue (westbound traffic) (95-0844);
32	"One-Way Stop" sign, stopping North Dominick Street for West Shakespeare Avenue (95-0839);
33	"All-Way Stop" sign, at North Sacramento Avenue and West Belle Plaine Avenue (95-0847);
33	"All-Way Stop" sign, at North Sacramento Avenue and West Cullom Avenue (95-0848);
34	"Two-Way Stop" sign, stopping South Normal Avenue for West 109th Street (95-0455);
34	"Two-Way Stop" sign, stopping South Princeton Avenue for West 112th Street (95-0716);
34	"Two-Way Stop" sign, stopping South Green Street for West 102nd Street (95-0717);
34	"Two-Way Stop" sign, stopping West 117th Street for South Loomis Street (95-0600);
34	"Two-Way Stop" sign, stopping West 100th Street for South Green Street (95-0850);

Ward	Type Of Sign And Location
34	"All-Way Stop" sign, at South Lowe Avenue and West 109th Street (95-0454);
34	"Two-Way Stop" sign, stopping West 116th Street for South Parnell Avenue (95-0598);
34	"Two-Way Stop" sign, stopping West 122nd Street for South Union Avenue (95-0714);
34	"Two-Way Stop" sign, stopping West 116th Street for South Loomis Street (95-0599);
36	"All-Way Stop" sign, at North Natoma Avenue and West Cortland Street (95-0718);
36	"One-Way Stop" sign, stopping North New England Avenue for West Roscoe Street (95-0862);
36	"All-Way Stop" sign, at North Normandy Avenue and West Wellington Avenue (95-0861);
36	"All-Way Stop" sign, at North Orange Avenue and West Cornelia Avenue (95-0853);
37	"All-Way Stop" sign, at North Lavergne Avenue and West Kinzie Street (95-0724);
38	"No Left Turn -- 4:00 P.M. To 6:00 P.M. -- Monday Through Friday" sign on West Irving Park Road at North Nottingham Avenue (for westbound traffic) (95-0867);
39	"One-Way Stop" sign, stopping North Kedvale Avenue for West Leland Avenue (95-0872);

Ward	Type Of Sign And Location
41	"All-Way Stop" sign, at North Natoma Avenue and West Balmoral Avenue (95-9730);
41	"One-Way Stop" sign, stopping West Catalpa Avenue for North Natoma Avenue (95-0729);
44	"All-Way Stop" sign, at North Seminary Avenue and West Oakdale Avenue (95-0898);
47	"Stop" sign, at North Hamilton Avenue and West Wilson Avenue, stopping West Wilson Avenue .

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

Amendment Of Traffic Warning Signs.

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

SECTION 1. Repeal ordinance passed November 15, 1974 (Council Journal of Proceedings, page 9220) which reads:

> "South Lawndale Avenue and West 58th Street -- 'All-Way Stop' sign" (95-0664) (18th Ward).

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

Installation Of Miscellaneous Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install the following miscellaneous signs at the below listed locations:

Ward	Location And Type Of Sign
22	West 30th Street (south side) from South Drake Avenue to the first alley west thereof -- "Service Drive/Diagonal Parking" (95-1021);
26	West Hirsch Street, from North Bell Avenue to North Leavitt Street -- "Closed To Traffic -- 8:00 A.M. To 9:30 A.M. And 1:30 P.M. To 2:30 P.M. -- All School Days" (95-0815);
35	West Fullerton Avenue (both sides) from North California Avenue to North Drake Avenue -- "No Cruising Zone" (95-0852).

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

ESTABLISHMENT OF WEIGHT LIMITATION ON PORTION OF NORTH RICHMOND STREET.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 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 establish the allowable weight limit for trucks and commercial vehicles on a portion of North Richmond Street, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 72, Section 030 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public way between the limits indicated (except for the purpose of delivering or picking up material or merchandise) shall be as follows:

Ward	Location
33	North Richmond Street, from West Belmont Avenue to North Elston Avenue -- five tons (95-0846).

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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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, September 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, 1995, February 8, 1995, March 9, 1995, April 15, 1995, May 2 and 17, 1995 and June 14, 1995) concerning traffic regulations and traffic signs, et cetera as follows:

Parking Prohibited At All Times:

Ward	Location
18	At 7815 South Western Avenue. No City Council action necessary for driveway prohibition signs. Signs will be installed upon verification of driveway permit and upon receipt of necessary fees from applicant (95-0662);
32	At 1500 North Sheffield Avenue. This location falls within a no parking anytime zone. Requested sign will be posted (95-0836);
33	At North Kedzie Avenue (east side) from the first alley south of West Belle Plaine Avenue, to a point 35 feet south thereof. Request withdrawn (95-0713).

Parking Prohibited At All Times -- Handicapped:

Ward	Location
3	At 4410 South Vincennes Avenue. Duplicate proposal. Previously recommended on March 9, 1995 (Permit 10873);

Ward	Location
5	At 7301 South Clyde Avenue. Fails to meet fee requirement;
6	At 7611 South Rhodes Avenue. Fails to meet fee requirement;
7	At 8105 South Exchange Avenue. Fails to meet fee requirement;
7	At 8045 South Escanaba Avenue. Fails to meet fee requirement;
8	At 955 East 84th Street. Fails to meet fee requirement;
9	At 12155 South Lowe Avenue. Fails to meet fee requirement;
10	At 8713 South Buffalo Avenue. Applicant deceased;
10	At 13336 South Avenue N. Applicant withdrew request;
10	At 10530 South Green Bay Avenue. Duplicate proposal;
10	At 11005 South Green Bay Avenue. Applicant withdrew request;
10	At 10618 South Calhoun Avenue. Applicant withdrew request;
11	At 4742 South Union Avenue. Fails to meet fee requirement;
11	At 3148 South Racine Avenue. Fails to meet fee requirement;
11	At 3208 South Throop Street. Fails to meet fee requirement;
11	At 2429 West 46th Street. Fails to meet fee requirement;

Ward	Location
11	At 4511 South Fairfield Avenue. Fails to meet fee requirement;
11	At 441 West 44th Street. Fails to meet fee requirement;
12	At 4410 South Honore Street. Fails to meet fee requirement;
12	At 2651 West 21st Street. Fails to meet fee requirement;
12	At 2727 West 23rd Place. Fails to meet fee requirement;
13	At 3640 West 62nd Place.
13	At 5938 South Keeler Avenue. Fails to meet fee requirement;
15	At 6542 South Fairfield Avenue. Fails to meet fee requirement;
15	At 6145 South Wolcott Avenue. Fails to meet fee requirement;
16	At 5206 South Hermitage Avenue. Fails to meet fee requirement;
16	At 5750 South Elizabeth Street. Fails to meet fee requirement;
18	At 8358 South Aberdeen Street. Fails to meet fee requirement;
18	At 7937 South Mozart Street. Fails to meet fee requirement;
18	At 7945 South Paulina Street. Fails to meet fee requirement;
18	At 8043 South Wood Street. Fails to meet fee requirement;
18	At 7829 South Seeley Avenue. Fails to meet fee requirement;

Ward	Location
20	At 5949 South Indiana Avenue. Fails to meet fee requirement;
20	At 6219 South Rhodes Avenue;
20	At 6728 South St. Lawrence Avenue. Fails to meet fee requirement;
21	At 1245 West 101st Place. Fails to meet fee requirement;
21	At 9105 South Marshfield Avenue. Fails to meet fee requirement;
21	At 9425 South Wallace Avenue. Fails to meet fee requirement;
21	At 8209 South Peoria Street. Fails to meet fee requirement;
23	At 6116 South McVicker Avenue. Fails to meet fee requirement;
23	At 5139 South Avers Avenue. Fails to meet fee requirement;
23	At 4511 South Keating Avenue. Fails to meet fee requirement;
25	At 917 West 18th Place. Fails to meet fee requirement;
25	At 2244 South Leavitt Street. Fails to meet fee requirement;
25	At 2812 South Wells Street. Fails to meet fee requirement;
29	At 5940 West Iowa Street. Fails to meet fee requirement;
30	At 2223 North Menard Avenue. Fails to meet fee requirement;

Ward	Location
30	At 5217 West Wolfram Street. Fails to meet fee requirement;
30	At 2815 North Harding Avenue. Fails to meet fee requirement;
31	At 2225 North Kildare Avenue. Fails to meet fee requirement;
32	At 1825 West Nelson Street. Fails to meet fee requirement;
33	At 4313 North St. Louis Avenue. Fails to meet fee requirement;
34	At 12037 South Normal Avenue. Fails to meet fee requirement;
34	At 9915 South Sangamon Street. Fails to meet fee requirement;
35	At 2910 North Woodard Street. Fails to meet fee requirement;
36	At 3504 North Rutherford Avenue. Fails to meet fee requirement;
36	At 2223 North Neva Avenue. Fails to meet fee requirement;
37	At 5446 West Augusta Boulevard. Fails to meet fee requirement;
38	At 5225 West Berteau Avenue. Fails to meet fee requirement;
38	At 5342 West Warner Avenue. Fails to meet fee requirement;
44	At 1238 West School Street. Fails to meet fee requirement;
45	At 6334 West Peterson Avenue. Fails to meet fee requirement;

Ward	Location
49	At 1154 West Morse Avenue. Fails to meet fee requirement;
49	At 6956 North Ashland Avenue. Fails to meet fee requirement.

Parking Prohibited During Specified Hours:

Ward	Location
2	At 1247 South Wabash Avenue -- 6:30 A.M. to 6:30 P.M. -- school days. Request withdrawn by requestor (95-0753);
33	4645 West Lawrence Avenue -- 8:00 A.M. to 12:00 Midnight -- no exceptions. Request withdrawn by requestor (95-0712).

Parking Limited During Specified Hours:

Ward	Location
2	At 2201 West Campbell Avenue -- two hours -- at all times -- no exceptions (95-0759).

Loading Zones:

Ward	Location
25	At 1530 West 21st Street -- 7:30 A.M. to 5:30 P.M. -- Monday through Friday (public benefit). Request withdrawn by requestor (95-0685);

Ward	Location
27	At 925 West Randolph Street -- 5:30 A.M. to 4:00 P.M. -- Monday through Saturday. This location falls within a no parking anytime zone (95-0818);
33	At 4645 North Kedzie Avenue -- 9:00 A.M. to 7:30 P.M. -- Monday through Saturday. This location falls within a no parking anytime zone (95-0711);
38	At 3406 North Cicero Avenue (alongside on West Roscoe Street) 9:00 A.M. to 4:00 P.M. -- Monday through Friday. No City Council action necessary for driveway prohibition signs. Signs will be installed upon verification of driveway permit and upon receipt of necessary fees (95-0863);
43	At 1112 West Armitage Avenue -- 11:00 A.M. to 12:00 Midnight (valet service). This location falls within a no parking anytime zone (95-0635);
44	At 3441 -- 3443 North Halsted Street -- 4:00 P.M. to 12:00 Midnight, Sunday through Saturday (valet service). Request withdrawn by requestor (95-0895).

Miscellaneous Signs:

Ward	Location
16	For north/southbound traffic at the intersection of West 61st and South Bishop Street -- "Deaf Child Crossing" signs. No City Council action necessary for the installation of warning signs. Request signs will be posted (95-0793);
21	On West 89th Street (westerly) at the intersection of South Throop Street -- "U-Turn Permitted" signs. Request withdrawn by requestor (95-0679);
30	Entrances to the north/south alley of the 3300 block of North Kilpatrick Avenue (west side) "Garbage Picking Prohibited" signs. Request is not for traffic signs and should be directed to the Department of Streets and Sanitation (95-0860);
35	North Humboldt Boulevard (north side) from West Armitage Avenue to West Palmer Street -- "No Ball Playing" signs. This request falls under the jurisdiction of the Chicago Park District (95-0854).

Close To Traffic:

Ward	Location
18	In the 2500 block of West 80th Street -- May and June 1995 -- 8:15 A.M. to 9:00 A.M. and 2:30 P.M. to 3:00 P.M. -- school days. Request withdrawn by requestor (95-0665).

Parking Meters:

Ward	Location
42	South Dearborn Street (east side) between West Congress Parkway and West Van Buren Street -- twenty-five cents for fifteen minutes -- thirty minute limit. No City Council action necessary. Parking meters will be installed under the Downtown Parking ordinance.

Residential Permit Parking Zones:

Ward	Location
7	East 71st Street (south side) from East 72nd Street to South South Shore Drive, East 72nd Street (both sides) from South South Shore Drive to South Coles Avenue and 7201 South South Shore Drive. Failed to meet building zone requirement;
21	In the 9400 block of South Normal Avenue (both sides). Fails to meet the non-resident parkers requirement of 33%. Survey indicated 7.5% as non-resident;
25	South Princeton Avenue (both sides) from South China Place to South Archer Avenue. Fails to meet building zone requirement Residential Business Planned Development 383.

Single Direction:

Ward	Location
21	In the 9900 block of South Sangamon Street -- northerly. Duplicate proposal. Previously passed March 9, 1995 (Council Journal of Proceedings, page 66188). Signs are posted (95-0672);
42	West Erie Street, from North Orleans Street to North LaSalle Street -- westerly. Request withdrawn (95-0886).

Speed Limitations:

Ward	Location
33	In the 4200 blocks of North Richmond Street and North Sacramento Avenue -- twenty miles per hour. This location falls within a school speed zone. Requested signs will be posted (95-0849).

Tow-Away Zones:

Ward	Location
2	South Leavitt Street (east side) from West Flournoy Street to West Lexington Street. Request withdrawn (95-0755);

Ward	Location
2	At 2201 West Campbell Park Drive -- at all times (95-0758);
28	At 5001 -- 5009 West Quincy Street -- at all times. No City Council action necessary for driveway prohibition signs. Signs will be installed upon verification of driveway permit upon receipt of necessary fees from applicant (95-0824);
46	At 1065 West Leland Avenue -- standing zone -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (public benefit). Duplicate proposal. Previously recommended on proposal dated May 17, 1995 (95-0742, 95-0743).

Traffic Warning Signs And Signals:

Ward	Location
9	"Stop" sign, on South Michigan Avenue at the intersection of East 124th Street. South Michigan Avenue is an arterial street. An engineering study indicates "All-Way Stop" signs are not warranted according to established federal and state standards (95-0590);
10	"Stop" signs, for east and westbound traffic on East 132nd Street at South Burley Avenue. Previously passed June 17, 1992 (Council Journal of Proceedings, page 17807). Signs are posted (95-0657);

Ward	Location
16	"Two-Way Stop" signs, for north and southtbound traffic on South Morgan Street at the intersection of West 56th Street. South Morgan Street is an arterial street. An engineering study indicates that "All-Way Stop" signs are not warranted according to established federal and state standards (95-0794);
21	"Two-Way Stop" signs, for east and westbound traffic on West 113th Place at intersection of South Racine Avenue. Duplicate proposal. Previously recommended on proposal dated May 17, 1995 (95-0801);
21	"Two-Way Stop" signs, for north and southbound traffic on West 93rd Street at the intersection of South Aberdeen Street. Duplicate proposal. Previously recommended on proposal dated May 17, 1995 (95-0802);
21	"Two-Way Stop" signs, for east and westbound traffic on West 99th Street at the intersection of South Throop Street. West 99th 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 (95-0799);
21	"Four-Way Stop" signs, at South Loomis Street and West 111th Street. West 111th 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 (95-0804);

Ward	Location
26	"All-Way Stop" signs, at the intersection of North Central Park Avenue and West Hirsch Avenue. North Central Park 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 (95-0814);
30	"Four-Way Stop" signs, West Belmont Avenue and North Kilbourn Avenue. West Belmont 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 (95-0449);
34	"Three-Way Stop" signs, West 116th Street and South Parnell Avenue. Duplicate proposal. Previously recommended on proposal dated May 2, 1995 (95-0715).

Weight Limitations:

Ward	Location
33	In the 4000 block of North Drake Avenue -- five tons. Previously passed on June 24, 1960 (Council Journal of Proceedings, page 2837). Signs are posted (95-0845);
39	In the 5100 block of North Tripp Avenue -- five tons. Duplicate proposal. Previously passed November 8, 1956 (Council Journal of Proceedings, page 3475). Signs are posted (95-0871);

Ward	Location
39	In the 5100 block of North Keeler Avenue -- five tons. Request withdrawn (95-0870);
39	West Carmen Avenue, from North Tripp Avenue to North Keeler Avenue -- five tons. Request withdrawn (95-0869).

Amend Parking Prohibition At All Times:

Ward	Location
27	Repeal parking prohibited at all times located at 1200 West Monroe Street. No City Council action necessary for driveway prohibition signs. Signs will be replaced (95-0821).

Amend Parking Prohibition During Specified Hours:

Ward	Location
32	Repeal parking prohibited during specified hours (rush hours) 7:00 A.M. to 9:00 A.M. -- Monday through Friday on West Division Street (south side) from the North Branch River to North Halsted Street. Rush hour parking controls needed for expressway access. Alderman of ward concurs (95-0573);

Ward	Location
32	Repeal parking prohibited during specified hours (rush hours) 7:00 A.M. to 9:00 A.M. -- Monday through Friday on West Division Street (south side) from North Halsted Street to North Clybourn Avenue. Rush hour parking controls needed for expressway access. Alderman of ward concurs (95-0620);
32	Repeal parking prohibited during specified hours (rush hours) 7:00 A.M. to 9:00 A.M. -- Monday through Friday on West Division Street (north side) from North State Street to North Western Avenue. Rush hour parking controls needed for expressway access. Alderman of ward concurs (95-0572);
33	Repeal parking prohibited during specified hours (rush hours) 4:00 P.M. to 6:00 P.M. -- Monday through Friday on the 3900 block of North Kedzie Avenue. Rush hour regulations needed for traffic purposes (95-0710).

Amend Parking Limited During Specified Hours:

Ward	Location
32	Repeal parking limited during specified hours -- two-hours -- 8:00 A.M. to 6:00 P.M. (except Saturdays, Sundays and holidays). Duplicate proposal. Previously recommended on proposal dated June 14, 1995 (95-0840).

Amend Loading Zone:

Ward	Location
42	Repeal loading zone/tow-away zone located at 325 West Huron Street. Request withdrawn by requester (95-0875).

Removal Of Parking Meters:

Ward	Location
30	At 4322 North Elston Avenue. No City Council action necessary for removal of parking meters necessitated as part of parking prohibitions established by previous ordinance for previously passed, previously proposed withdrawn ordinances (95-0701);
44	Removal of Parking Meters 26181, 26074, 31069 and meter with no tag, at 3741 -- 3747 North Southport Avenue. No City Council action necessary for removal of Parking Meters necessitated as part of parking prohibitions established by previous ordinance (95-0899).

Amend Single Direction:

Ward	Location
38	Amend single direction on North Oriole Avenue, from West Irving Park Road to Forest Preserve Avenue -- southerly by striking: "West Irving Park Road" and inserting: "from the first alley south of West Irving Park Road". Request withdrawn (95-0864).

Amend Tow-Away Zones:

Ward	Location
37	Repeal "Tow-Away Zone" signs located at 5520 West North Avenue (north side). This area was posted under meter area. Signs will be removed (95-0723);
42	Amend tow-away zone located adjacent to 1030 North Clark Street (west side) 7:00 A.M. to 9:30 A.M. by striking: "7:00 A.M. to 9:30 A.M." and inserting: "at all times except 7:00 A.M. to 9:30 A.M.". Request withdrawn by requester (95-0881).

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.

AMENDMENT OF TITLE 10, CHAPTER 28, SECTION 675 OF MUNICIPAL CODE OF CHICAGO BY PROHIBITION OF ADVERTISING BENCHES WITHIN SPECIFIED AREAS OF SECOND, TWENTY-FIFTH, TWENTY-SEVENTH, TWENTY-NINTH AND FORTY-FIFTH WARDS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 Section 10-28-675 of the Municipal Code of Chicago regarding advertising benches in the 2nd, 25th, 27th, 29th and 45th Wards. This ordinance was referred to the committee on September 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 10-28-675 of the Municipal Code of Chicago is hereby amended by adding to the end of the section a new subsection (c) in italics, as follows:

10-28-675

* * * * *

(c) In addition to the locations prohibited in subsection (b) of this section, based upon the considerations described in subsection (a) of this section, advertising benches are prohibited in the following locations beginning November 30, 1995:

(1) All locations adjacent to the following intersections on the specified corners:

Damen Avenue and Van Buren Street (northwest corner);

Damen Avenue and Congress Parkway (southeast corner);

Damen Avenue and Ogden Avenue (northwest and southeast corners);

Harrison Street and Ogden Avenue (northeast and southwest corners);

Harrison Street and Damen Avenue (southwest corner);

Harrison Street and Hoyne Avenue (northeast and southwest corners);

Harrison Street and Leavitt Street (southwest and northeast corners);

Harrison Street and Oakley Avenue (southwest corner);

Roosevelt Road and Oakley Avenue (southeast and southwest corners);

(2) All that portion of the City bounded as follows:

Lake Street on the north (both sides); Damen Avenue on the west (both sides); the Eisenhower Expressway on the south (both sides); and Halsted Street on the east (both sides).

(3) All locations adjacent to the intersection of Madison Street and Mason Avenue.

All locations adjacent to the intersection of North Avenue and Mayfield Avenue.

(4) All locations adjacent to either side of Milwaukee Avenue, between Central Avenue and Devon Avenue.

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

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 August 2, 1995) for grants of privilege in the public way.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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):

American National Bank And Trust, Under Trust Number 60188.

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust, under Trust No. 60188, upon the terms and subject to the conditions of this ordinance, to maintain and use a vaulted area adjacent to the premises known as 23 -- 25 South Wabash Avenue, used for utility equipment and connections. Dimensions are as follows:

South Wabash Avenue:

Vault is approximately thirty-nine (39) feet in length and eighteen (18) feet in width, under the sidewalk area.

South Wabash Avenue (alley rear):

Vault is approximately forty (40) feet in length and fifteen (15) feet in width.

Authority herein granted for a period of five (5) years from and after September 12, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Eighty-three and no/100 Dollars ($2,083.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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 7083 of this Journal.]

BHF Ventures, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to BHF Ventures, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vaulted space, to be used for storage, under the public way adjacent to the premises known as 2871 -- 2873 North Lincoln Avenue. Dimensions are as follows:

North Lincoln Avenue:

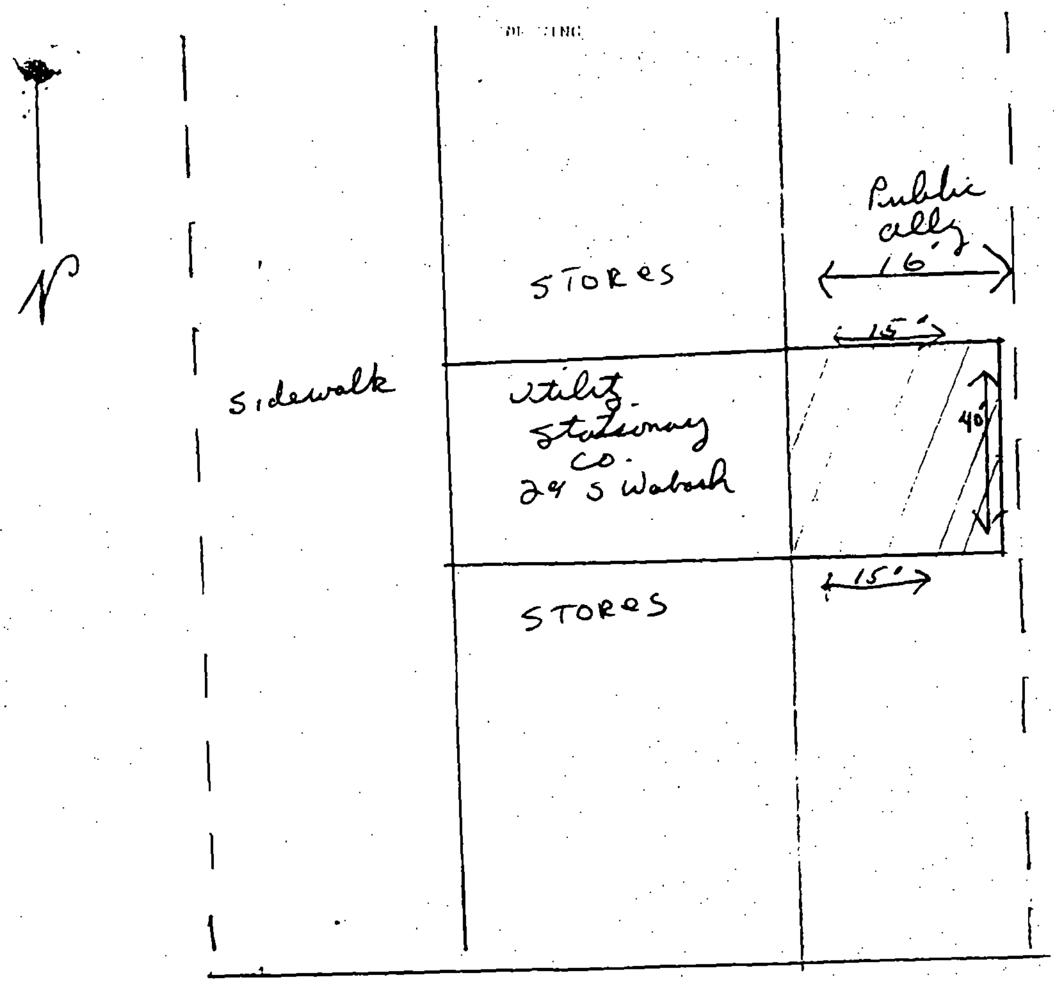
Vaulted area shall be fifty-nine (59) feet in length, by seven (7) feet in width.

West George Street:

Vaulted area shall be sixty point five (60.5) feet in length and eleven (11) feet in width.

(Continued on page 7084)

Ordinance associated with this drawing printed on pages 7079 through 7082 of this Journal.



Vaults under public alley measuring 15' x 40' x 8' used as boiler room.

(Continued from page 7082)

Total area to be used shall be one thousand seventy-eight point five (1,078.5) square feet. Authority herein granted for a period of five (5) years from and after December 19, 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 way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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 7087 of this Journal.]

Chicago Title & Trust Company, Under Trust Number 1078225.

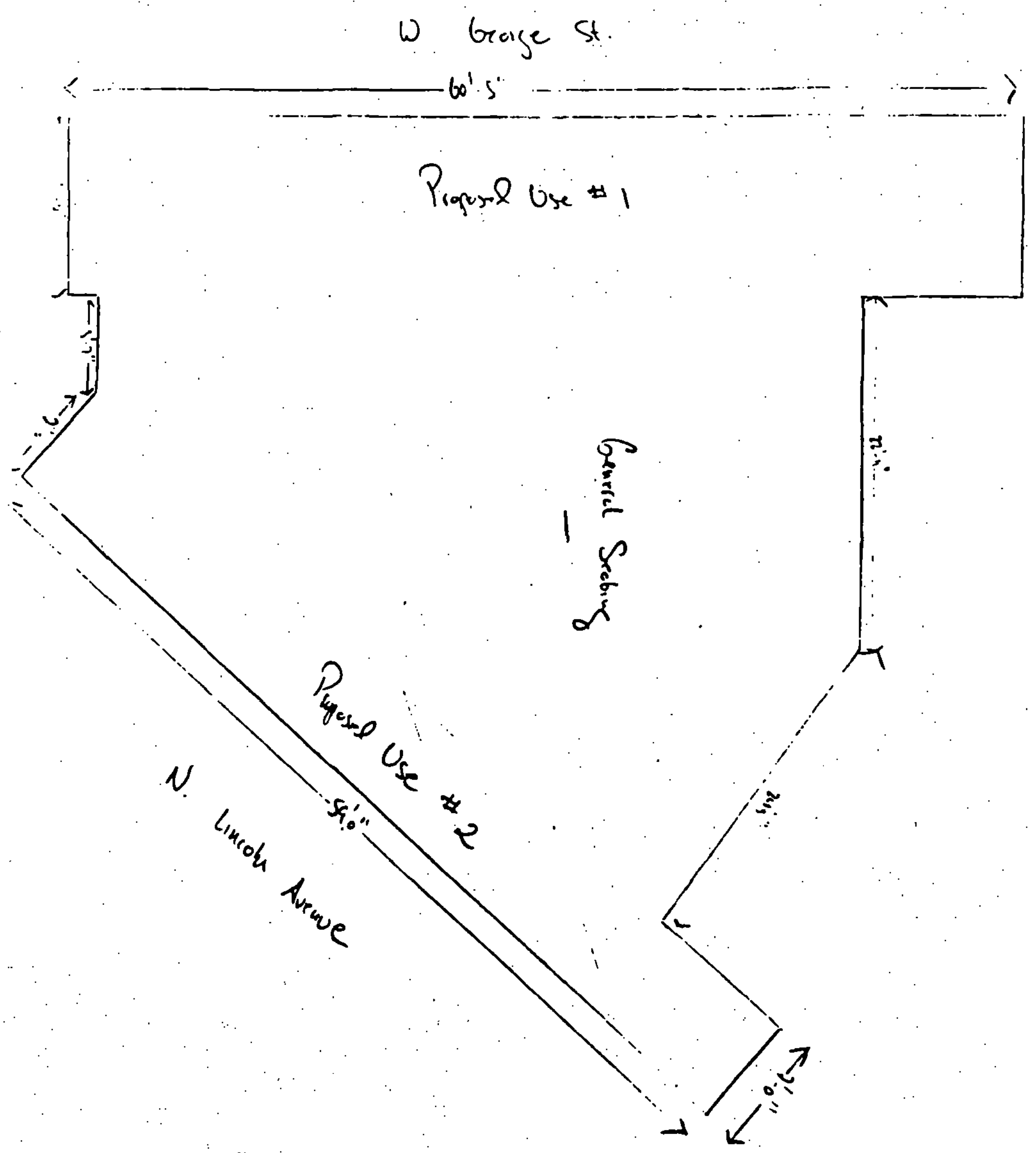
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago Title & Trust Company, under Trust No. 1078225, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the sidewalk adjacent to the premises known as 501 South Wells Street. The area shall be used for the installation of a railroad coach car to provide additional seating for the adjacent restaurant at the above location. Said space shall extend point five (.5) feet south of the corner of South Sherman Street and West Congress Parkway and shall extend west eighty-two (82) feet towards South Wells Street at which point said space shall extend two point five (2.5) feet into the sidewalk. The area of public way occupied by the protrusion is one hundred twenty-three (123) square feet. Authority herein granted shall be for a period of five (5) years from and after September 28, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the

(Continued on page 7088)

Ordinance associated with this drawing printed on pages 7082 through 7086 of this Journal.



(Continued from page 7086)

ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Thirty-nine and no/100 Dollars ($239.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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 7091 of this Journal.]

Citifront Hotel Associates 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 Citifront Hotel Associates Limited Partnership, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a portion of the public way for three (3) loading dock truck berths (including the installation of any structures or appliances reasonably necessary to operate the same) adjacent to their premises located at 301 East North Water Street. Said loading dock truck berths shall occupy three portions of the public way within the lower North Columbus Drive right-of-way consisting of the following dimensions:

Truck berth (A) shall extend twenty-seven (27) feet in length from the east line of North Columbus Drive and shall be fifty-three (53) feet in width.

Truck berth (B) shall extend twenty-six (26) feet in length from the east line of North Columbus Drive and shall be twenty-nine (29) feet in width.

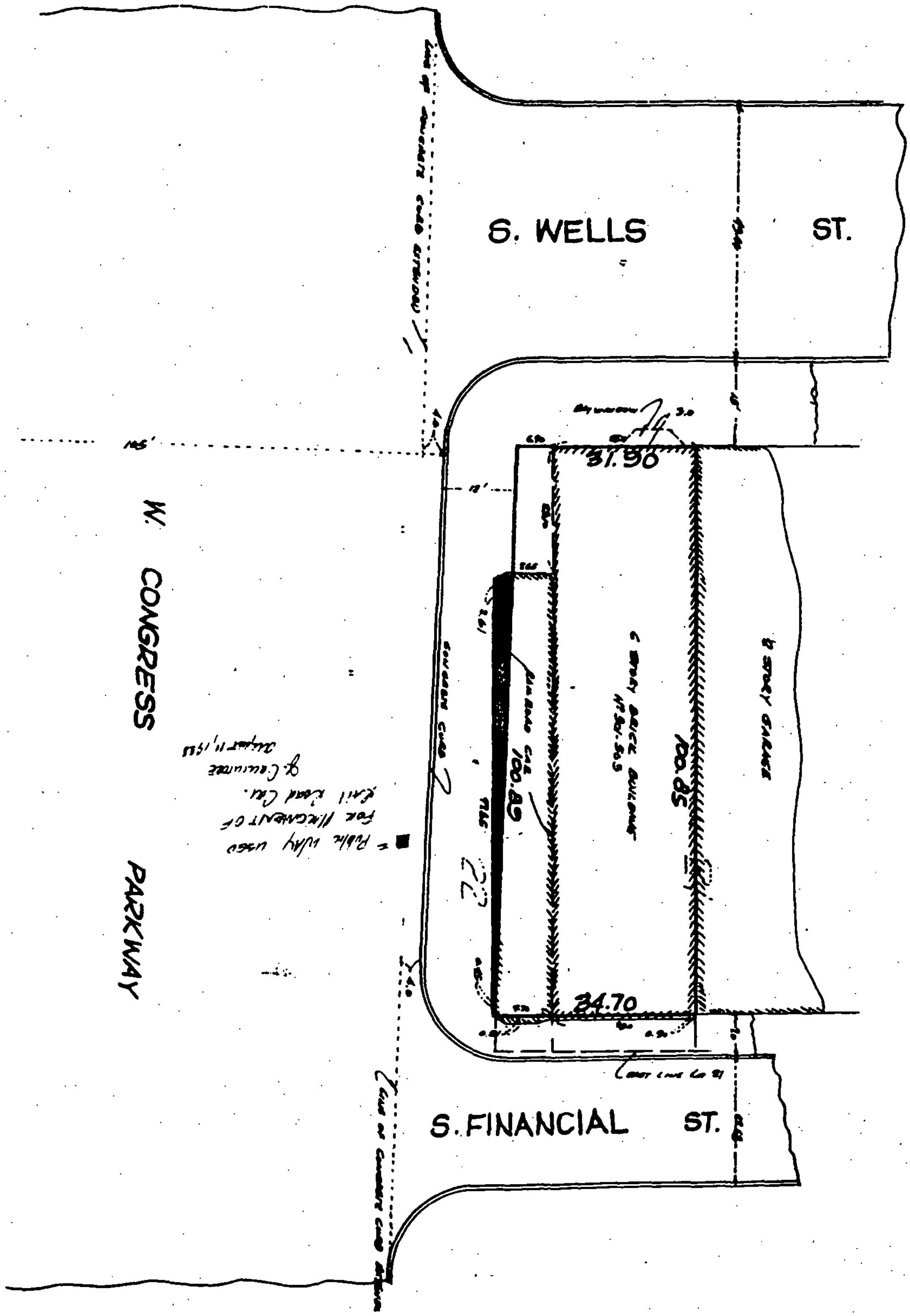
Truck berth (C) shall extend thirty-eight (38) feet in length from the east line of North Columbus Drive and shall be eleven (11) feet in width.

Total square footage to be occupied shall be two thousand six hundred three (2,603) square feet. Authority herein granted shall be for a period of five (5) years from and after May 16, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 7092)

Ordinance associated with this drawing printed on pages 7086 through 7090 of this Journal.



(Continued from page 7090)

Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Thousand Eight Hundred Seventy-one and 92/100 Dollars ($6,871.92) 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 One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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 7095 of this Journal.]

Doral Plaza Associates Limited Partnership.

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

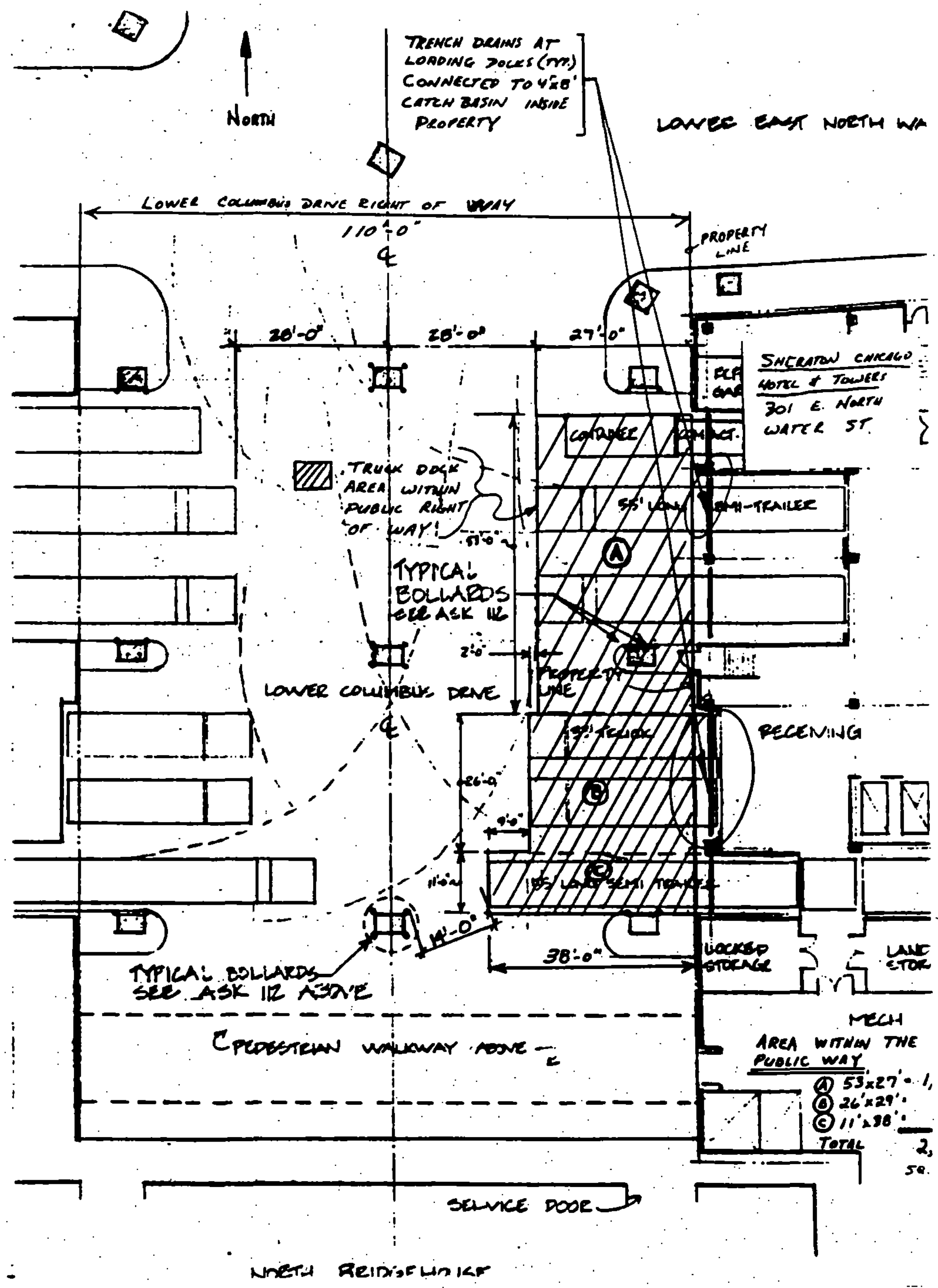
SECTION 1. Permission and authority are hereby given and granted to Doral Plaza Associates Limited Partnership, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use a diesel generator fuel tank, self contained unit on lower East Lake Street, adjacent to the premises known as 155 North Michigan Avenue. Said generator shall be eleven (11) feet, eight (8) inches in length and five (5) feet, six (6) inches in width for a total of sixty-six (66) square feet. Generator shall be installed as per plans and specifications approved by the Department of Transportation. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred

(Continued on page 7096)

Ordinance associated with this drawing printed on pages 7090 through 7094 of this Journal.



(Continued from page 7094)

Sixteen and no/100 Dollars ($116.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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.

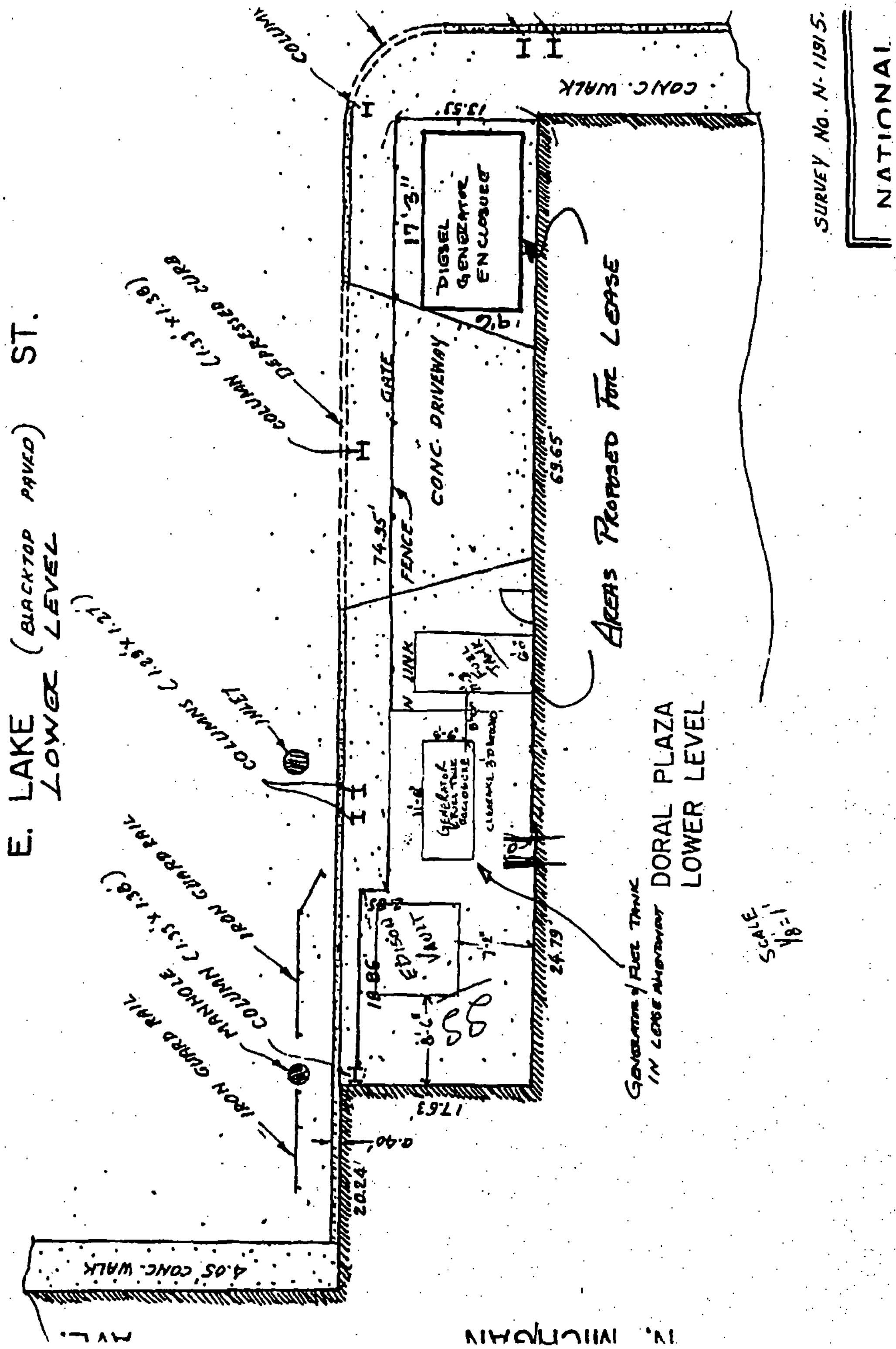
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 7098 of this Journal.]

Ordinance associated with this drawing printed on pages
7094 through 7097 of this Journal.



Emergency '24', Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Emergency '24', Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a six (6) inch diameter conduit for electrical and security service adjacent to the premises known as 4179 West Irving Park Road. Said conduit shall be installed, bored beneath the sixteen (16) foot public alley between 4179 West Irving Park Road and 3950 -- 3960 North Avondale Avenue as approved by the Department of Transportation. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of 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 One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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 7102 of this Journal.]

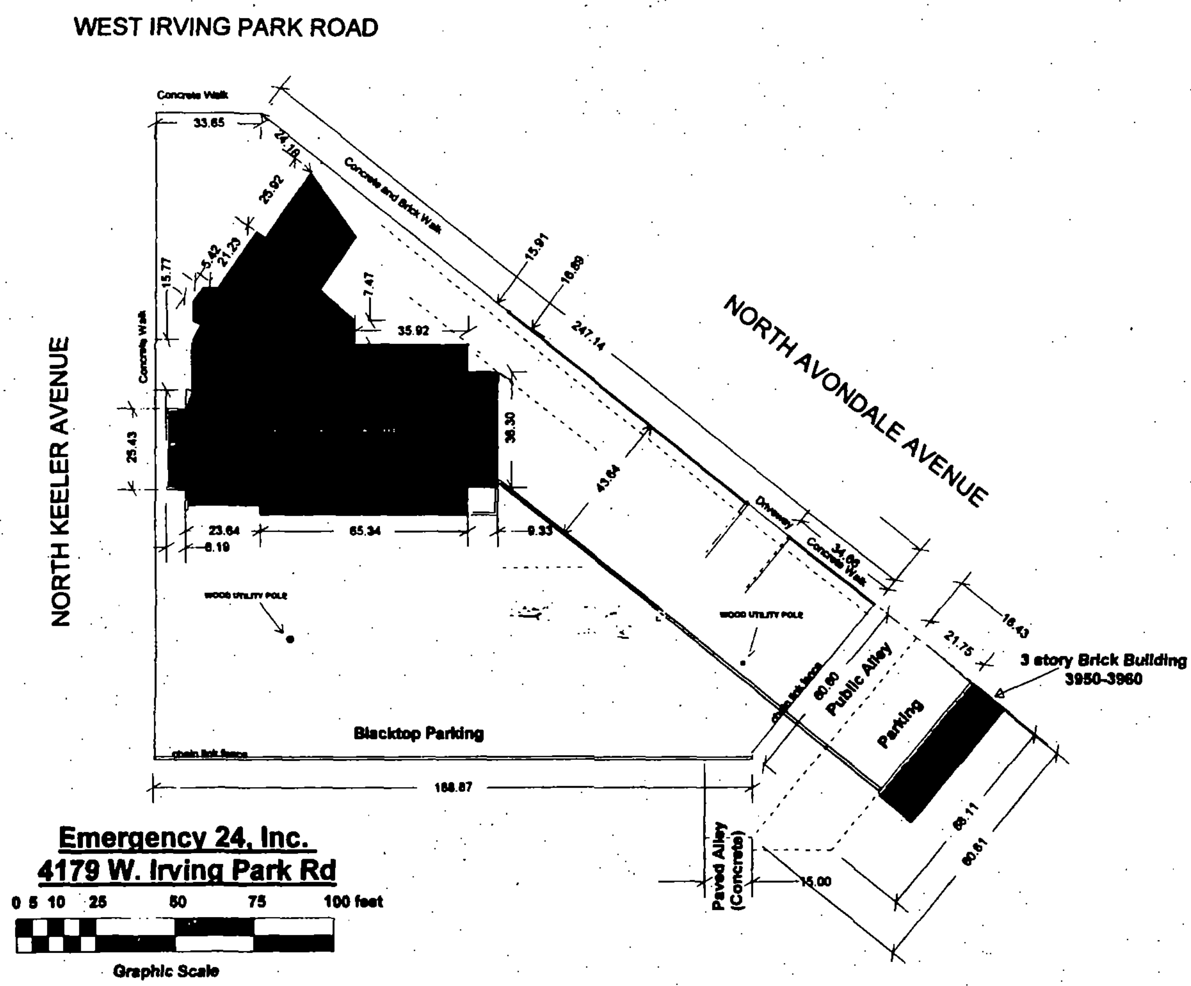
Hansen-Sterling Drum Company, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Hansen-Sterling Drum Company, Inc., upon the terms and subject to the conditions of this ordinance, to install, maintain and use a manhole/sample basin four (4) feet in width and six (6) feet in depth and located in the public sidewalk approximately thirty-four (34) feet west of the west line of South Wallace Street, adjacent to the premises known as 610 West 81st Street. Authority herein given and granted shall be for a period of five (5) years from and after September 24, 1995.

(Continued on page 7103)

Ordinance associated with this drawing printed on pages 7099 through 7101 of this Journal.



(Continued from page 7101)

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 One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty days (30) 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 7106 of this Journal.]

Houston's Restaurant, Inc.

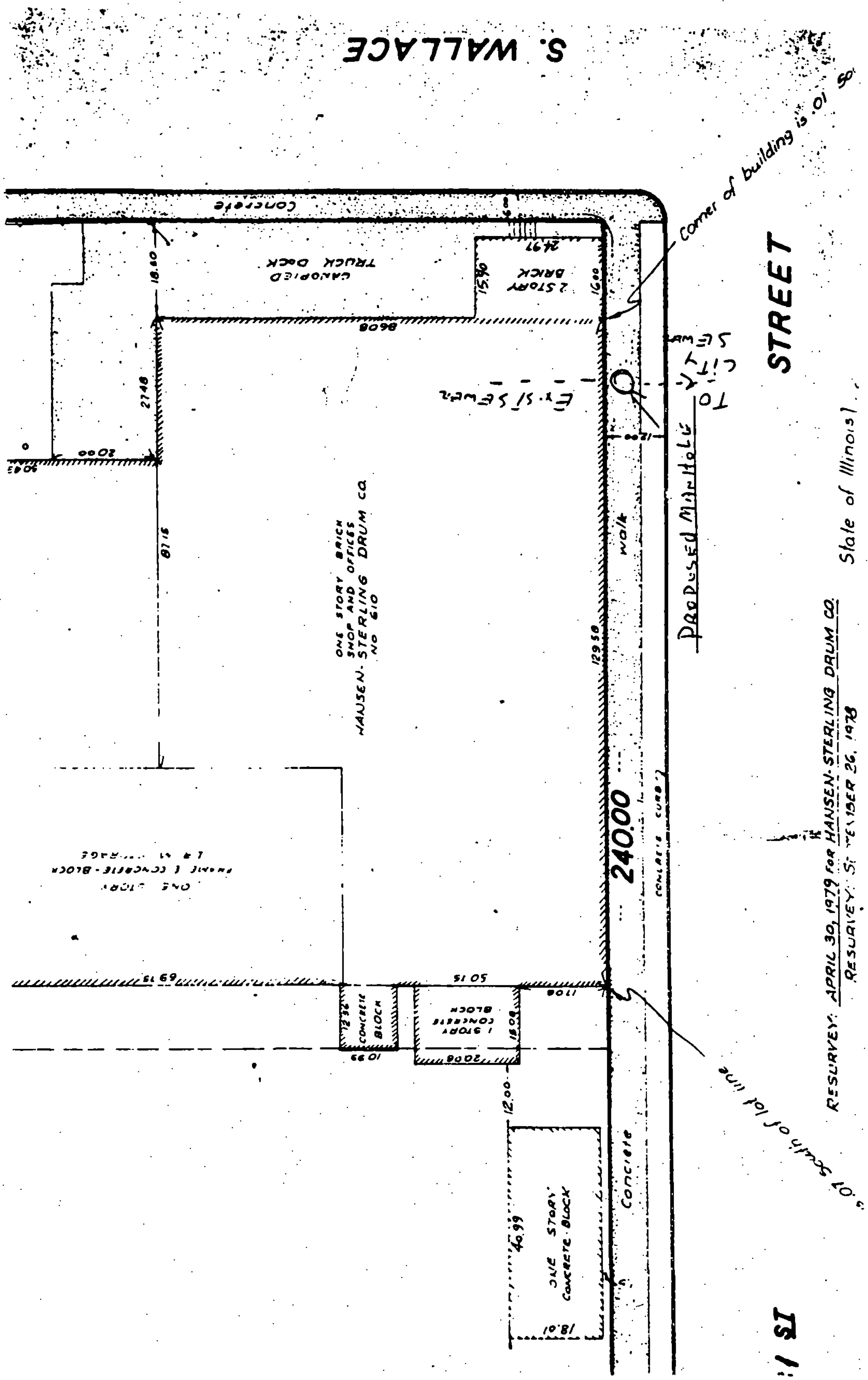
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Houston's Restaurant, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a dumbwaiter adjacent to the premises known as 537 North Michigan Avenue. Said dumbwaiter shall be installed and attached to the building adjacent to the north/south alley between North Michigan Avenue and North St. Clair Street, a dead end alley. Said dumbwaiter shall be eight (8) feet in length and three (3) feet in width and installed as per plans and specifications approved by the Department of Transportation. Said dumbwaiter shall be in the up position except when receiving deliveries. 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 7107)

Ordinance associated with this drawing printed on pages 7101 through 7105 of this Journal.



(Continued from page 7105)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) 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 One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty days (30) 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.

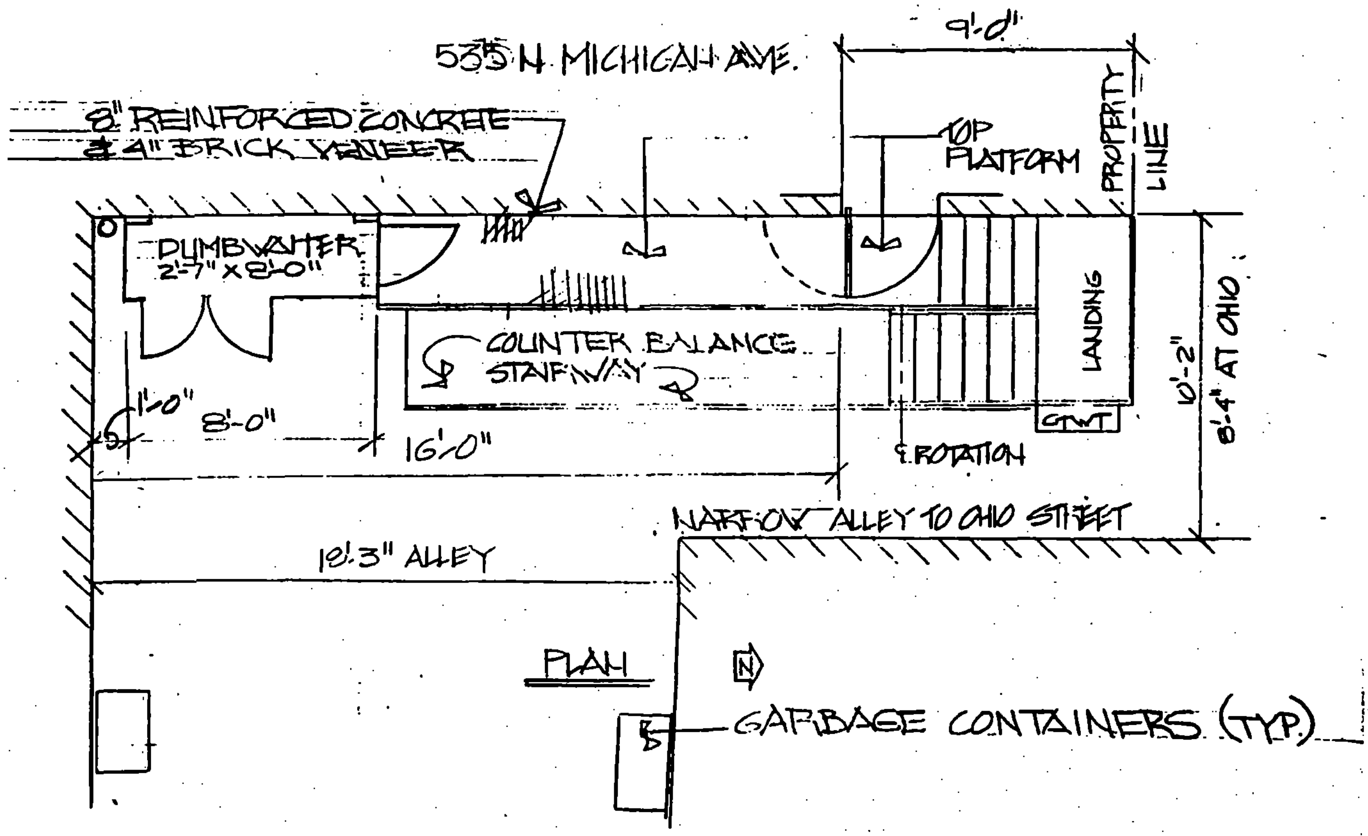
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 7109 of this Journal.]

Ordinance associated with this drawing printed on pages 7105 through 7108 of this Journal.



International Business Machines Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to International Business Machines Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use a vaulted area in the public right-of-way, under the sidewalk, adjacent to the premises known as 330 North Wabash Avenue. Said vault area is approximately one hundred twenty (120) feet in length by thirteen (13) feet in width for a total of one thousand five hundred sixty (1,560) square feet. Authority herein granted shall be for a period of five (5) years from and after September 12, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Four Hundred Ninety-four and no/100 Dollars ($3,494.00) 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 One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty days (30) 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 7113 of this Journal.]

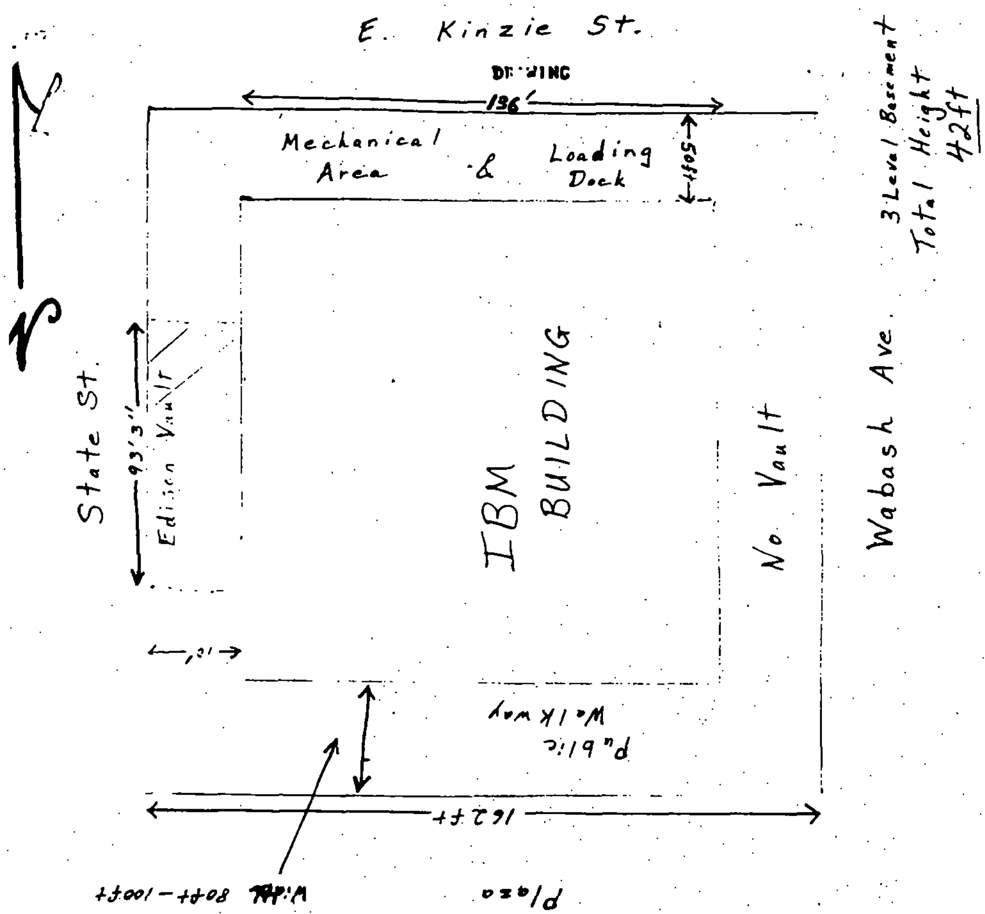
LaSalle National Bank, As Trustee, Under Trust Number 43094.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, as Trustee, under Trust Number 43094, upon the terms and subject to the conditions of this ordinance, to maintain two (2) interceptor manholes in the public right-of way adjacent to the premises at 945 West 38th Street. Said interceptor manholes shall be used for sampling and inspection of effluent. One manhole shall be located seventy-five (75) feet east of the easterly line of South Morgan Street in West 38th Street.

(Continued on page 7114)

Ordinance associated with this drawing printed on pages 7110 through 7112 of this Journal.



BUILDING MANAGER/ENGINEER: Chief Engineer - Raymond Sowinski PHONE: 923-8075

Assistant Chief Engineer Electrical - James J. Turner Phone: 923-8076

(Continued from page 7112)

One manhole shall be located one hundred three (103) feet north of the northerly line of West 38th Place. Authority herein given and granted shall be for a period of five (5) years from and after date of September 12, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

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 One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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 7117 of this Journal.]

Loyola University Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Loyola University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use five (5) kiosk signs adjacent to five (5) different locations:

Location No. 1 -- southwest corner of Baymhart Place and Pearson Street;

Location No. 2 -- southwest corner of North Rush Street and East Pearson Street;

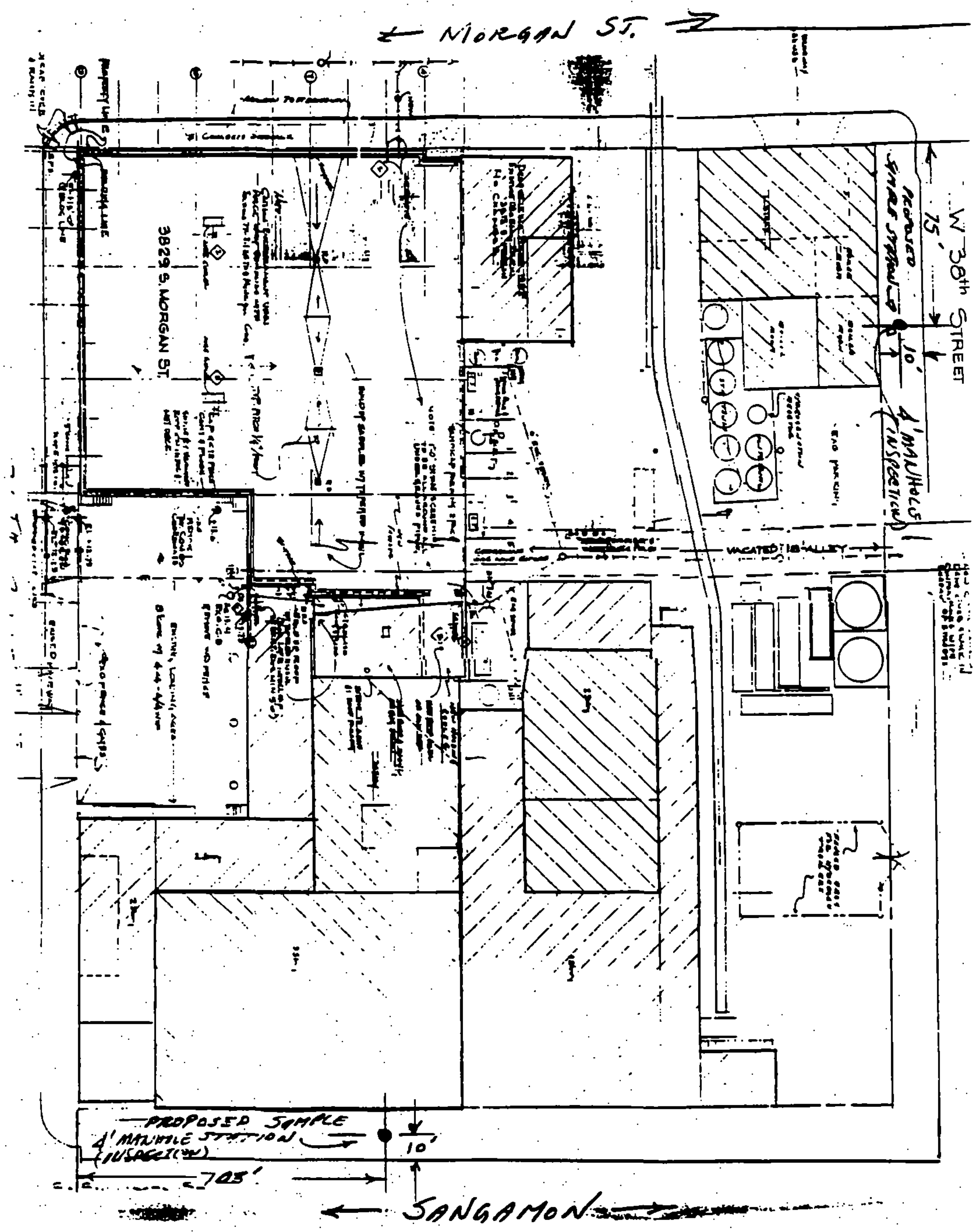
Location No. 3 -- northwest corner of East Chicago Avenue and North Wabash Avenue;

Location No. 4 -- southwest corner of North Wabash Avenue and East Pearson Street; and

Location No. 5 -- southwest corner of North State Street and West Pearson Street.

(Continued on page 7118)

Ordinance associated with this drawing printed on pages 7112 through 7116 of this Journal.



(Continued from page 7116)

Said kiosk signs shall be four (4) feet in length, four (4) feet in width, and having a depth of four (4) feet, for a total of sixteen (16) square feet at its base. 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 and no/100 Dollars ($1,500.00) 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 One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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 7121 of this Journal.]

Meyer Asset Management, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Meyer Asset Management, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a vaulted area under the public way, for storage, adjacent to the premises known as 203 North Wabash Avenue and described, as follows:

North Wabash Avenue:

Area is approximately one hundred forty-six (146) feet in length and twenty-three (23) feet in width.

East Lake Street:

Area is approximately seventy-two (72) feet in length and sixteen (16) feet in width.

(Continued on page 7122)

Ordinance associated with this drawing printed on pages 7116 through 7120 of this Journal.

(Continued from page 7120)

East/West Alley:

Area is approximately seventy-two (72) feet in length and sixteen (16) feet in width.

Authority herein granted shall be for a period of five (5) years from and after September 12, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eleven Thousand Three Hundred Twenty-four and no/100 Dollars ($11,324.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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 7125 of this Journal.]

The Orchestral Association.

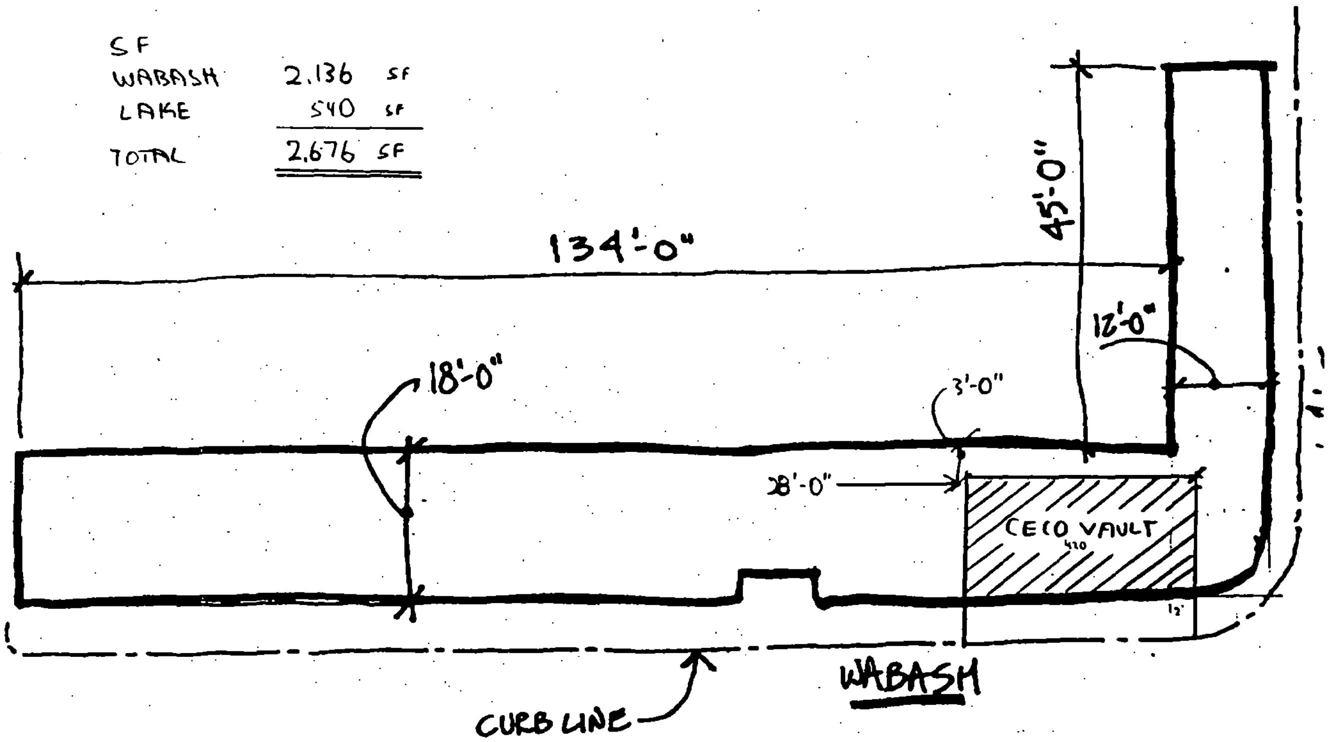
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to The Orchestral Association, upon the terms and subject to the conditions of this ordinance, to construct, install and maintain a below grade building foundation adjacent to the premises known as 220 South Michigan Avenue. A portion of the below grade building foundation will be located beneath the surface of the newly dedicated eighteen (18) foot east/west alley north of East Jackson Boulevard to wit: one hundred seventy-one point eighty two (171.82) feet in length and six point sixty-five (6.65) feet in width for a total of one thousand one hundred forty-two point sixty (1,142.60) square feet. This use of the public right-of-way is to facilitate the construction of an addition to Orchestral Hall west of the existing building. 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.

(Continued on page 7126)

Ordinance associated with this drawing printed on pages 7120 through 7124 of this Journal.



203 N. WABASH VAULTS
RRJ No: 08907.20

(Continued from page 7124)

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 way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The

Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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 7129 of this Journal.]

Peterson Bank.

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

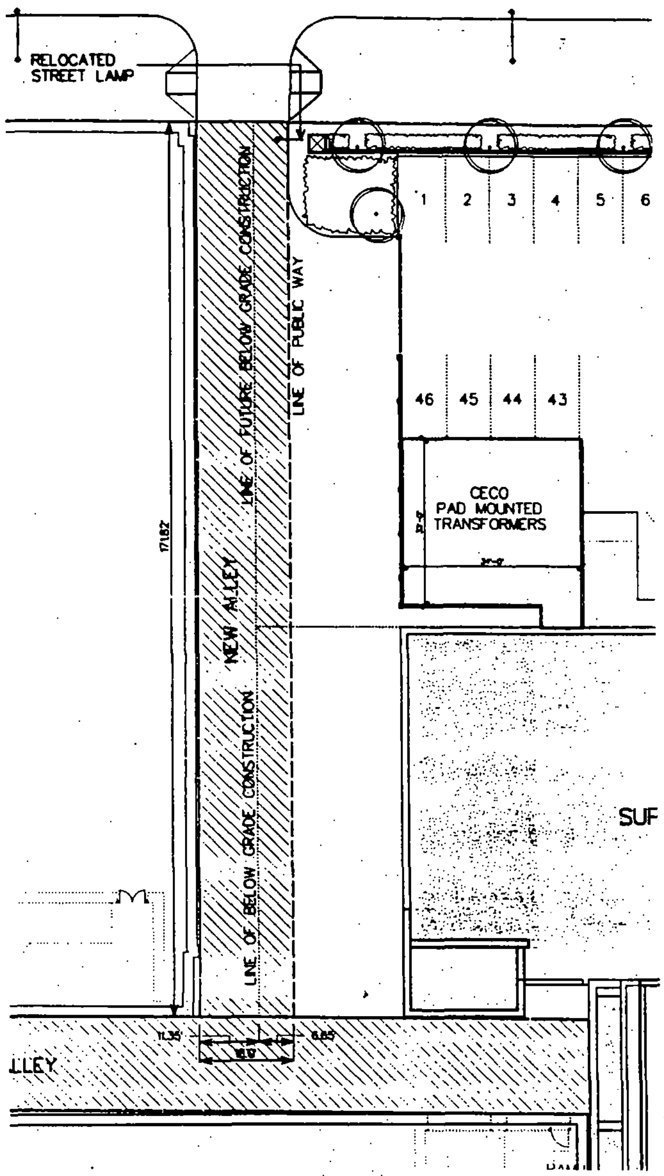
SECTION 1. Permission and authority are hereby given and granted to Peterson Bank, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) four (4) inch conduits, carrying telephone cable under and across North Jersey Avenue commencing at a point on the east line of North Jersey Avenue, thence running under and across the north fifty-eight (58) feet north of the north line of West Peterson Avenue. Said conduits are six (6) inches in height, twelve (12) inches in width and are located not less than two and one-half ($2\frac{1}{2}$) feet below street grade at this location. Authority granted for a period of five (5) years from and after September 10, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 Dollars ($216.00) per annum, in advance. In case of

(Continued on page 7130)

Ordinance associated with this drawing printed on pages 7124 through 7128 of this Journal.



(Continued from page 7128)

termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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.

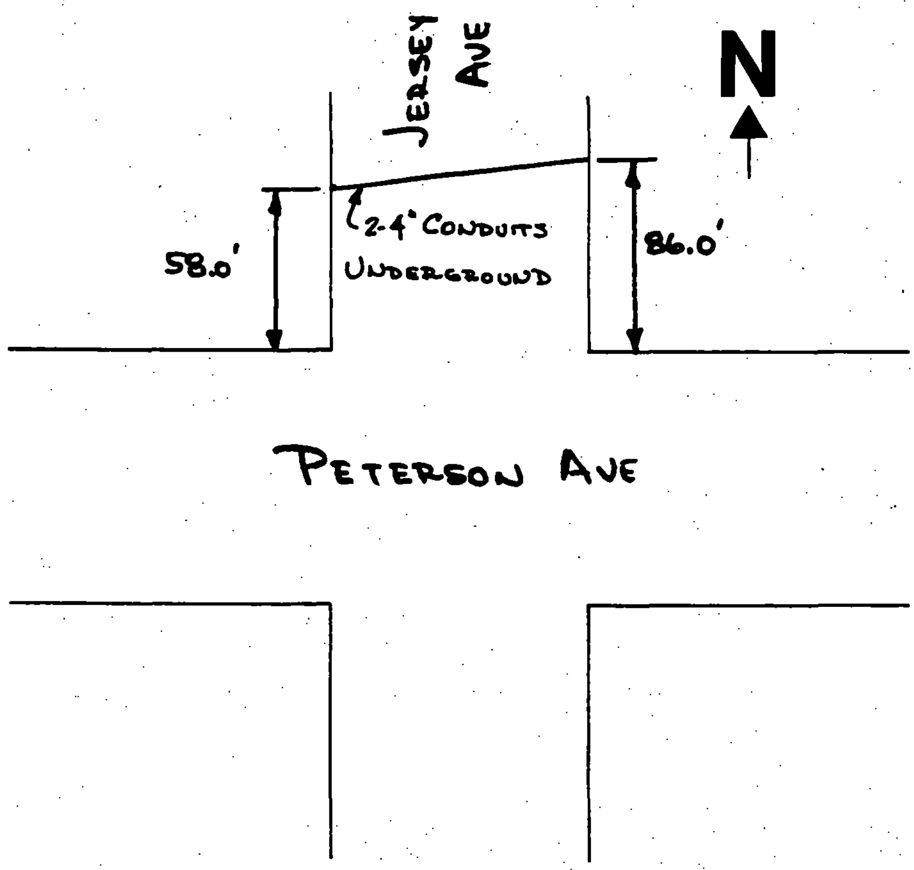
SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

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 7132 of this Journal.]

Ordinance associated with this drawing printed on pages 7128 through 7131 of this Journal.

Show here a diagram of lot and buildings with dimensions and the name or names of adjoining public ways.



DO NOT WRITE BELOW THIS SPACE FOR OFFICE USE ONLY

NAME OF APPLICANT: __________

NAME OF CORPORATION AS PER CORPORATION BOOK __________

PAGE __________

The Concord Restaurant, Inc. (Doing Business As Sidekicks).

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

SECTION 1. Permission and authority are hereby given and granted to The Concord Restaurant, Inc., doing business as Sidekicks, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a dumpster ramp adjacent to the premises known as 4420 -- 4430 West Montrose Avenue. Said ramp shall be thirteen (13) feet, six (6) inches in length and seven (7) feet in width. Ramp shall be used to roll three (3) dumpsters to the truck for unloading, as per plans approved by the Department of Transportation. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of 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 One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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 7136 of this Journal.]

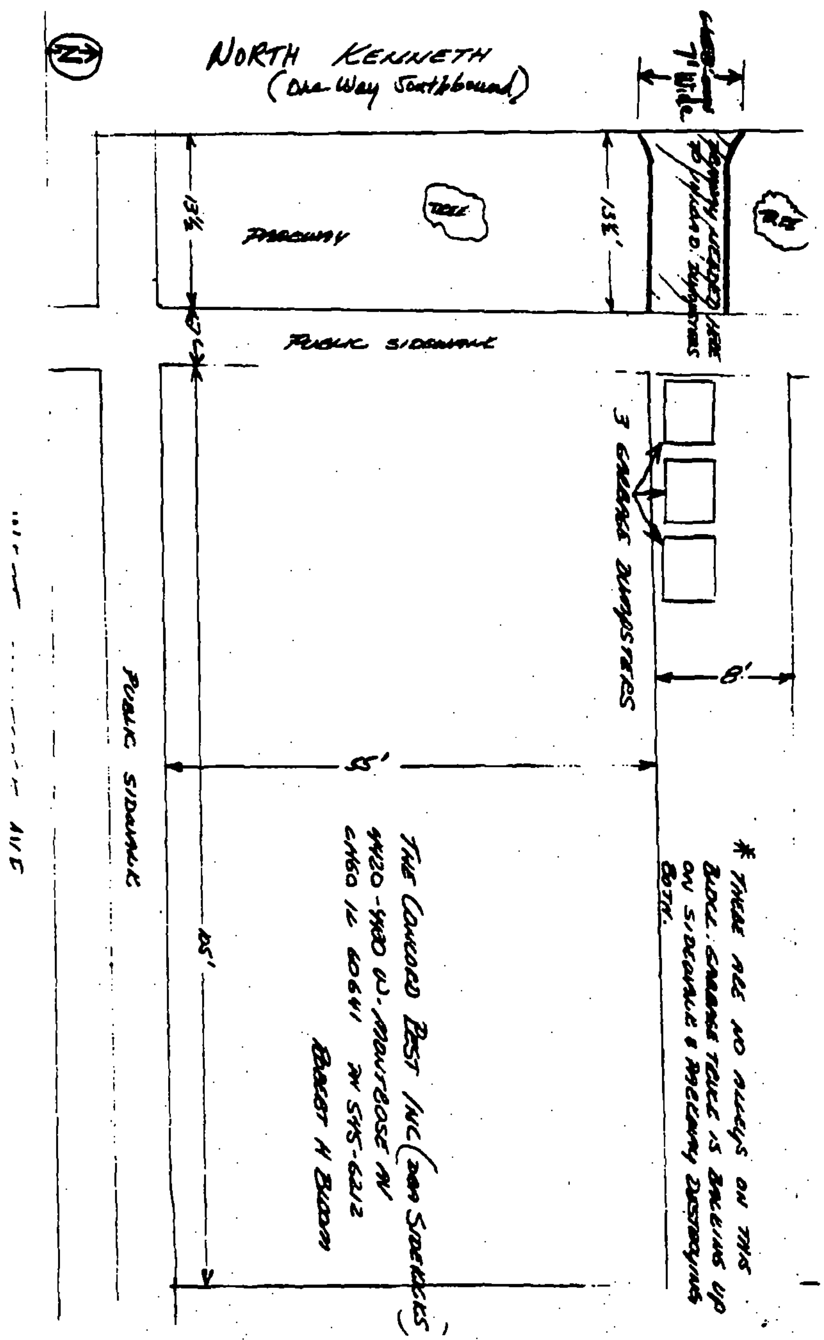
Mr. Antonio Torres.

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

SECTION 1. Permission and authority are hereby given and granted to Antonio Torres, upon the terms and subject to the conditions of this ordinance, to maintain and use a fire escape over the public way adjacent to the premises located at 1729 West 17th Street. Said fire escape shall be nineteen (19) feet in length and three (3) feet in width, and shall extend from the second-story to the ground level. Authority herein granted shall be for a period of five (5) years after September 12, 1995.

(Continued on page 7137)

Ordinance associated with this drawing printed on pages 7133 through 7135 of this Journal.



(Continued from page 7135)

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 One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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 7140 of this Journal.]

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830 Diversey Associates.

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

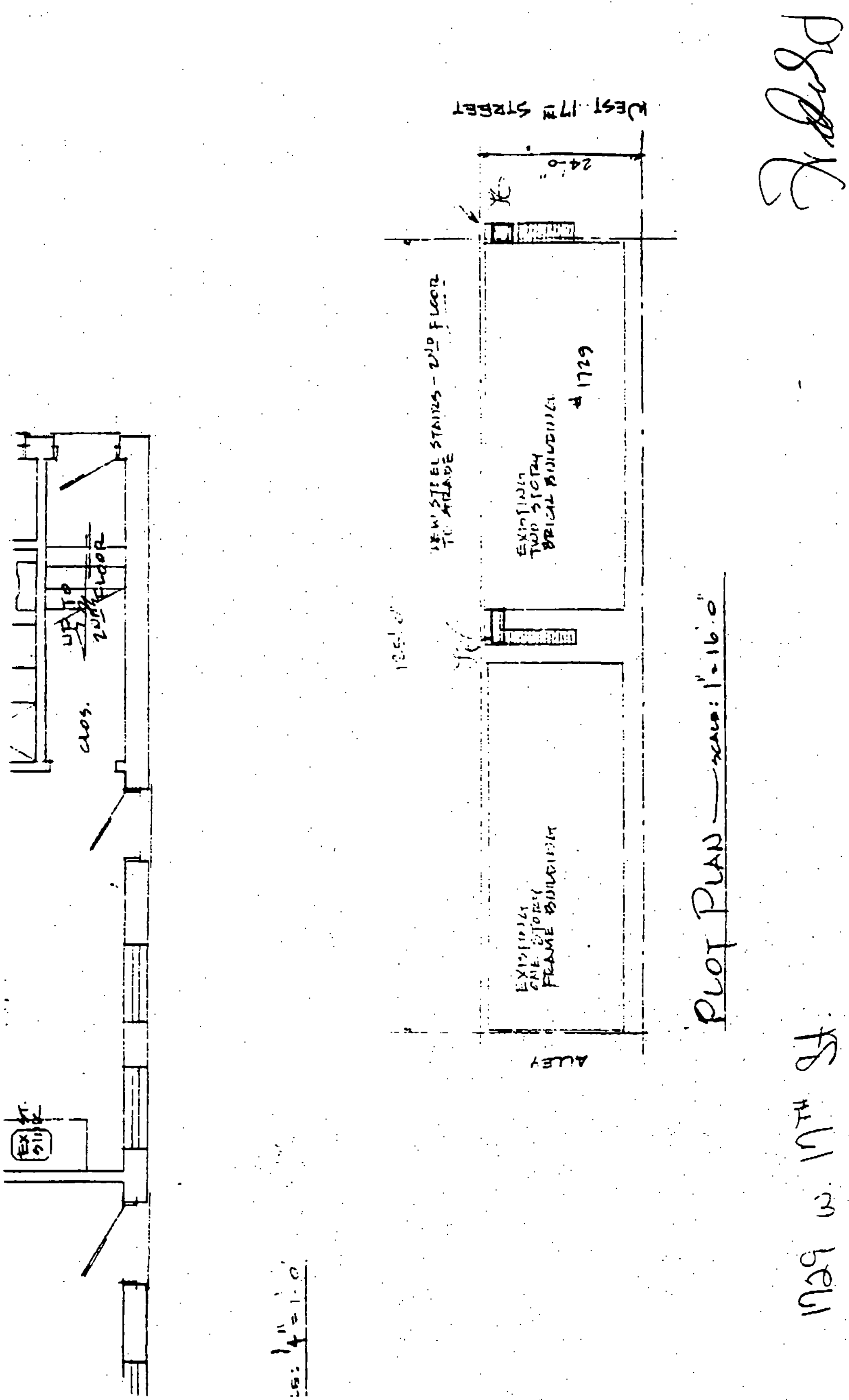
SECTION 1. Permission and authority are hereby given and granted to 830 Diversey Associates, upon the terms and subject to the conditions of this ordinance to construct, maintain and use a free standing outdoor directory on the public way adjacent to the premises at 830 West Diversey Parkway. Said privilege shall be six (6) feet, six (6) inches in height above grade and shall occupy a total of ten (10) square feet on the public way. Authority herein 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.

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

(Continued on page 7141)

Ordinance associated with this drawing printed on pages 7135 through 7139 of this Journal.



(Continued from page 7139)

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 One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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.

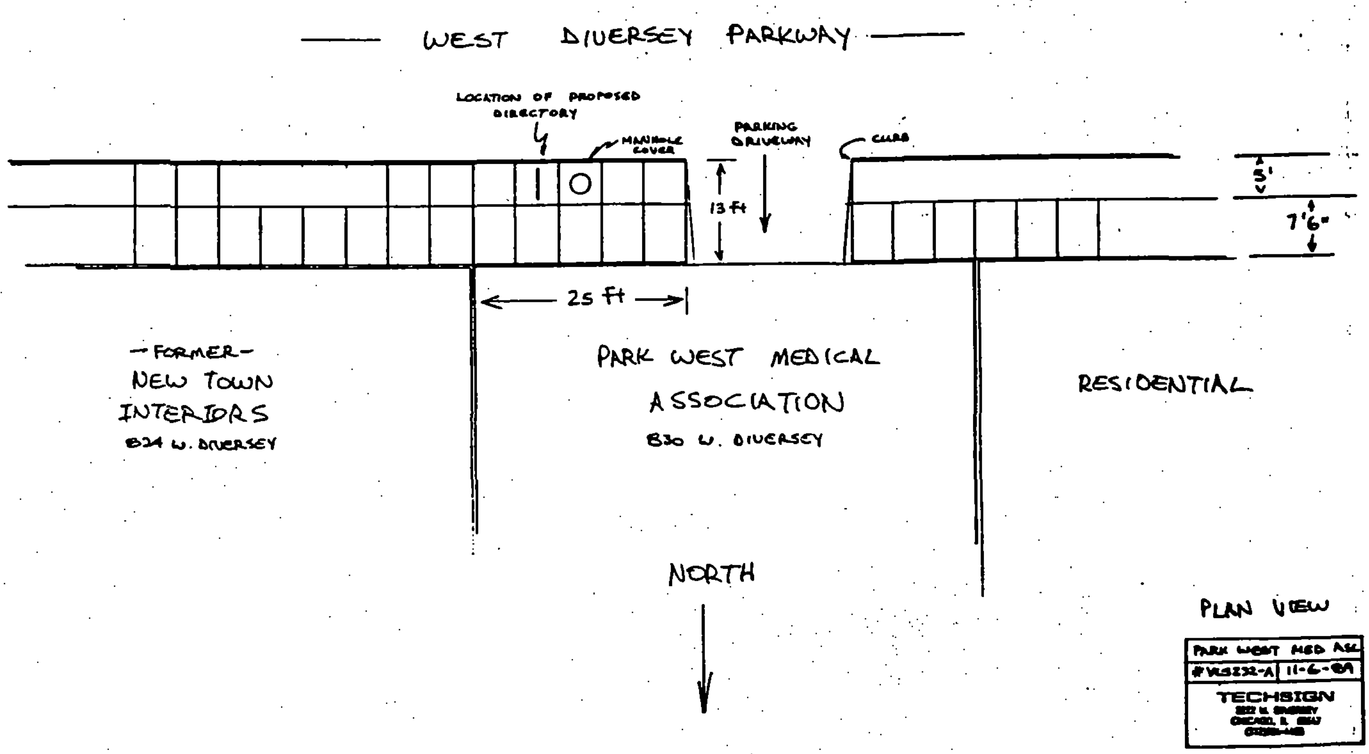
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, 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 7143 of this Journal.]

Ordinance associated with this drawing printed on pages 7139 through 7142 of this Journal.



AUTHORIZATION FOR GRANT OF PRIVILEGE TO COLUMBIA COLLEGE TO MAINTAIN AND USE VENTILATION PIPE ADJACENT TO 731 SOUTH PLYMOUTH COURT.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 ordinance transmitted herewith (referred on August 2, 1995) for a grant of privilege in the public way to Columbia College to maintain and use as now constructed a black iron pipe to be used for ventilation purposes affixed to the east side of the building located at 731 South Plymouth Court.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote. Alderman Huels excluded himself from voting in accordance with Rule 14.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Alderman Huels was excused 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. Permission and authority are hereby given and granted to Columbia College, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a black iron pipe, to be used for ventilation purposes, affixed to the east side of the building known as 731 South Plymouth Court, starting at a height of approximately twenty (20) feet above the public way, proceeding to the roof area, and measuring approximately two (2) feet by two (2) feet. Authority herein granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is 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 Ninety and no/100 Dollars ($390.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the

Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than One Million and no/100 Dollars ($1,000,000.00) Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The 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 thirty (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 7148 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

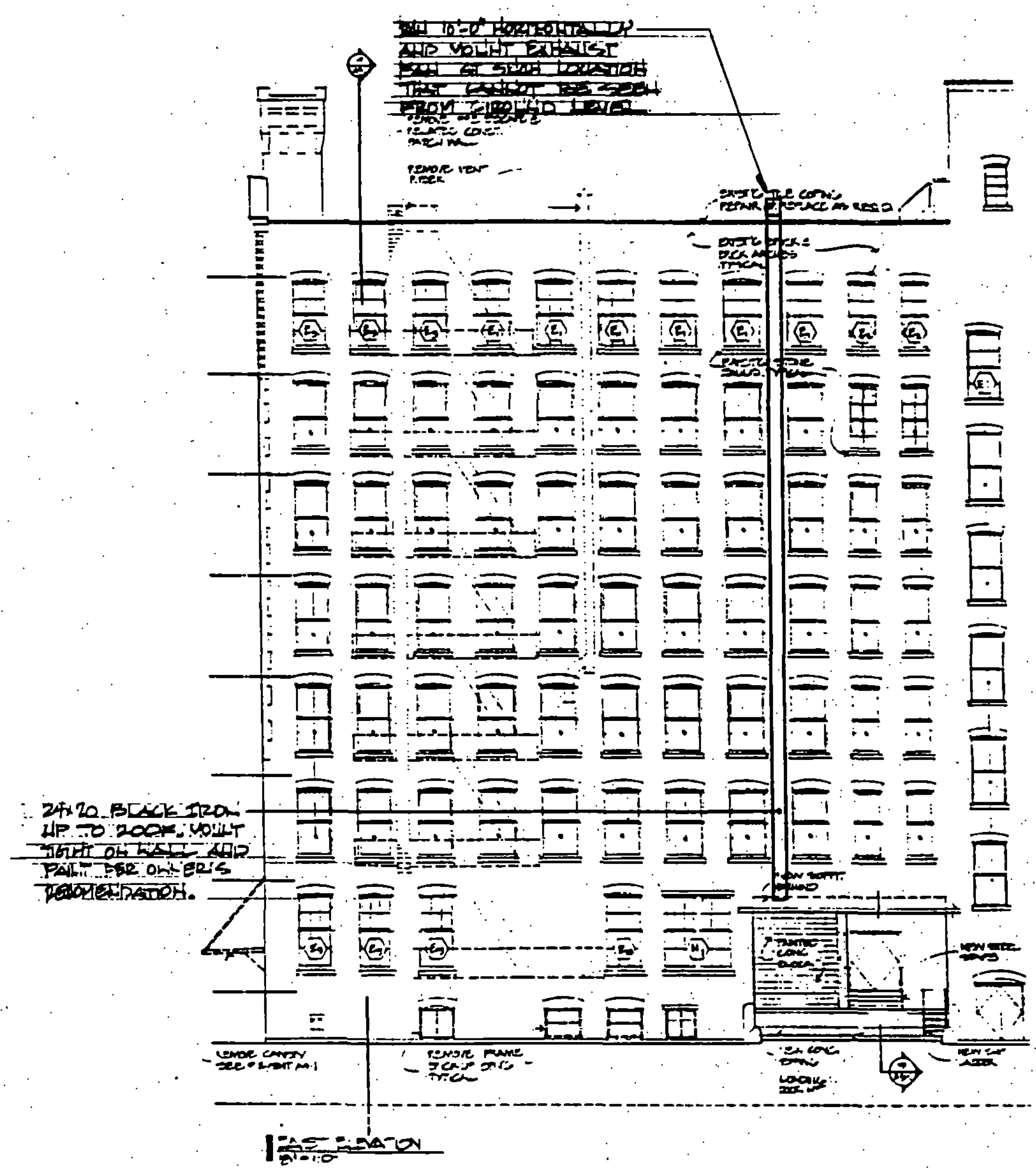
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 11, 1995.

To the President and Members of the City Council:

(Continued on page 7149)

Ordinance associated with this drawing printed on pages 7145 through 7147 of this Journal.



(Continued from page 7147)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on August 2, 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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):

Delaware Towers, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Delaware Towers, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 25 East Delaware Place for a period of three (3) years from and after September 26, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division

Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighteen (18) feet in length, nor twenty (20) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Evergreen Plaza Associates: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Evergreen Plaza Associates ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2343 West 95th Street and 9501 South Western Avenue for a period of three (3) years from and after September 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 one hundred forty-three (143) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Sixty-eight and no/100 Dollars ($168.00) 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.

Gladstone Park Bakery, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Gladstone Park Bakery, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5742 -- 5744 North Milwaukee Avenue for a period of three (3) years from and after September 23, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifty (50) 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 One Hundred Seventy-five and no/100 Dollars ($175.00) 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.

New Asia Bank: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to New Asia Bank ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4928 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 sixty-two (62) feet in length, nor thirty-six (36) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-seven and no/100 Dollars ($87.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Northwestern Memorial Hospital: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Northwestern Memorial Hospital ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 221 East Huron Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at thirty-two (32) feet, one (1) at twenty-three (23) feet and two (2) at twenty-four (24) feet, respectively, in length, nor one (1) at twenty (20) feet and three (3) at sixteen (16) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Seven and no/100 Dollars ($107.00) 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.

Potbelly Sandwich Works: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Potbelly Sandwich Works ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at

2262 North Lincoln Avenue for a period of three (3) years from and after August 31, 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 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.

Rush Oak Limited Partnership: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Rush Oak Limited Partnership, an Illinois limited partnership, ("Permittee") to construct, maintain and use ten (10) canopies over the public way attached to the structure located at 25 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 canopies shall not exceed ten (10) at thirteen (13) feet, respectively, in length, nor ten (10) at four (4) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Five Hundred and no/100 Dollars ($500.00) 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.

Saga Launder-Bar & Cafe, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Saga Launder-Bar & Cafe, Inc. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 3435 North Southport 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 forty-six (46) feet and one (1) at thirty-three (33) feet, respectively, in length, nor two (2) at eighteen (18) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Four and no/100 Dollars ($104.00) 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.

The School Of The Art Institute: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The School Of The Art Institute ("Permittee") to construct, maintain and use five (5) canopies over the public way attached to the structure located at 112 South Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed three (3) at nine (9) feet and two (2) at three (3) feet, respectively, in length, nor three (3) at six (6) feet, two (2) inches and 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 Two Hundred Fifty and no/100 Dollars ($250.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Louis Ekonomakis (Doing Business As Sunshine Cleaners): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mr. Louis Ekonomakis, doing business as Sunshine Cleaners ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1443 North Wells 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 eighteen (18) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Tania's Liquors: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Tania's Liquors ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2659 North Milwaukee Avenue for a period of three (3) years from and after September 22, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ten (10) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Ms. Jennie Ogata (Doing Business As Triangle Camera): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Ms. Jennie Ogata, doing business as Triangle Camera ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3445 North Broadway for a period of three (3) years from and after July 28, 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 eight and one half ($8\frac{1}{2}$) 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.

Mr. Dean Vosnos: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mr. Dean Vosnos ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4105 West Montrose Avenue for a period of three (3) years from and after September 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 one hundred thirty-five (135) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Forty and no/100 Dollars ($140.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

White Hen Pantry, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to White Hen Pantry, Inc. ("Permittee") to construct, maintain and use nine (9) canopies over the public way attached to the structure located at 3101 North Broadway for a period of three (3) years from and after September 16, 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 fourteen (14) feet, respectively, in length, nor four (4) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty-one and no/100 Dollars ($151.00) 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.

Zephyr Ice Cream Shop: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Zephyr Ice Cream Shop ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1767 West Wilson Avenue for a period of three (3) years from and after September 15, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed forty (40) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-five and no/100 Dollars ($65.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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, September 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 August 2, 1995) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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):

Bagel Bros. Bakery & Deli.

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

SECTION 1. Permission and authority are hereby given and granted to Bagel Bros. Bakery & Deli, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 565 West Diversey Parkway. Said sidewalk cafe area No. 1 shall be eighteen (18) feet in length and seven (7) feet in width, for a total of one hundred twenty-six (126) square feet along West Diversey Parkway and said cafe area No. 2 shall be fifty (50) feet in length and seven (7) feet in width, for a total of three hundred fifty (350) square feet along North Lehmann Court. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 9:00 P.M.

Compensation: $666.00/Seating: 20.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 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 One Million and no/100 Dollars ($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 thirty (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.

Bon Appetit Mgmt.

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

SECTION 1. Permission and authority are hereby given and granted to Bon Appetit Mgmt., 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 820 North Michigan Avenue. Said sidewalk cafe area shall be thirty-six (36) feet in length and eight (8) feet, four (4) inches in width, for a total of three hundred two (302) square feet and shall begin six (6) feet from the face of the curb/building line along the southeast corner of East Pearson Street and North Rush Street.

The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 8:00 A.M. to 10:30 P.M.
Friday and Saturday, 8:00 A.M. to 7:00 P.M.
Sunday, 12:00 Noon to 9:00 P.M.

Compensation: $1,172.00/Seating: 18.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

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 One Million and no/100 Dollars ($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 thirty (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.

Palmer's Steak & Seafood House.

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

SECTION 1. Permission and authority are hereby given and granted to Palmer's Steak & Seafood House, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 17 East Monroe Street. Said sidewalk cafe area shall be fifty-two (52) feet in length and nineteen (19) feet in width, for a total of nine hundred eighty-eight (988) square feet and shall begin six (6) feet from the face of the curb/building line along North Wabash Avenue, between East Monroe Street and East Adams Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 10:00 P.M.
Saturday and Sunday, 5:00 P.M. to 10:00 P.M.

Compensation: $3,833.00/Seating: 68.

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 One Million and no/100 Dollars ($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 thirty (30) days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH MUSEUM OF CONTEMPORARY ART FOR SEWER PROJECT ADJACENT TO 220 EAST CHICAGO AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 the Commissioner of Sewers to execute an agreement between the Museum of Contemporary Art and the City of Chicago for the lining of a sewer main under the property located at 220 East Chicago Avenue in the 42nd Ward. This ordinance was referred to the committee on September 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 May 9, 1990, the Museum of Contemporary Art, an Illinois not-for-profit corporation ("Museum"), executed a lease agreement with the State of Illinois Department of Conservation pursuant to which the Department leased to the Museum for ninety-nine (99) years the property formerly known as the Chicago Armory Property, located at 220 East Chicago Avenue, Chicago, Illinois ("Property"); and

WHEREAS, The Museum of Contemporary Art ("Museum") is undertaking the construction of a new art museum building and grounds, including an open air sculpture garden, on the Property ("Museum's Project"); and

WHEREAS, The City of Chicago owns and operates a fifty-four (54) inch sewer main located beneath the Property ("Sewer"), which is in need of repair and replacement at some future date; and

WHEREAS, The City has proposed to improve the Sewer by lining it with a resin impregnated flexible liner ("Sewer Project"); and

WHEREAS, The Sewer Project would benefit both the City and the Museum by reducing the likelihood of a repair or reconstruction of the Sewer using "open cut" methods that would significantly disrupt the improvement and maintenance of the sculpture garden feature of the Museum's Project; and

WHEREAS, The Museum and the City desire to enter into an agreement that would provide for the City's construction of the Sewer Project, an appointment of costs of the Sewer Project, and the execution of an express grant of an easement for the Sewer; and

WHEREAS, The City of Chicago is a home rule municipality pursuant to Article VII, Section 6(a) 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. The Commissioner of Sewers is hereby authorized to execute an Agreement for Construction of Sewer Project, Apportionment of Costs, and Grant of Easement with terms and conditions which are substantially in accordance with those set forth in Exhibit A which is attached and is hereby incorporated, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall be in effect upon its passage and approval in accordance with law.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Terms And Conditions.

The City shall undertake the Sewer Project which consists of work necessary for the lining of approximately two hundred forty-two (242) feet of a fifty-four (54) inch brick main sewer line extending north from the manhole in East Chicago Avenue located immediately adjacent to the Museum's new facility at 220 East Chicago Avenue. The lining is a resin impregnated flexible liner and will be installed in accordance with the City of Chicago Department of Sewers, Sewer Lining Program, Part 1 Specifications.

The Museum shall pay one-half of the City's cost in completing the Sewer Project, but in no event shall the Museum be required to pay the City more than Forty-six Thousand and no/100 Dollars ($46,000.00) for the Sewer Project. The City shall pay all of its remaining costs of the Sewer Project. The Museum shall grant the City a temporary right of entry in and to its property to perform the work. Upon substantial completion of the work, the Museum shall execute and deliver to the Department of Sewers an express easement setting forth the terms and conditions of the City's easement and right-of-way for the Sewer, including an agreed limitation upon construction within the easement area and a limitation of the City's obligation to restore the property to that imposed in the normal restoration of a street sewer project.

APPROVAL OF PLAT OF GLEN LAKE CONDOMINIUMS-PHASE II ON PORTION OF NORTH NATCHEZ AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 Superintendent of Maps to approve a proposed plat of Glen Lake Condominiums-Phase II on the westerly side of North Natchez Avenue, between West Berteau Avenue and West Warner Avenue. This ordinance was referred to the committee on August 2, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Glen Lake Condominiums-Phase II having frontage of two hundred forty-eight point sixty-six (248.66) feet on the westerly side of North Natchez Avenue as proposed and shown on the Glen Lake Subdivision between West Berteau Avenue and West Warner Avenue in said Glen Lake Condominiums

Subdivision, when the necessary certificates are shown on said plat for the Dunning Development L.L.C. (File No. 18-38-95-1970).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

APPROVAL OF PLAT OF JADE GARDEN UNIT II IN AREA GENERALLY BOUNDED BY SOUTH STEWART AVENUE, WEST CERMAK ROAD AND SOUTH PRINCETON AVENUE AND PROVIDING FOR DEDICATION OF PORTIONS OF SOUTH PRINCETON AVENUE AND SOUTH TAN COURT.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 Superintendent of Maps to approve a proposed plat of Jade Garden Unit II on the east line of South Stewart Avenue, on the north line of West Cermak Road and the southwest line of South Princeton Avenue; also providing for the dedication of South Princeton Avenue and South Tan Court. This ordinance was referred to the committee on August 2, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Jade Garden Unit II, having a frontage of 390.13 feet on the east line of South Stewart Avenue; having a frontage of 452.26 feet on the north line of West Cermak Road, and having a frontage of 441.35 feet on the southwesterly line of South Princeton Avenue; and providing for the dedication of South Princeton Avenue and South Tan Court as shown on the attached plat, when the necessary certificates are shown on said plat for the Jade Garden Limited Partnership and the Chinese American Development Corporation. (File No. 21-25-95-1971).

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

[Drawing referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST EVERGREEN AVENUE, WEST POTOMAC AVENUE, NORTH HOYNE AVENUE AND NORTH DAMEN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 the north/south eighteen (18) foot public alley west of North Damen Avenue, in the block bounded by West Evergreen Avenue, West Potomac Avenue, North Hoyne Avenue and North Damen Avenue. This ordinance was referred to the committee on September 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 the public alley described in the following ordinance; now, therefore,

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

SECTION 1. All that part of the north/south 16-foot public alley lying west of the west line of Lots 1, 2, 3, 4 and 5 in Block 2 in Baird and Bradley's Subdivision of the north 4 acres of the west 10 acres of the south 25 acres of the west half of the northeast quarter of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, also part of the east 20 acres of the south 25 acres of the east half of the northwest quarter of said Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, lying south of a line drawn from the northwest corner of Lot 1 in Block 2 in Baird and Bradley's Subdivision aforesaid, to the northeast corner of Lot 6 in Block 2 in Baird and Bradley's Subdivision aforesaid, lying east of the east line of Lot 6 in Block 2 in Baird and Bradley's Subdivision aforesaid, and which lies north of a line drawn from the southwest corner of Lot 5 in Block 2 in Baird and Bradley's Subdivision aforesaid, to the southeast corner of Lot 6 in Block 2 in Baird and Bradley's Subdivision aforesaid, all in Cook County, Illinois, said public alley herein vacated being further described as the first north/south 16-foot public alley west of North Damen Avenue in the block bounded by West Evergreen Avenue, West Potomac Avenue, North Hoyne Avenue and North Damen Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along the public alley as herein vacated with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust No. 1100911 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public street hereby vacated, the sum of Forty-two Thousand Four Hundred and no/100 Dollars ($42,400.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred twenty (120) days after passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the north/south 16 foot public alley hereby vacated, similar to the sidewalk and curb in West Potomac Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance the Chicago Title And Trust Company, As Trustee, Trust No. 1100911 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 7180 of this Journal.]

VACATION OF REMAINING PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST 12TH PLACE, WEST 13TH PLACE, SOUTH ST. LOUIS AVENUE AND SOUTH HOMAN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 all of the remaining east/west 20-foot public alley together with all of the north/south 16-foot public alley in the block bounded by West 12th Place, West 13th Place, South St. Louis Avenue and South Homan Avenue. This ordinance was referred to the committee on September 11, 1995.

(Continued on page 7181)

Ordinance associated with this drawing printed on pages 7178 through 7179 of this Journal.

"A"

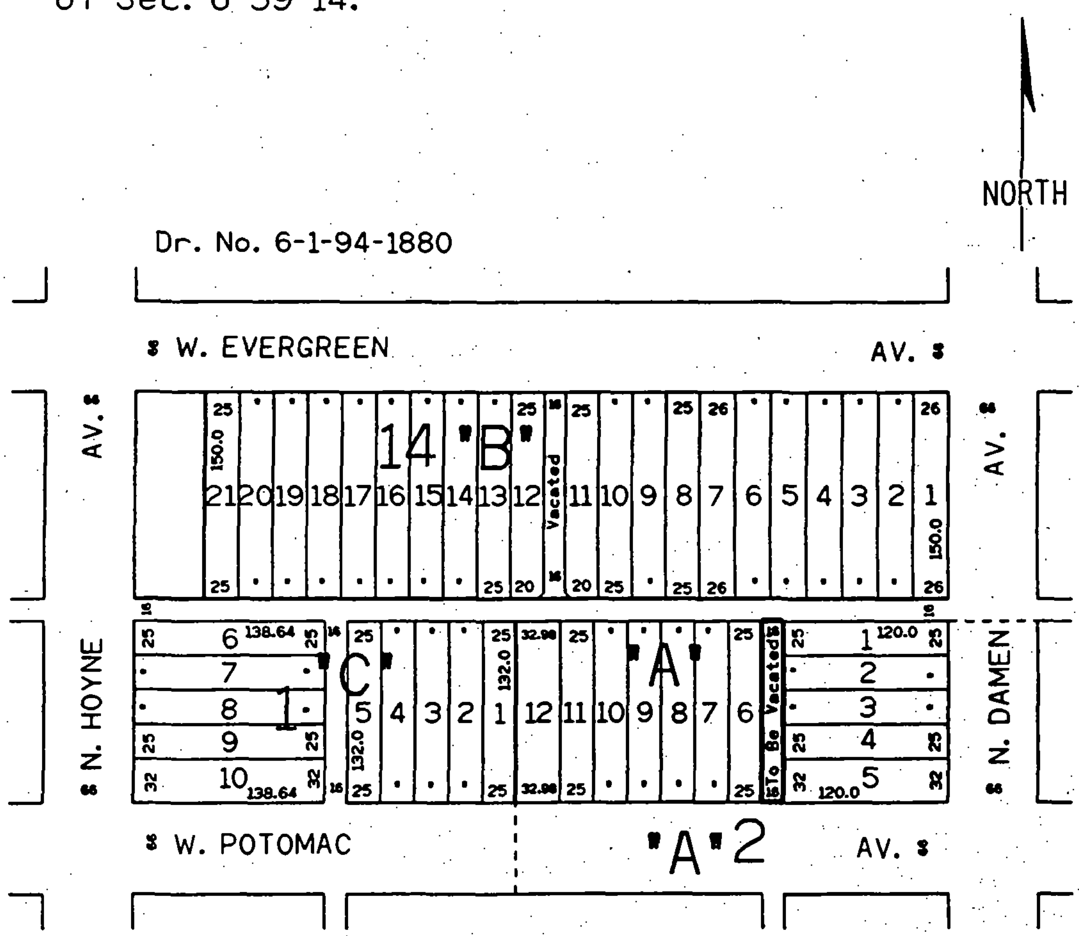
Baird and Bradley's Sub. of the N. 4 Acres of the W. 10 Acres of the S. 25 Acres of the W. 1/2 of the N.E. 1/4 of Sec. 6-39-14 also part of the E. 20 Acres of the S. 25 Acres of the E. 1/2 of the N.W. 1/4 of said Sec. 6-39-14.

"B"

D. S. Lee's Addition to Chicago in Sec. 6-39-14.

"C"

Adam Och's Addition to Chicago in the N.W. 1/4 of Sec. 6-39-14.



(Continued from page 7179)

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 the public alley and part of the public alley described in the following ordinance; now, therefore,

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

SECTION 1. All of the remaining east/west 20 foot public alley lying south of the south line of Lots 13 to 24, both inclusive, lying north of the north line of Lots 25 to 36, both inclusive, lying east of a line drawn from the southwest corner of Lot 24 to the northwest corner of Lot 25 and lying west of the west line of the vacated east/west 20 foot public alley, vacated by ordinance approved by the City Council of the City of Chicago, June 28, 1915 and recorded July 15, 1915 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 5672543 being described in said ordinance as "all that part of the east and west 20 foot public alley south of and adjoining the south line of Lots 12 and 13, [excepting therefrom the west 16 feet of said Lot 13]," said west line being more particularly described as the southerly extension of the east line of the west 16 feet of said Lot 13, all in Block 4 in D.S. Goodwin's Plat of the northwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian;

Also

all of the north/south 16 foot open alley, opened for use as a public alley and being described in said ordinance approved by the City Council of the City of Chicago, June 28, 1915 and recorded July 15, 1915 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 5672543 as "the west 16 feet of Lot 13, Block 4, D.S. Goodwin's Subdivision aforementioned", all in Cook County, Illinois, said public alley and part of public alley herein being further described as all of the remaining east/west 20 foot public alley together with all of the north/south 16 foot public alley in the block bounded by West 12th Place, West 13th Place, South St. Louis Avenue and South Homan 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 same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves all of the east/west 20 foot public alley 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 the east/west 20 foot public alley 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 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 one hundred eighty (180) days after the passage of this ordinance, the City Of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 7184 of this Journal.]

TIME EXTENSION GRANTED FOR VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST 47TH PLACE, WEST 48TH STREET, SOUTH WESTERN AVENUE AND SOUTH CAMPBELL AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 requesting a time extension for a vacation originally passed by the City Council on November 2, 1994, pages 58742 -- 58746 of the Council Journal of Proceedings. Said ordinance vacates that part of the north/south 16 foot public alley lying between West 48th Street and the east/west 16 foot public alley in the block bounded by West 47th Place, West 48th Street, South Western Avenue and South Campbell Avenue. This ordinance was referred to the committee on September 11, 1995.

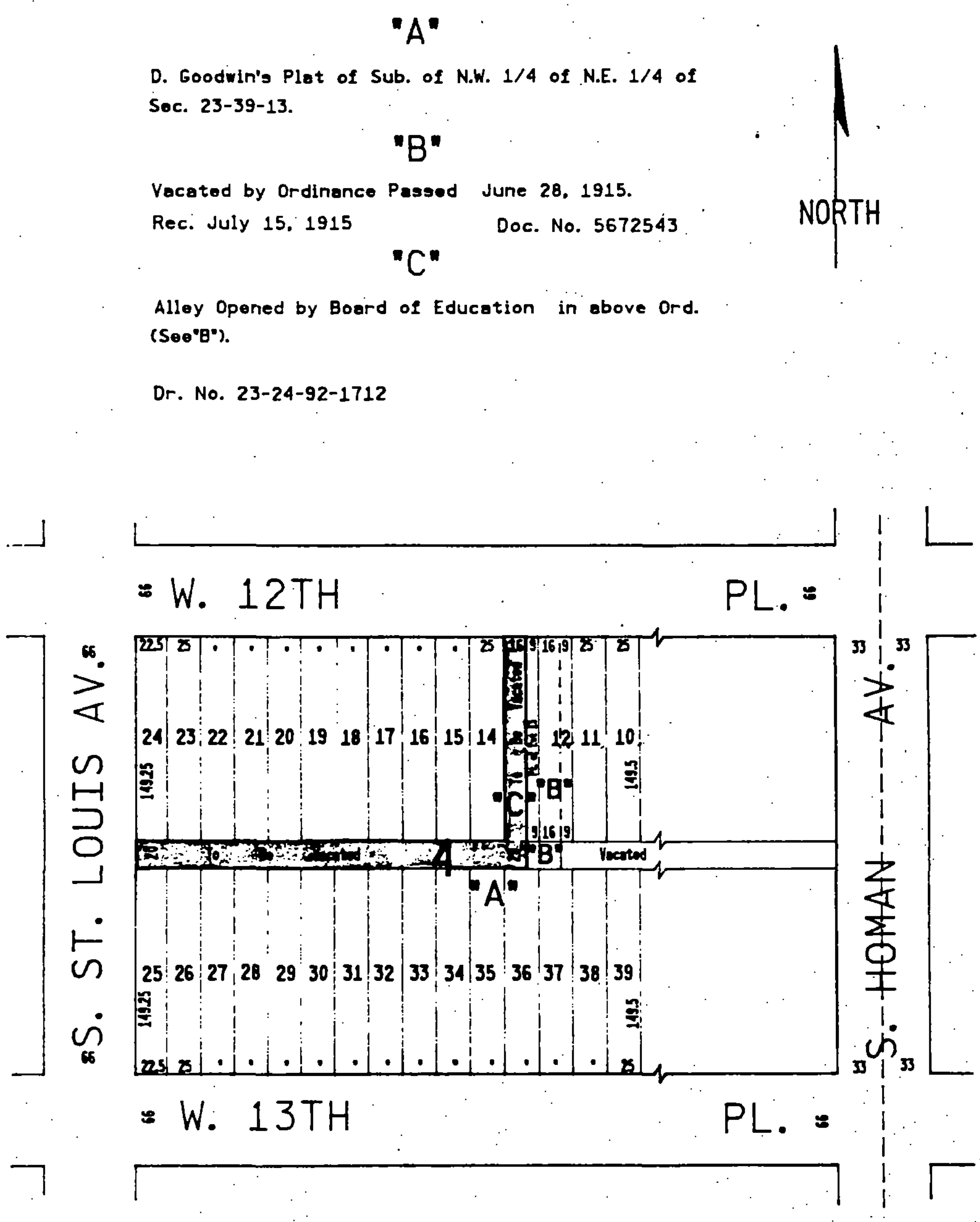
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 7185)

Ordinance associated with this drawing printed on pages 7181 through 7183 of this Journal.



(Continued from page 7183)

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council November 2, 1994, appearing on pages 58742 -- 58746 of the Journal of the Proceedings of said date, providing for "Vacation of Portion of Public Alley in Block Bounded By West 47th Place, South Western Avenue, West 48th Street and South Campbell Avenue"; and

WHEREAS, Said ordinance was not recorded within the one hundred eighty (180) day time period as provided in the ordinance; and

WHEREAS, The City Council desires to extend such period; and

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many industrial firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truck loading areas, or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by expanding the City's property tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, Hendrickson Spring is a firm employing two hundred twenty-one (221) persons in the production of truck and trailer springs at 2441 West 48th Street; and

WHEREAS, Hendrickson Spring is a division of The Boler Company, the owner of the above referenced property; and

WHEREAS, Hendrickson Spring proposes to limit the use of the public alley to be vacated herein for such manufacturing purposes and other such uses which are reasonably necessary therefore; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of the public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north/south 16-foot public alley lying west of the west line of Lots 6 to 10, both inclusive, lying east of the east line of Lot 11; lying south of the easterly extension of the north line of Lot 11; and lying north of a line drawn from the southwest corner of Lot 10 to the southeast corner of Lot 11 all in Karel V. Janovsky's Subdivision of the south half of the northeast quarter of the northeast quarter of the northeast quarter of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian; said part of public alley herein vacated being further described as that part of the north/south 16-foot public alley lying between West 48th Street and the east/west 16-foot public alley in the block bounded by West 47th Place, South Western Avenue, West 48th Street and South Campbell Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Ameritech, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services, under, over, and along the part of public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, The Boler Company shall deposit in the City treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns across the entrance to the public alley hereby vacated, similar to the sidewalk and curb in West 48th Street, between South Western Avenue and South Campbell Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

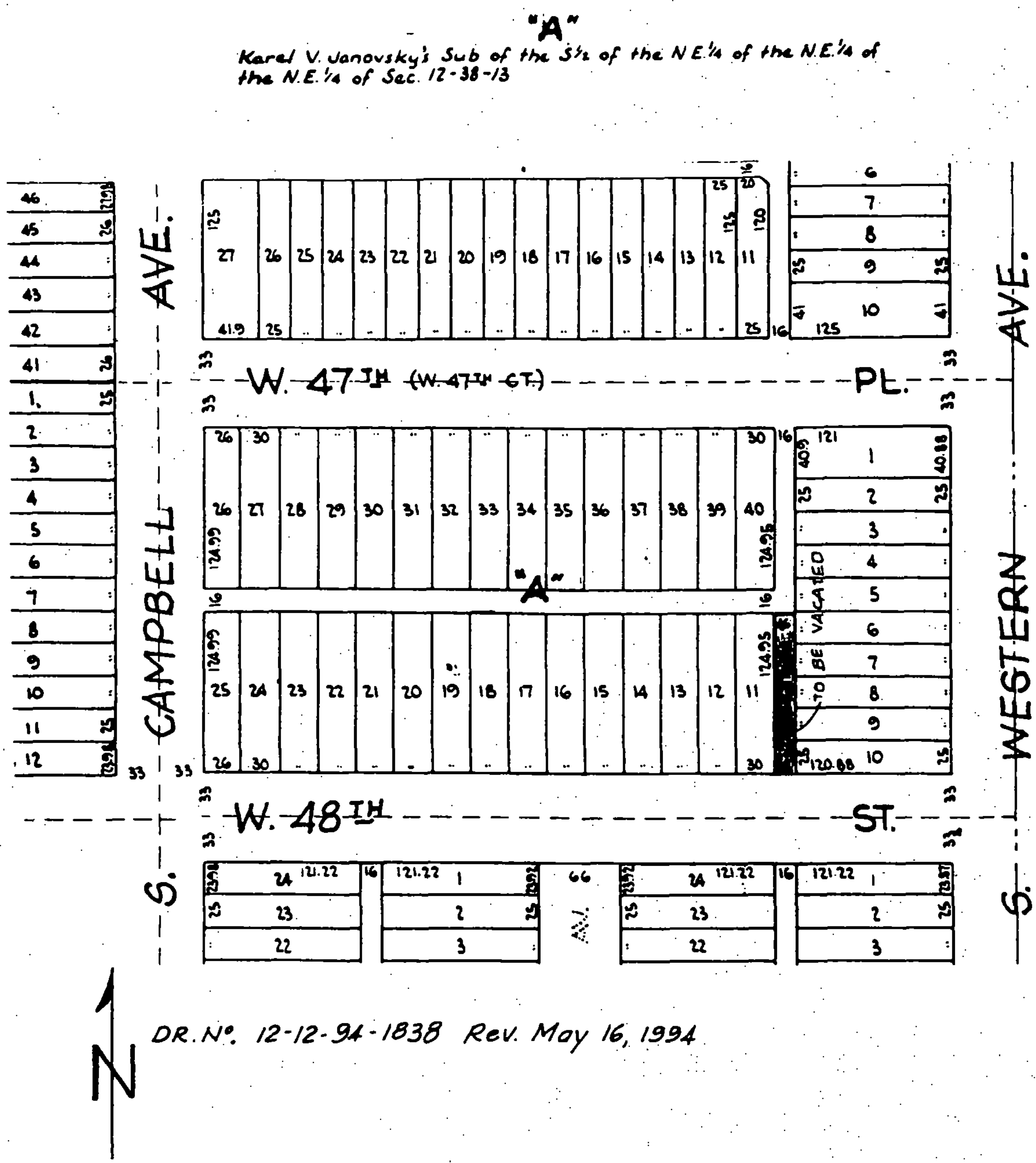
SECTION 4. The Commissioner of Planning and Development is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employees and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the City upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the release or an abandonment.

SECTION 5. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, The Boler Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a restrictive convenant complying with Section 4 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 7188 of this Journal.]

Ordinance associated with this drawing printed on pages 7186 through 7187 of this Journal.



AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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* two proposed ordinances transmitted herewith (referred August 2, 1995) authorizing and directing the Commissioner of Transportation to construct cul-de-sacs at various locations.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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):

West 42nd Street, At South Stewart Avenue.

WHEREAS, The residents of the 400 block of West 42nd Street have requested that a cul-de-sac be constructed at the intersection of West 42nd Street and South Stewart 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 at the following location:

On West 42nd Street, at South Stewart Avenue.

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

West 42nd Place, At South Stewart Avenue.

WHEREAS, The residents of the 400 block of West 42nd Place have requested that a cul-de-sac be constructed at the intersection of West 42nd Place and South Stewart 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 at the following location:

On West 42nd Place, at South Stewart Avenue.

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

AUTHORIZATION FOR CONSTRUCTION OF DOUBLE CUL-DE-SAC ON PORTION OF WEST 34TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 authorizing and directing the Commissioner of Transportation to construct a double cul-de-sac on West 34th Street, west of South Emerald Avenue. This ordinance was referred to the committee on August 2, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The residents of the 800 block of West 34th Street requested that a cul-de-sac be constructed at the intersection of West 34th Street and South Emerald 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 double cul-de-sac at the following location:

On West 34th Street, west of South Emerald Avenue.

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

REMOVAL OF PAY TELEPHONES FROM PUBLIC RIGHT-OF-WAY AT 2439 AND 2535 NORTH KEDZIE BOULEVARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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* two proposed ordinances (under separate committee reports) authorizing and directing the Director of Revenue to remove public pay telephones from the public way located at 2439 North Kedzie Boulevard and 2535 North Kedzie Boulevard. These ordinances were referred to the committee on August 2, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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):

2439 North Kedzie Boulevard.

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

SECTION 1. Section 10-28-285 (f) of the Municipal Code of the City of Chicago, enacted June 17, 1992, provides that "beginning January 1, 1993", the City Council may at any time order the removal of a pay telephone which shall be identified to be operating in the public right-of-way.

SECTION 2. Even though said contractor, Ameritech Company, has entered into a contract agreement under the Public Pay Telephone Concession Agreement with the City of Chicago, said pay telephone located at 2439 North Kedzie Boulevard, Chicago, Illinois is hereby ordered to be removed within fourteen (14) days following City Council approval from the public right-of-way by said vendor. Any concession telephone that is not removed within this fourteen (14) day period shall be subject to immediate removal by the City of Chicago.

SECTION 3. This ordinance shall take effect upon its passage.

2535 North Kedzie Boulevard.

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

SECTION 1. Section 10-28-285 (f) of the Municipal Code of the City of Chicago, enacted June 17, 1992, provides that "beginning January 1, 1993", the City Council may at any time order the removal of a pay telephone which shall be identified to be operating in the public right-of-way.

SECTION 2. Even though said contractor, Ameritech Company, has entered into a contract agreement under the Public Pay Telephone Concession Agreement with the City of Chicago, said pay telephone located at 2535 North Kedzie Boulevard, Chicago, Illinois is hereby ordered to be removed within fourteen (14) days following City Council approval from the public right-of-way by said vendor. Any concession telephone that is not removed within this fourteen (14) day period shall be subject to immediate removal by the City of Chicago.

SECTION 3. This ordinance shall take effect upon its passage.

CONSIDERATION FOR INSTALLATION OF BOLLARDS AT 3058 SOUTH KEDVALE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 bollards in the public way located at 3058 South Kedvale Avenue. This order was referred to the committee on August 2, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 installation of bollards on the public way at 3058 South Kedvale Avenue.

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, September 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 August 2 and September 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 ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

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

Mr. Warren Baker/The Baker Organization.

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 Warren Baker, president of The Baker Organization of 6316 North Lincoln Avenue, Chicago, Illinois 60659 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility for 1158 West Armitage Avenue.

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

City Of Chicago, Department Of General Services/ Chicago Bee Building.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt the City of Chicago, Department of General Services, Kraft Building, 510 North Peshtigo Court, Chicago, Illinois 60611, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for the Chicago Bee Building, 3649 -- 3657 South State Street.

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

Mr. Roger Lurie/DHL Properties.

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 the Department of Transportation is hereby authorized and directed to exempt Roger Lurie, DHL Properties, 4308 North Kenmore Avenue, Chicago, Illinois 60613, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4315 North Kenmore Avenue.

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

Bankmont Financial Corporation, (Doing Business As Harris 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 Bankmont Financial Corporation, doing business as Harris Bank of 903 -- 944 East 47th Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

Audrey Freeman/Indiana Storage Company.

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 Audrey Freeman, owner of Indiana Storage Company, of 4835 South Indiana Avenue, Chicago, Illinois, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility for 4835 South Indiana Avenue.

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

LaSalle National 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 LaSalle National Bank of 3936 North Kilpatrick Avenue, Chicago, Illinois, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 3936 North Kilpatrick Avenue, Chicago, Illinois.

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

Public Building Commission Of Chicago/
Robert L. Grimes School.

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt the Public Building Commission of Chicago of R.J. Daley Center, Room 200, 66 West Washington Street (60602), from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for Robert L. Grimes School, 5450 West 64th Place, Chicago, Illinois 60638.

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

Randolph-DesPlaines.

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 Randolph-DesPlaines, an Illinois limited partnership, sole beneficiary of American National Bank and Trust Company of Chicago, as Trustee, under Trust Agreement dated August 1, 1989 and known as Trust No. 108833-04, legal title holder of 622 -- 626 West Randolph Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 622 -- 626 West Randolph Street.

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

S & S Home Builders.

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 S & S Home Builders, Scott Schiller and Michael Schwartz, 2709 West Peterson Avenue, Chicago, Illinois 60659, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility for 2515 North Racine Avenue.

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

AUTHORIZATION FOR EXEMPTION OF WILLIAM AND HELEN CAREY FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY AT 7344 NORTH WESTERN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 exempt William and Helen Carey from the provisions requiring barriers as a prerequisite to prohibit alley egress and/or ingress to the parking facilities located at 7344 North Western Avenue. This ordinance was referred to the committee on August 2, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote. In accordance with Rule 14, Alderman Stone has excluded himself from voting.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 47.

Nays -- None.

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

Alderman Stone was excused 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. Pursuant to Section 10-20-220 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt William and Helen Carey of 4623 North Lincoln Avenue, Chicago, Illinois 60645, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for premises located at 7344 North Western Avenue, Chicago, Illinois, 60645.

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 CORTLAND STREET AS "ONE FINKL PLAZA".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 Cortland Street, from North Southport Avenue to North Kingsbury Street, as "One Finkl Plaza". This ordinance was referred to the committee on August 2, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for the standardization of designated signs eastbound and westbound on West Cortland Street, at North Southport Avenue and North Kingsbury Street, as "One Finkl Plaza".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH MENARD AVENUE AS "JEANETTE GREEN DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 the 5600 block of South Menard Avenue as "Jeanette Green Drive". This ordinance was referred to the committee on August 2, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 erection of honorary street name signs, the Commissioner of Transportation is hereby authorized and directed to take the necessary action for standardization of the 5600 block of South Menard Avenue as "Jeanette Green Drive".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH CRANDON AVENUE AS "MAJOR ROBERT J. LAWRENCE, JR. DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 Crandon Avenue, from East

99th Street to East 100th Street, as "Major Robert J. Lawrence, Jr. Drive". This ordinance was referred to the committee on August 2, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 shall take the necessary action for the standardization of South Crandon Avenue, from East 99th Street to East 100th Street, as "Major Robert H. Lawrence, Jr. Drive".

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

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF WEST NORTH AVENUE AS "ROSLYN AND SEYMOUR SIMON CIRCLE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 the area of West North Avenue, east of North Astor Street, as "Roslyn and Seymour Simon Circle". This ordinance was referred to the committee on August 2, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for the standardization of designated signs at West North Avenue, east of North Astor Street, as "Roslyn and Seymour Simon Circle".

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 SOUTH HAMLIN AVENUE AS "DR. HENRY MITCHELL AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 South Hamlin Avenue, from West 14th Street to West Cermak Road, as "Dr. Henry Mitchell Avenue". This order was referred to the committee on August 2, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate South Hamlin Avenue, from West 14th Street to West Cermak Road, memorializing the street to "Dr. Henry Mitchell Avenue".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF NORTH WALLER AVENUE AS "ELDER GLEN WASHINGTON, JR. DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 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 Waller Avenue, from West Lake Street to West Chicago Avenue, as "Elder Glen Washington, Jr. Drive". This order was referred to the committee on August 2, 1995.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 North Waller Avenue, from West Lake Street to West Chicago Avenue, memorializing the street to "Elder Glen Washington, Jr. Drive".

COMMITTEE ON ZONING.

APPOINTMENT OF MR. DEMITRI KONSTANTELOS AS MEMBER OF ZONING BOARD OF APPEALS.

The Committee on Zoning submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 24, 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 appointment of Demitri Konstantelos as a member of the Zoning Board of Appeals for a term expiring July 1, 2000. I also beg leave to recommend the appointment of Leroy K. Martin as a member to the Zoning Board of Appeals for a term expiring July 1, 2000.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form. They are Application Numbers 11557, 11570, 11556, 11543, A-3314 and 11408.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of the appointments of Demitri Konstantelos and Leroy K. Martin, and Application Numbers 11543, 11557, and 11570, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Demitri Konstantelos as a member of the Zoning Board of Appeals was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF MR. LEROY K. MARTIN AS MEMBER OF ZONING BOARD OF APPEALS.

The Committee on Zoning submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 24, 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 appointment of Demitri Konstantelos as a member of the Zoning Board of Appeals for a term expiring July 1, 2000. I also beg leave to recommend the appointment of Leroy K. Martin as a member to the Zoning Board of Appeals for a term expiring July 1, 2000.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form. They are Application Numbers 11557, 11570, 11556, 11543, A-3314 and 11408.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of the appointments of Demitri Konstantelos and Leroy K. Martin, and Application Numbers 11543, 11557, and 11570, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Leroy K. Martin as a member of the Zoning Board of Appeals was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

(Committee Meeting Held August 24, 1995)

The Committee on Zoning submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 24, 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 appointment of Demitri Konstantelos as a member of the Zoning Board of Appeals for a term expiring July, 2000. I also beg leave to recommend the appointment of Leroy K. Martin as a member to the Zoning Board of Appeals for a term expiring July 1, 2000.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form. They are Application Numbers 11557, 11570, 11556, 11543, A-3314 and 11408.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of the appointments of Demitri Konstantelos and Leroy K. Martin, and Application Numbers 11543, 11557 and 11570, 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

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 275 feet north of West Belden Avenue; North Southport Avenue; a line 175 feet north of West Belden Avenue; and the alley next west of and parallel to North Southport 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 19-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. 19-G in the area bounded by:

a line parallel to, and 500 feet north of, West Howard Street; Lake Michigan; a line parallel to, and 200 feet north of, West Howard Street; and North Eastlake Terrace,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 19-G in the area bounded by:

a line parallel to, and 500 feet north of, West Howard Street; Lake Michigan; a line parallel to, and 200 feet north of, West Howard Street; and North Eastlake Terrace,

to those of a Residential Planned Development which is hereby established in the area described above subject to the provisions set forth in the Plan of Development attached hereto and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Residential Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Residential Planned Development (the "Planned Development") consists of approximately 69,924 square feet (± 1.61 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, Capstone Equity Corporation.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time 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. The Plan of Development consists of fourteen (14) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; an Existing Land Use Map; an Overall Site/Landscape Plan (the "Overall Site/Landscape Plan") and Building Elevations prepared by Hartshorne & Plunkard, Ltd., dated July 13, 1995. Reduced copies of the Overall Site/Landscape Plan and Building Elevations are

attached hereto and full sized copies of these items are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property Development. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses are permitted in the area delineated herein as Residential Planned Development:

   Multi-family dwellings, accessory parking and accessory uses.

6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.

7. Off-Street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent (2%) of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.

8. Any service 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 the Department of Planning and Development.

9. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenance attached thereto also shall be subject to:

   (A) height limitations as certified and approved by the Federal Aviation Administration; and

(B) airport Zoning Regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.

10. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and Development and in effect on the date hereof.

11. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exits to and from the parking area, shall be designed, constructed and maintained in substantial conformance with the Overall Site/Landscape Plan and the Building Elevations. In addition, parkway trees shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.

12. The requirements of the Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

14. Unless substantial construction of the new structure contemplated by this Planned Development has commenced within ten 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 prevent to an R-5 General Residence District.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Overall Site/Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 7220 through 7225 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Residential Planned Development

Plan Of Development

Bulk Regulations And Data Table

Gross Site Area	=	Net Site Area	+ Area Remaining in Public Rights-of-Way
$\pm$ 78, 924 square feet	=	$\pm$ 69, 924 square feet	$\pm$ 9,000 square feet
($\pm$ 1.8 acres)	=	($\pm$ 1.6 acres)	($\pm$.2 aces)

Maximum Permitted F.A.R.:	2.25.
Setbacks from Property Line:	In substantial conformance with the Overall Site/Landscape Plan.

Maximum percentage of Site Coverage:	In substantial conformance with the Overall Site/ Landscape Plan.
Maximum Number of Dwelling Units:	111 units.
Maximum Number of Efficiency Units:	0 units.
Minimum Number of Off-Street Parking:	75 spaces.
Minimum Number of Off-Street Loading Berths:	0 berths.
Maximum Height:	In substantial conformance with the Building Elevations.

Reclassification Of Area Shown On Map Number 20-B.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development No. 72 symbols and indications as shown on Map No. 20-B in the area bounded by:

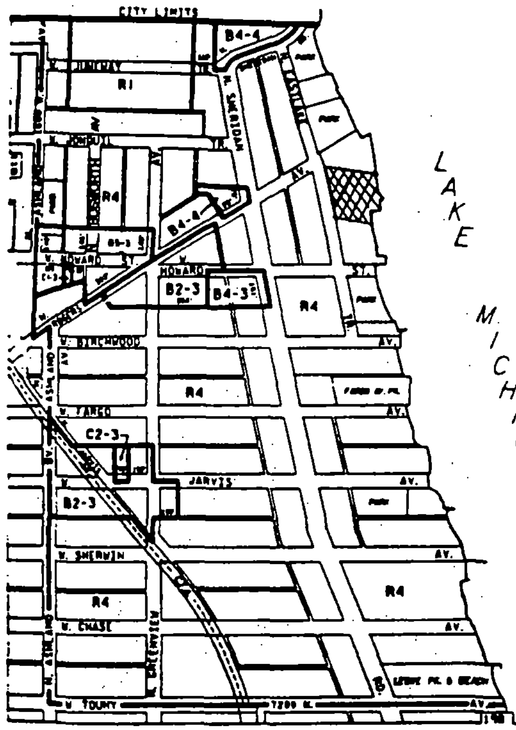
West Talcott Avenue; North Oketo Avenue; a line 701.00 feet south of the south line of West Talcott Avenue (as measured along the west line of North Oketo Avenue); and North Oriole Avenue,

to those of Institutional Planned Development No. 72, as amended, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

(Continued on page 7226)

Existing Zoning Map.



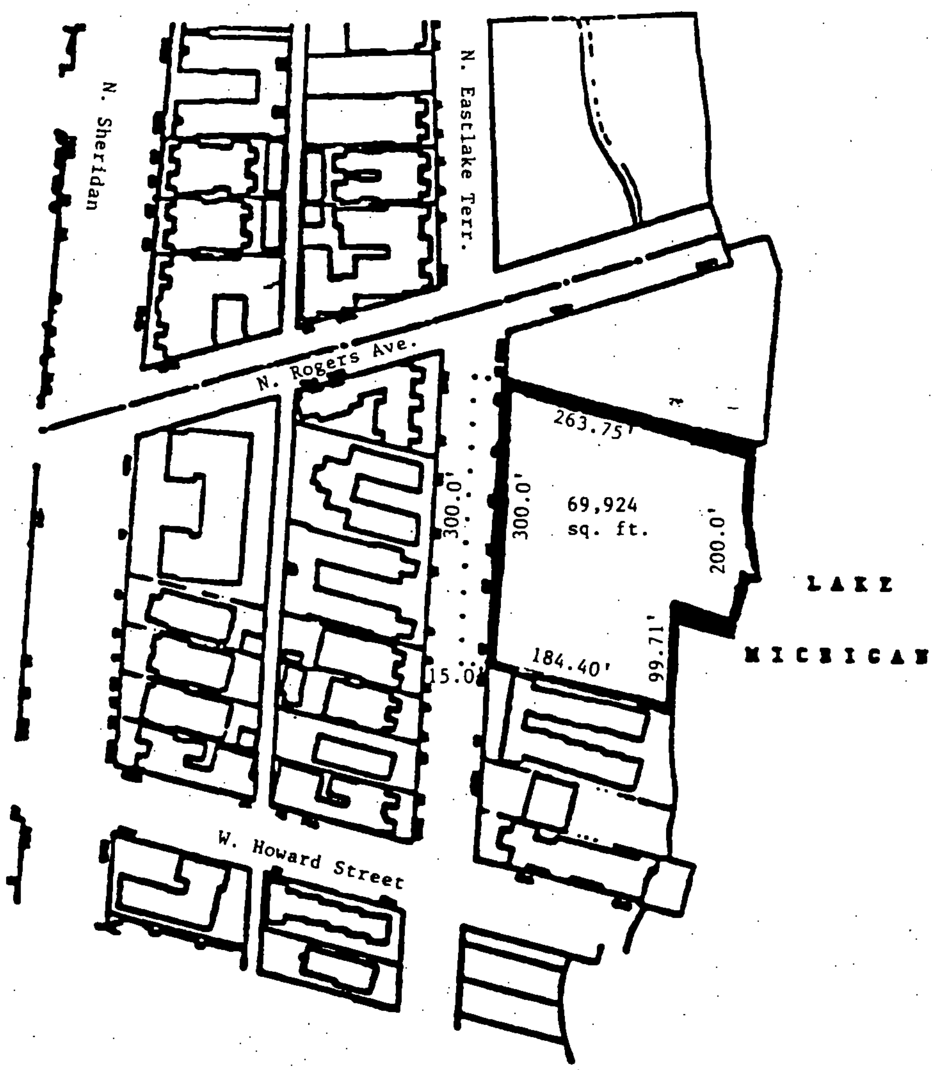
LEGEND

Subject Property

Applicant: Capstone Equity Corporation
Address: 1150 W. Lunt Avenue, Chicago, IL 60626
Date: May 16, 1995
Revised: July 13, 1995

N ↑

Planned Development Boundary And Property Line Map.



LEGEND

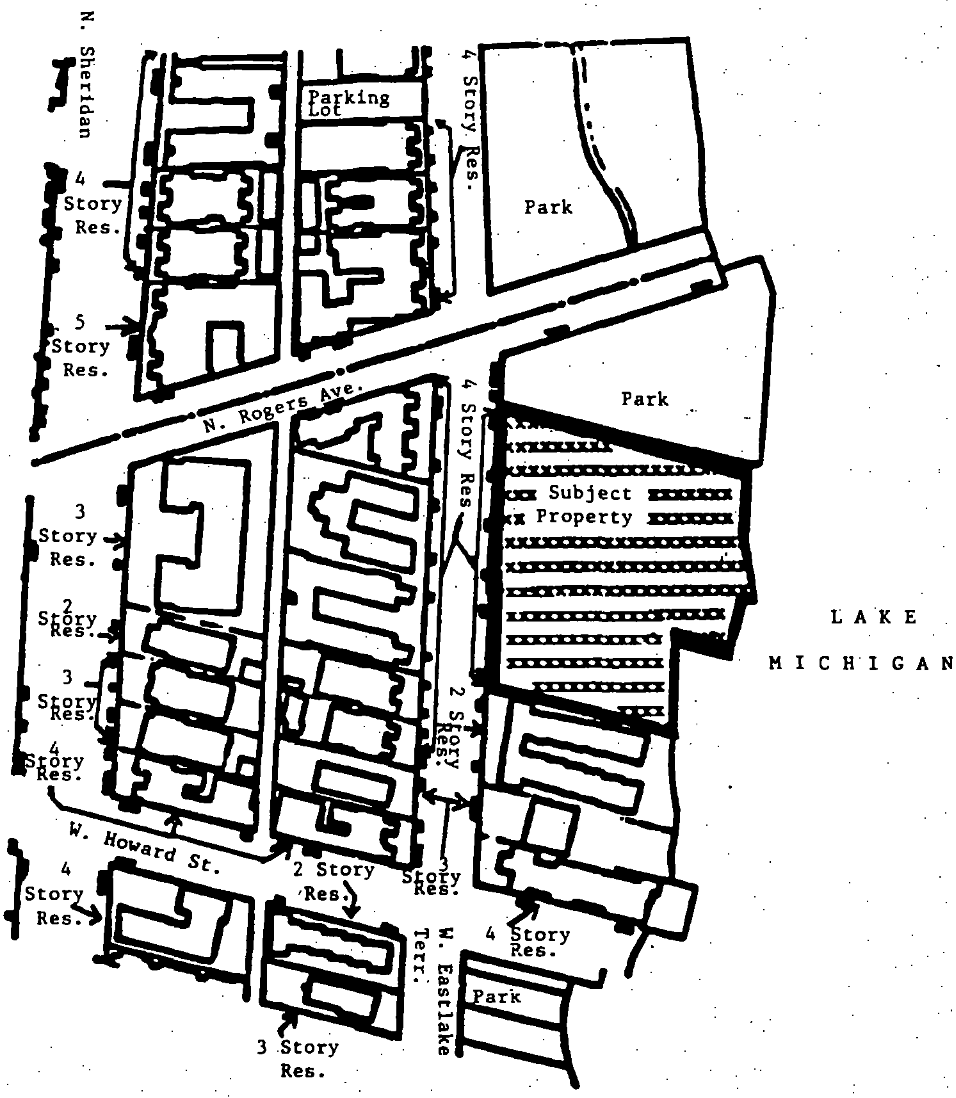
• • • • • • • Planned Development Boundary

▬▬▬ Property Line

Applicant: Capstone Equity Corporation
Address: 1150 W. Lunt Avenue, Chicago, IL 60626
Date: May 16, 1995
Revised: July 13, 1995

N ↑

Existing Land-Use Map.



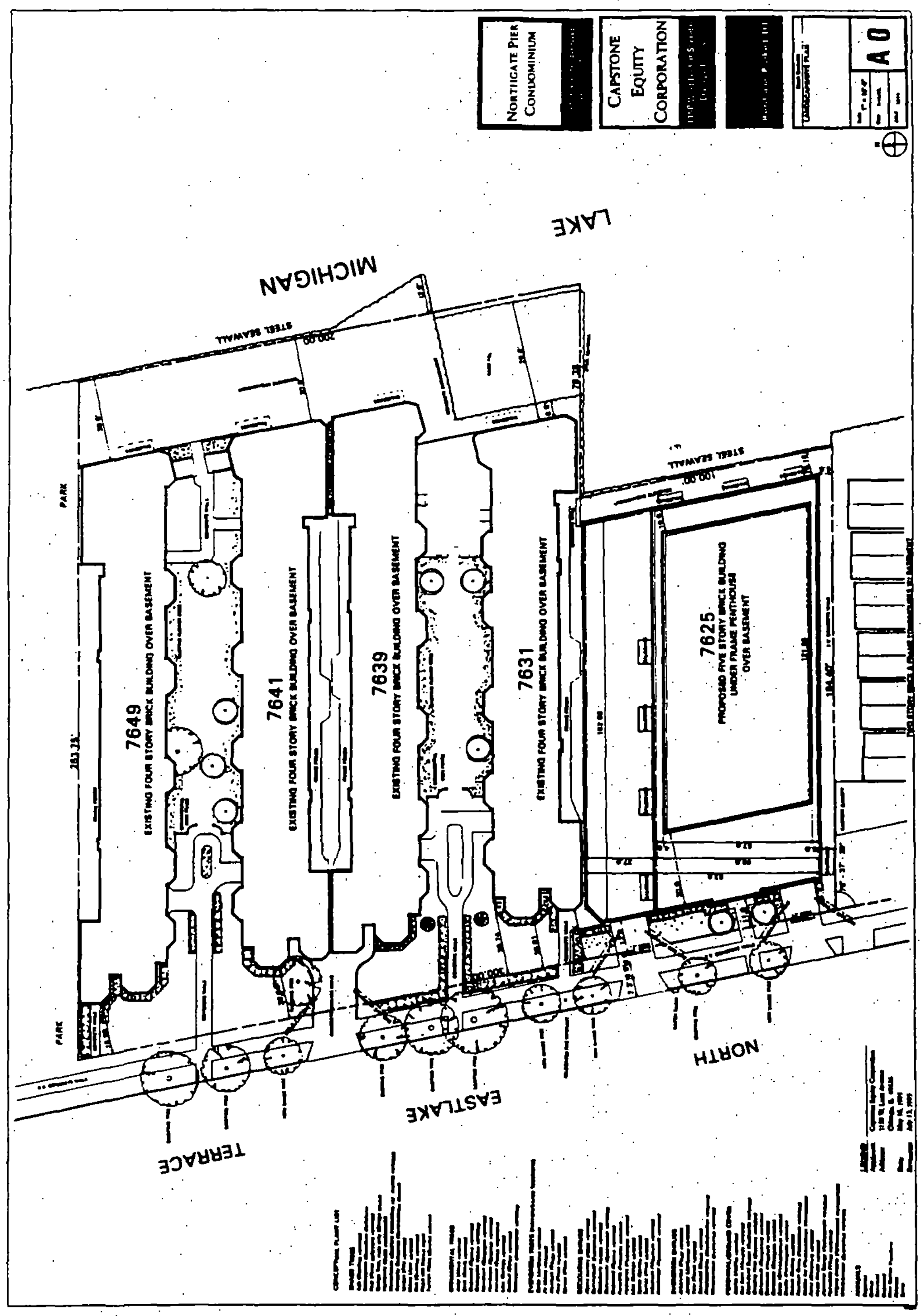
LEGEND

Subject Property

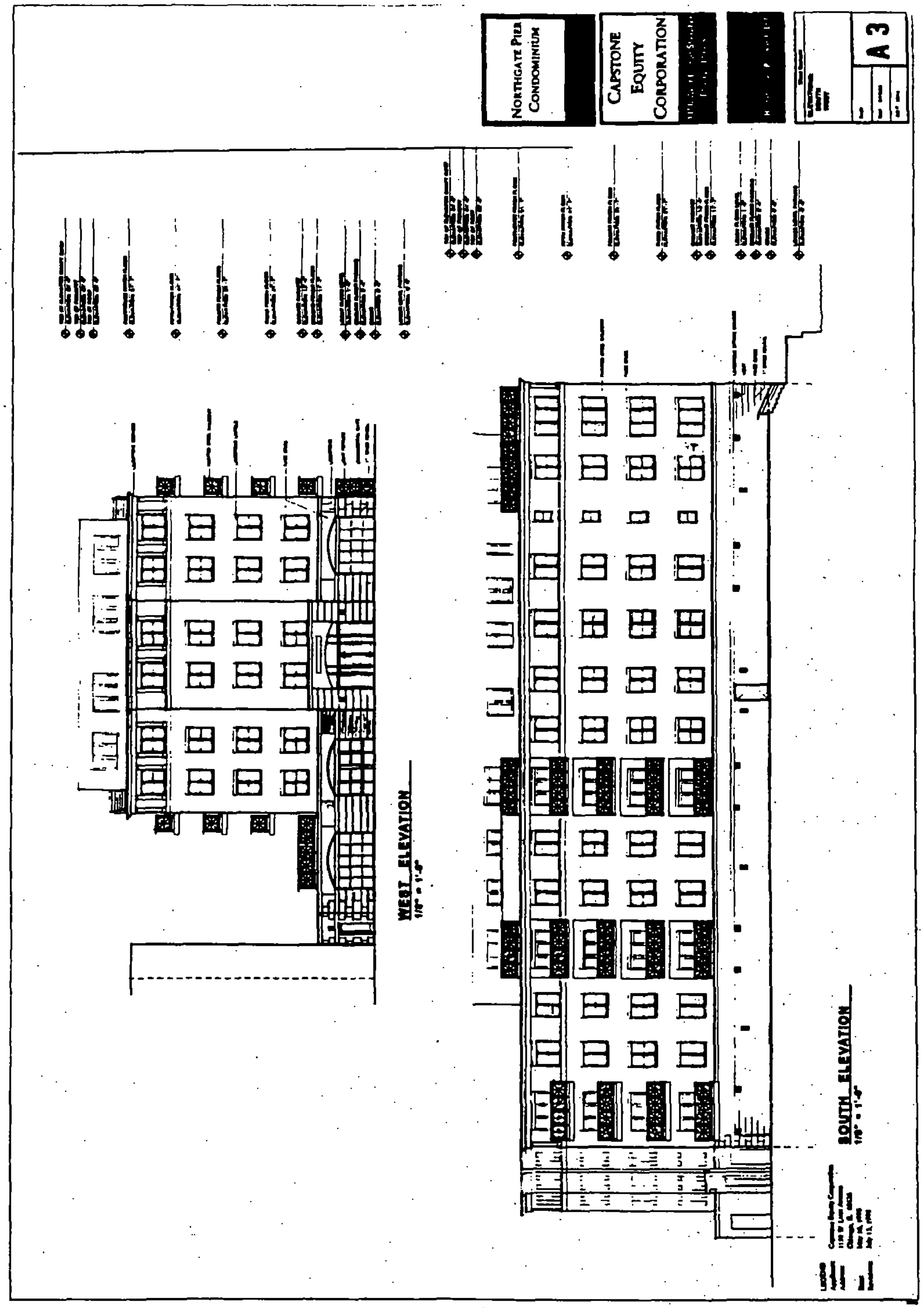
Applicant: Capstone Equity Corporation
Address: 1150 W. Lunt Avenue, Chicago, IL 60626
Date: May 16, 1995
Revised: July 13, 1995

N ↑

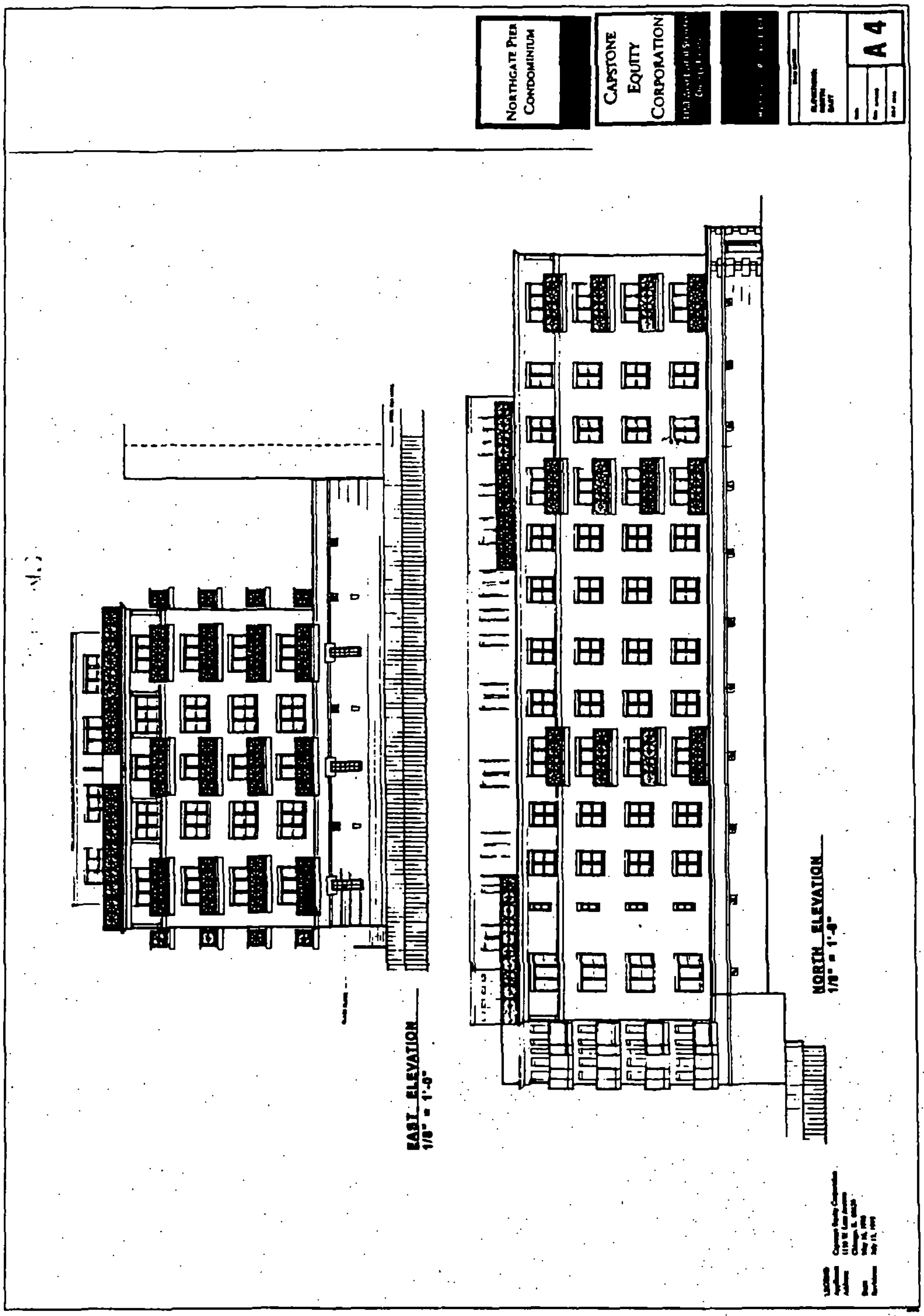
Overall Site/Landscape Plan.



Building Elevations.
(Page 1 of 2)



Building Elevations.
(Page 2 of 2)



(Continued from page 7219)

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development Number 72.

Plan Of Development Statements.

1. The area delineated herein as Institutional Planned Development No. 72 (the "Planned Development") consists of approximately 1,502,488 net square feet (approximately 34.49 net acres) of real property which is depicted on the attached Property Line Map (the "Property") and is owned or controlled by the Applicant, Resurrection Health Care Corporation, an Illinois not-for-profit corporation.

2. All applicable official reviews, approvals or permits required in connection with this Planned Development shall be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustment 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.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise), other than applications for "minor changes" as that phrase is used in Section 11.11-3(c) of the Chicago Zoning Ordinance, shall be made or authorized by the owner of the Property and any ground lessors.

4. This Planned Development consists of thirteen (13) Statements; a Bulk Regulation and Data Table; an Existing Zoning and Street System Map; a Property Line and Planned Development Boundary Map; an Existing Land-Use Map; and a Master Plan, prepared by Loebl, Schlossman & Hackl, dated July 13, 1995. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The permitted uses in the Planned Development are hospital and related medical uses; research, education and academic uses; research and medical facilities; day care centers (adult and child); professional offices; hospital-related residential uses; parking; health, fitness and wellness center; emergency heliport; and related uses.

6. Identification and other necessary signs requiring a City permit shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs, shall be permitted, subject to the review and approval of the Department of Planning and Development.

7. 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 shall be designated for parking for the handicapped.

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 Department of Transportation, Bureau of Traffic Engineering and Operations and of the Department of Planning and Development.

9. In addition to the provisions of the Bulk Regulation and Data Table, the height restriction for any new construction shall be subject to:

   a) height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

b) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation, and Department of Law, and approved by the City Council.

10. For purposes of maximum Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply; provided, however, that in addition to the other exclusions from Floor Area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area devoted to mechanical equipment rooms in excess of five thousand (5,000) square feet in a single location, regardless of placement in the building, shall be excluded. Further, for purposes of Percentage of Land Coverage calculations, coverage shall include buildings of any kind, but shall not include impervious surfaces such as driveways, surface parking lots or other such surfaces.

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 development or redevelopment of the Property, other than alterations to existing buildings which do not increase their height or alter their footprint, a site plan for the proposed development, including parking areas (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 by the Commissioner. Further, all Part II submittals shall be in compliance with the Chicago Landscape Ordinance.

If the Site Plan substantially conforms with the provisions of this Planned Development, the Commissioner shall approve said plan in writing within thirty (30) days of the submission of a complete application for approval thereof. If the Commissioner fails to make a written determination on a Site Plan within thirty (30) days after the submission of a complete application, then the Site Plan shall be deemed approved by the Commissioner. 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 this Planned Development, the Commissioner shall advise the Applicant in writing of the reasons for disapproval thereof no later than 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. The failure of the Commissioner to make a final written determination on any resubmission within fourteen (14) days of its filing shall be deemed an approval of the Site Plan by the Commissioner.

Following approval of a Site Plan by the Commissioner, the approved plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development.

After approval of a Site Plan by the Commissioner, the approved Site Plan may be changed or modified pursuant to the provisions of Statement 13.

In the event of an inconsistency between the approved Site Plan and the terms of the Statements and Bulk Regulations and Data Table of this Planned Development in effect at the time of approval of such plan or of modifications thereto, the terms of the Statements and Bulk Regulations and Data Table of the Planned Development shall govern.

A Site Plan shall, at a minimum, provide the following information with respect to the proposed improvements:

(1) the boundaries of the Property;

(2) the footprint of the improvements;

(3) location and dimensions of all loading berths;

(4) preliminary landscaping plan, with final landscaping plan to be approved at Part II stage;

(5) all pedestrian circulation routes;

(6) preliminary elevations of the improvements; and

(7) statistical information applicable to the Property limited to the following:

(a) floor area and floor area ratio;

(b) uses to be established;

(c) building heights; and

(d) all setbacks, required and provided.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development. Factors to be considered by the Commissioner in determining conformance of the Site Plan to the provisions of this Planned Development are limited to the following guidelines:

(a) The distribution of bulk, density patterns, and intensity of use to avoid undue concentration in any portion of the subject property which would adversely affect adjoining areas.

(b) Existing volumes of traffic, capacities of existing and planned streets to accommodate said traffic, effects upon existing traffic and traffic capacity which will be generated by the proposed use, and available means of ameliorating traffic congestion and related air pollution.

(c) Ingress and egress patterns affording ample access for fire department and other emergency and delivery vehicles, facilitating the safe and efficient circulation of pedestrians and vehicles and minimizing the conflict with existing traffic patterns in the vicinity.

(d) Impact of the proposed development on on-street parking in the area and the availability of transportation alternatives in addition to basic internal requirements established by code or determined by special analysis.

(e) Impact upon utilities and other public and quasi-public services and facilities.

(f) The provision of adequate landscaping of open areas (including contiguous public ways) to enhance the aesthetic quality of the urban environment and promote the economic and environmental benefits of landscaping.

(g) Order and harmony in structural placement and design providing accessibility to natural light, circulating air, and urban vistas free of visual pollution, in relation to adjoining properties.

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 terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate, consistent with the nature of the development of the Property contemplated in this Planned Development Ordinance and will not result in increasing the maximum floor area ratio for the total Property. Any such modification shall be deemed to be a minor change in the Planned Development Ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

[Existing Zoning and Street System Map; Property Line and Planned Development Boundary Map; Existing Land-Use Map; and Master Plan referred to in these Plan of Development Statements printed on pages 7233 through 7236 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development Number 72, As Amended

Planned Development

Bulk Regulations And Data Table.

1.	Net Site Area:	1,502,488 square feet; 34.49 acres.
2.	Gross Site Area:	1,614,890 square feet; 37.07 acres.
	[Gross Site Area = Net Site Area + Area in Public Right-of-Way]	
3.	Maximum Floor Area Ratio:	1.2.
4.	Maximum Percentage of Land Coverage:	35%.

5.	Minimum Number of Off-Street Parking Spaces:	635 (anticipated 2,346).	
6.	Minimum Number of Off-Street Loading Spaces:	6.	
7.	Number of Hospital Beds:	454 (licensed).	
8.	Number of Residential Units:	20 (nurses -- convent).	
9.	Minimum Periphery Setbacks (for Building):	Talcott:	50 feet.
		Oketo:	29 feet.
		South property line:	15 feet.
		Oriole:	29 feet.
10.	Minimum Distance Between Buildings:	None.	
11.	Maximum Building Height:		

A. Within 200 feet of the Property boundary lines: 110 feet; and

B. In excess of 200 feet from the Property boundary lines: 145 feet.

For purposes of this paragraph, height measurements shall be from established grade (80.00 feet Chicago City Datum) and shall include mechanical penthouse spaces.

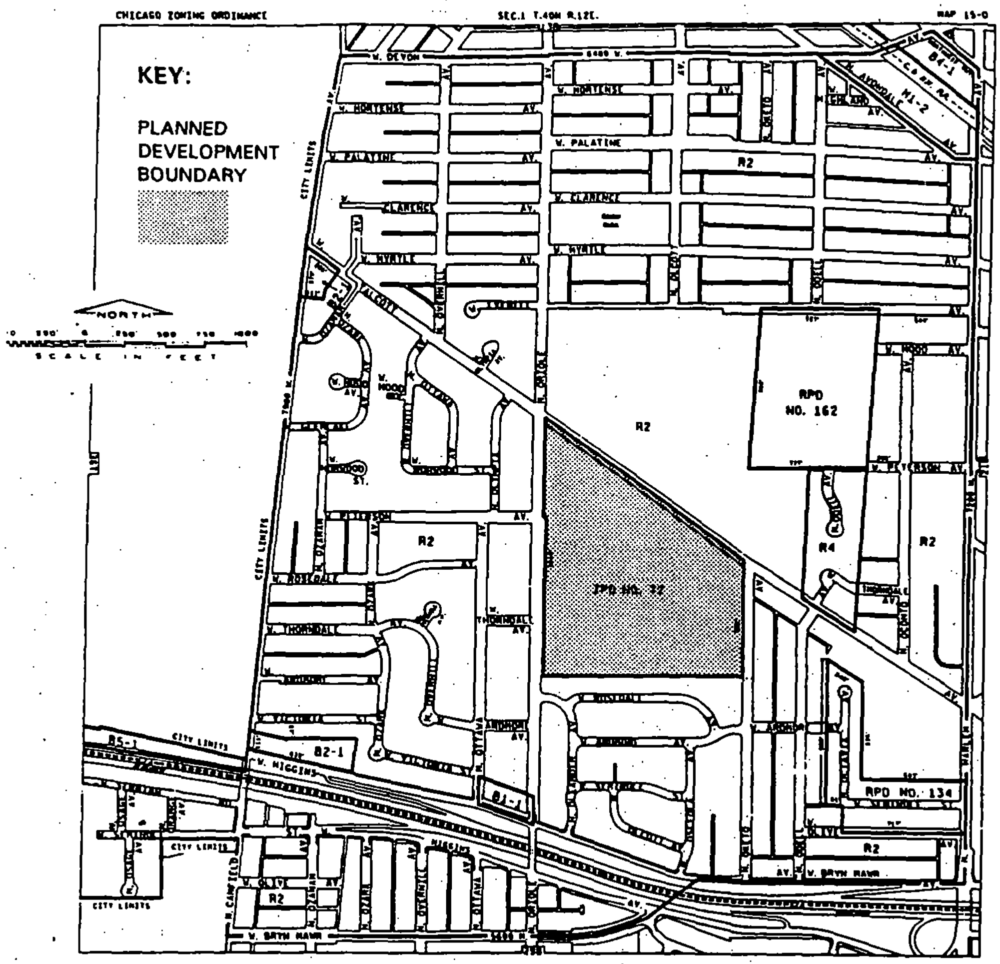
CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

(Committee Meeting Held August 29, 1995)

The Committee on Zoning submitted the following report:

(Continued on page 7237)

Existing Zoning And Street System Map.



RESIDENCE DISTRICTS

R1 SINGLE-FAMILY RESIDENCE DISTRICT
R2 SINGLE-FAMILY RESIDENCE DISTRICT
R3 GENERAL RESIDENCE DISTRICT
R4 GENERAL RESIDENCE DISTRICT
R5 GENERAL RESIDENCE DISTRICT
R6 GENERAL RESIDENCE DISTRICT
R7 GENERAL RESIDENCE DISTRICT
R8 GENERAL RESIDENCE DISTRICT

BUSINESS DISTRICTS

B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
B5-1 TO B5-5 GENERAL SERVICE DISTRICTS
B6-6 AND B6-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
B7-5 TO B7-7 GENERAL CENTRAL BUSINESS DISTRICTS

COMMERCIAL DISTRICTS

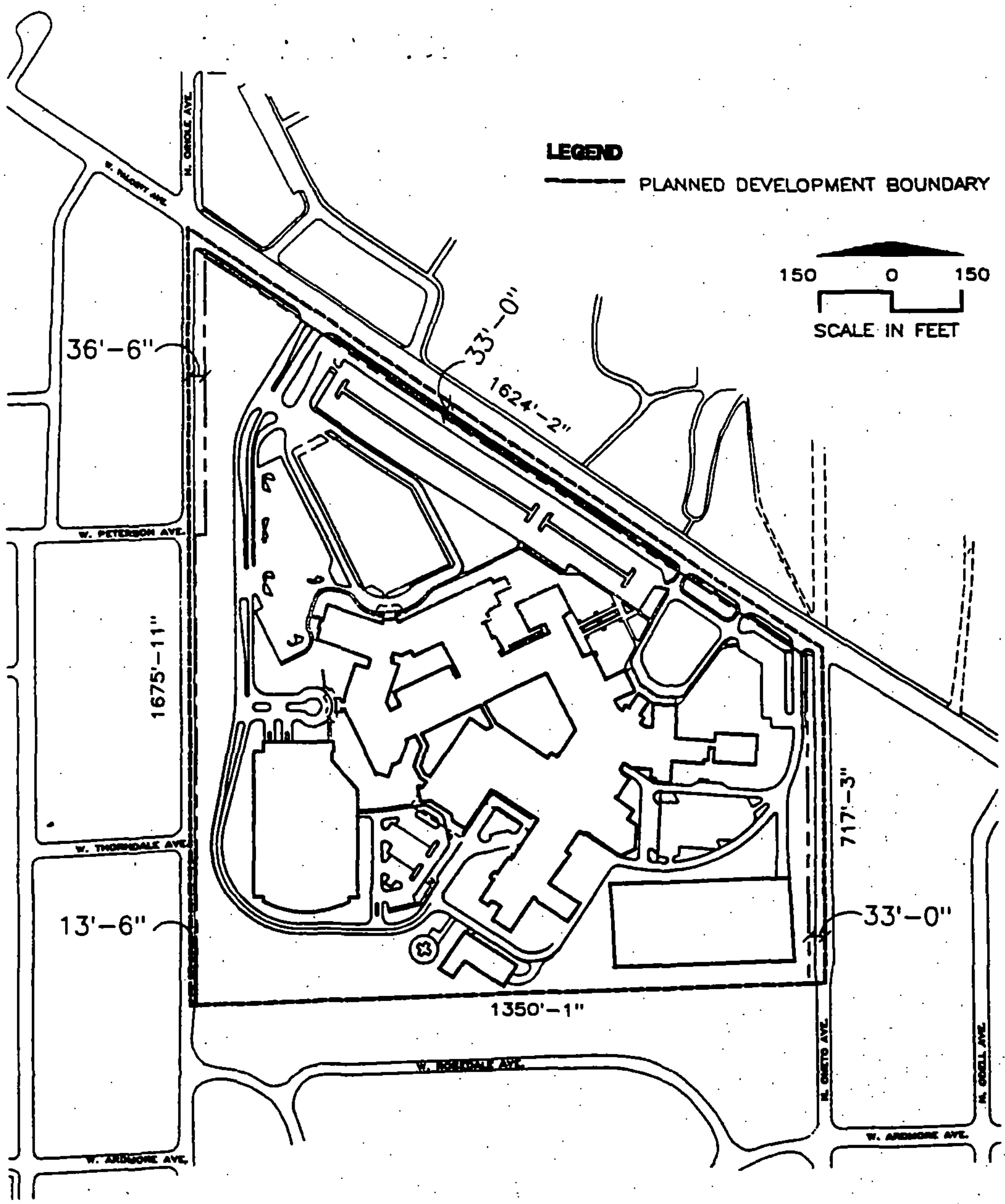
C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
C3-5 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
C4 MOTOR FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

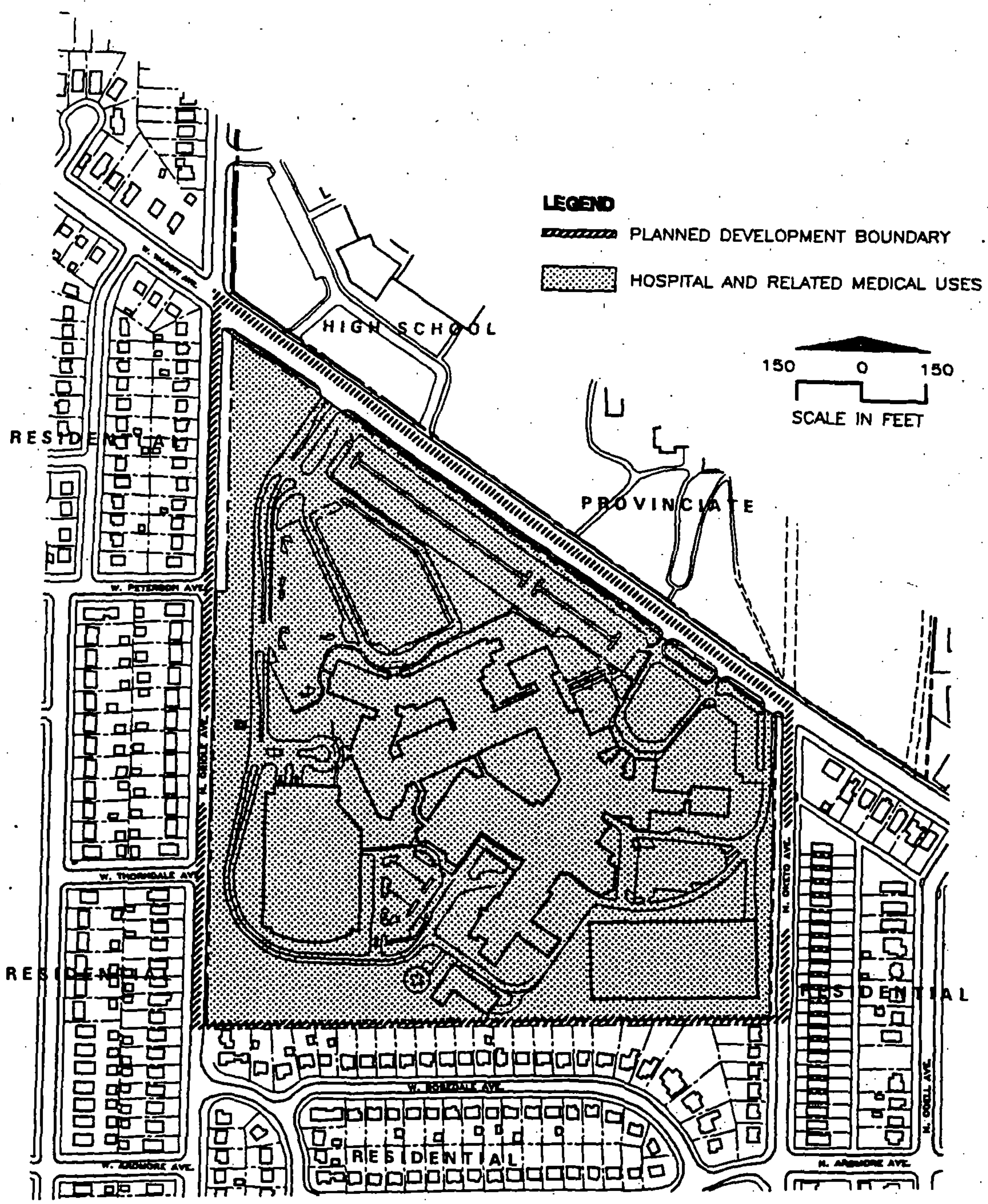
APPLICANT: RESURRECTION HEALTH CARE CORPORATION
DATE: JUNE 12, 1995
REVISED: JULY 13, 1995

Property Line And Planned Development Boundary Map.



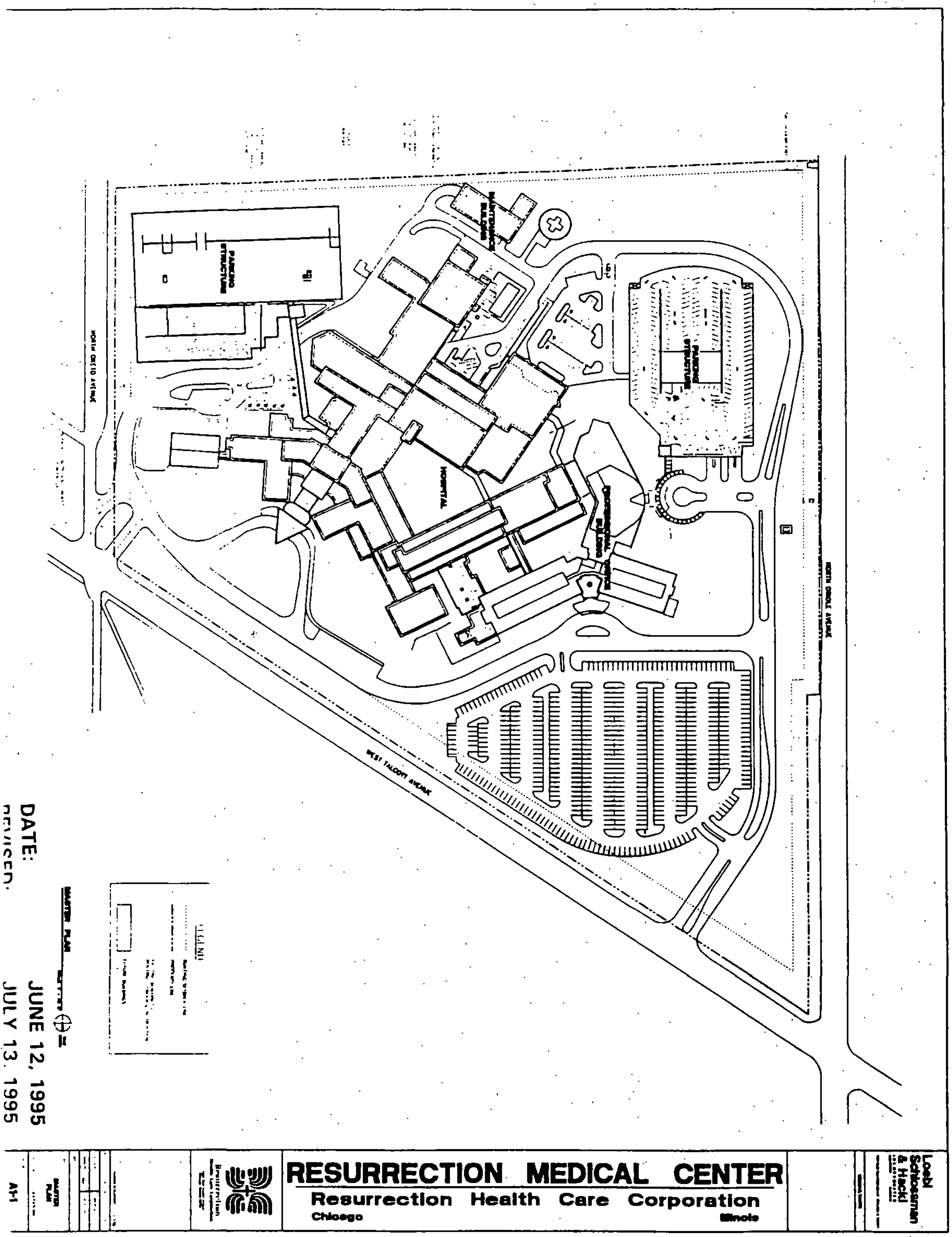
APPLICANT: RESURRECTION HEALTH CARE CORPORATION
DATE: JUNE 12, 1995
REVISED: JULY 13, 1995

Existing Land-Use Map.



APPLICANT: RESURRECTION HEALTH CARE CORPORATION
DATE: JUNE 12, 1995
REVISED: JULY 13, 1995

Master Plan.


DATE: JUNE 12, 1995
JULY 13, 1995
RESURRECTION MEDICAL CENTER
Resurrection Health Care Corporation
Chicago
Illinois

(Continued from page 7232)

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 29, 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 nine ordinances which were corrected and amended in their corrected form. They are Application Numbers 11593, 11558, 11470, 11581, 11533, 11369, 11521, 11564 and 11585.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of Application Numbers 11595, 11578, 11558, 11521, 11509, A-3369 and 11533, for which I request immediate passage because time is of the essence. Also, I move to re-refer to the Committee on Housing, an ordinance to rescind a Redevelopment Agreement with F.J.V. Venture for the sale of land in Block 37 of the North Loop Blighted Commercial Area. Please let the record reflect that Alderman Richard Mell takes a Rule 14 on Application Number 11581.

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

Nays -- None.

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

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

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 Commercial-Residential Planned Development No. 455 District symbols and indications as shown on Map No. 5-H in the area bounded by:

West Willow Street; North Damen Avenue; West St. Paul Avenue; and the alley next east of North Hoyne Avenue,

to those of Residential Planned Development No. 455, as amended, 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 herewith attached and made a part hereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Residential Planned Development No. 455, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Residential Planned Development No. 455, as amended ("Planned Development") consists of approximately one hundred five thousand three hundred (105,300) square feet two point forty-two (2.42) acres of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the Willow Square Limited Partners, LLC ("Applicant").

2. All applicable official reviews, approvals or permits required in connection with this Planned Development shall be obtained by the Applicant, or its successors, assignees or grantees. Any dedication or

vacation of streets, alleys or easements, or any adjustment of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders. 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. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by the Applicant or the homeowners or condominium association the Applicant designated by written notice to the City to be its successor as single designated control entity.

Nothing herein shall be construed to mean that any individual owner of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations herein. 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 legal title holder thereof (and its beneficiaries if title is held in a land trust) and the seller or transferor thereof (and its beneficiaries if title is held in 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; a Bulk Regulations and Data Table; an Existing Land-Use Map; a Property Line and Planned Development Boundary Map; an Existing Zoning and Street System Map; a Site Plan; a Landscape Plan; and Building Elevations, all prepared by Hartshorne & Plunkard, Ltd. and Pappageorge/Haymes, Ltd., all dated June 14, 1995, and revised August 10, 1995. Full size sets of the Site Plan, Landscape Plan and Building Elevations are on file with the

Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. 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 within the Planned Development: multiple-family dwelling units, accessory off-street parking, and earth station receiving dishes not exceeding eight feet in diameter. Dwelling units may also include live/work uses including, but not limited to, artist and photography studios, professional offices, or mail order wholesale businesses; provided that any combination live/work unit shall be limited to no more than two thousand five hundred (2,500) square feet of floor area, shall not be accessible to the public directly from a public way or street, but only through a common lobby or entrance and shall not include any advertising display or identification signs which are visible from outside the building.

6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted subject to review and approval of the Commissioner of the Department of Planning and Development.

7. Off-street parking shall be provided in compliance with this Plan of Development, subject to the review and approval of the Departments of Transportation, and Planning and Development.

8. Any service drives of other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the same 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 except as expressly approved by the Chicago Fire Department. Ingress and egress shall be subject to the review and approval of the Department of Transportation and of the Department of Planning and Development.

9. In addition to the maximum heights of buildings prescribed on the Building Elevations attached hereto, the height of the improvements and any appurtenances attached thereto also shall be subject to:

   (1) height limitations as certified and approved by the Federal Aviation Administration; and

(2) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.

10. For purposes of maximum Floor Area Ratio (F.A.R.) calculations, the definitions of the Chicago Zoning Ordinance shall apply.

11. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments", as promulgated by the Commissioner of the Department of Planning and Development and in effect on the date hereof.

12. The improvements on the Property, including driveways and landscaping, shall be designed, constructed and maintained in substantial conformance with the Site Plan, Landscape Plan and Building Elevations. In addition, parkway trees depicted on the Landscape Plan shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

13. The terms, conditions and exhibits of this Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated herein. Any such modification shall be deemed as a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all new buildings to be located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

[Existing Land-Use Map; Property Line and Planned Development Boundary Map; Existing Zoning and Street System Map; Site Plan; Landscape Plan; and Building Elevation Drawing referred to in these Plan of Development Statements printed on pages 7243 through 7248 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

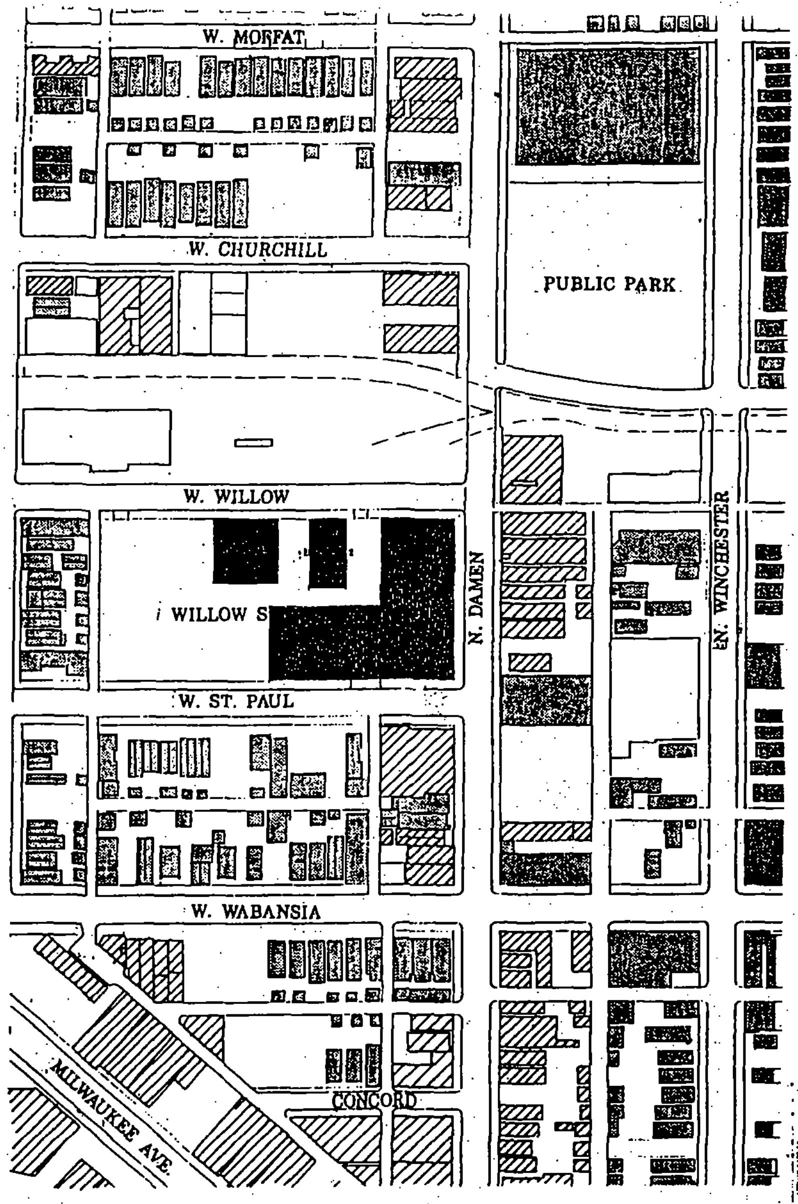
Residential Planned Development No. 455, As Amended.

Plan Of Development Bulk Regulations

And Data Table.

Gross Site Area:	141,545 square feet (3.25 acres).
Net Site Area:	105,300 square feet (2.42 acres) 36,245 square feet of Area in Public Right-of-Way.
Maximum Number of Dwelling Units	124.
Maximum Permitted F.A.R.:	1.55.
Maximum Building Height:	In accordance with the Building Elevations.
Maximum Percentage of Site Coverage:	In accordance with Site Plan.
Minimum Setbacks from Property Line:	In accordance with Site Plan.
Minimum Number of Off-Street Parking Spaces:	164.
Minimum Number of Off-Street Loading Berths:	1.

Existing Land-Use Map.



Legend:

Subject Site

Residential

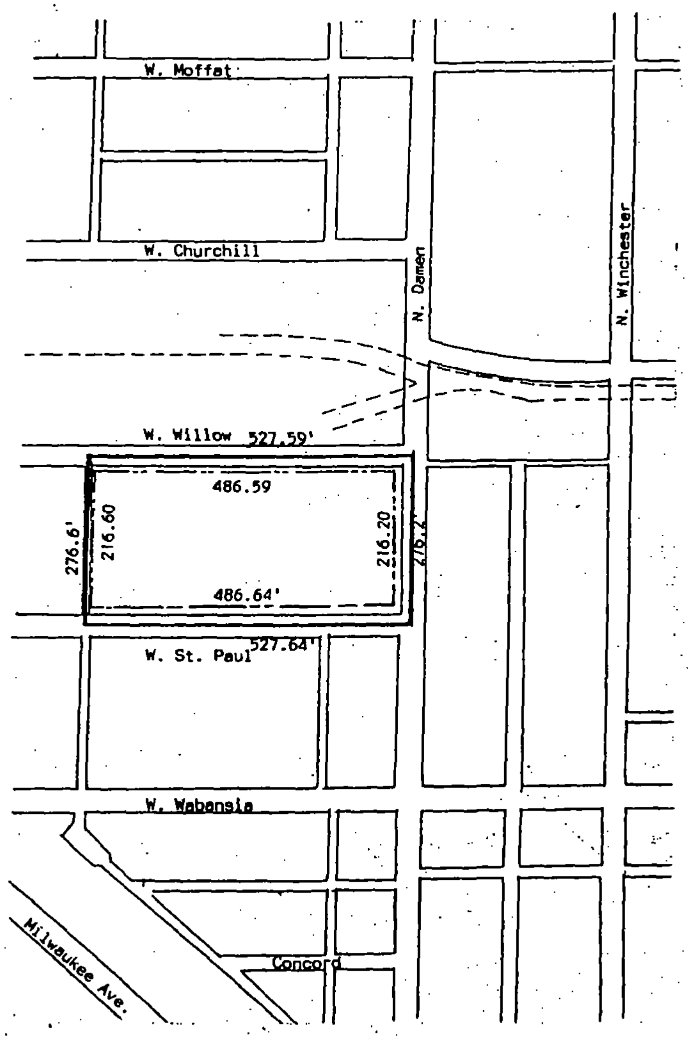
North

Manufacturing

Commercial and Business.

Applicant: Willow Square Limited Partners, L.L.C.
Address: 1728 N. Damen
Date: June 14, 1995, Revised August 10, 1995

Property Line And Planned Development Boundary Map.



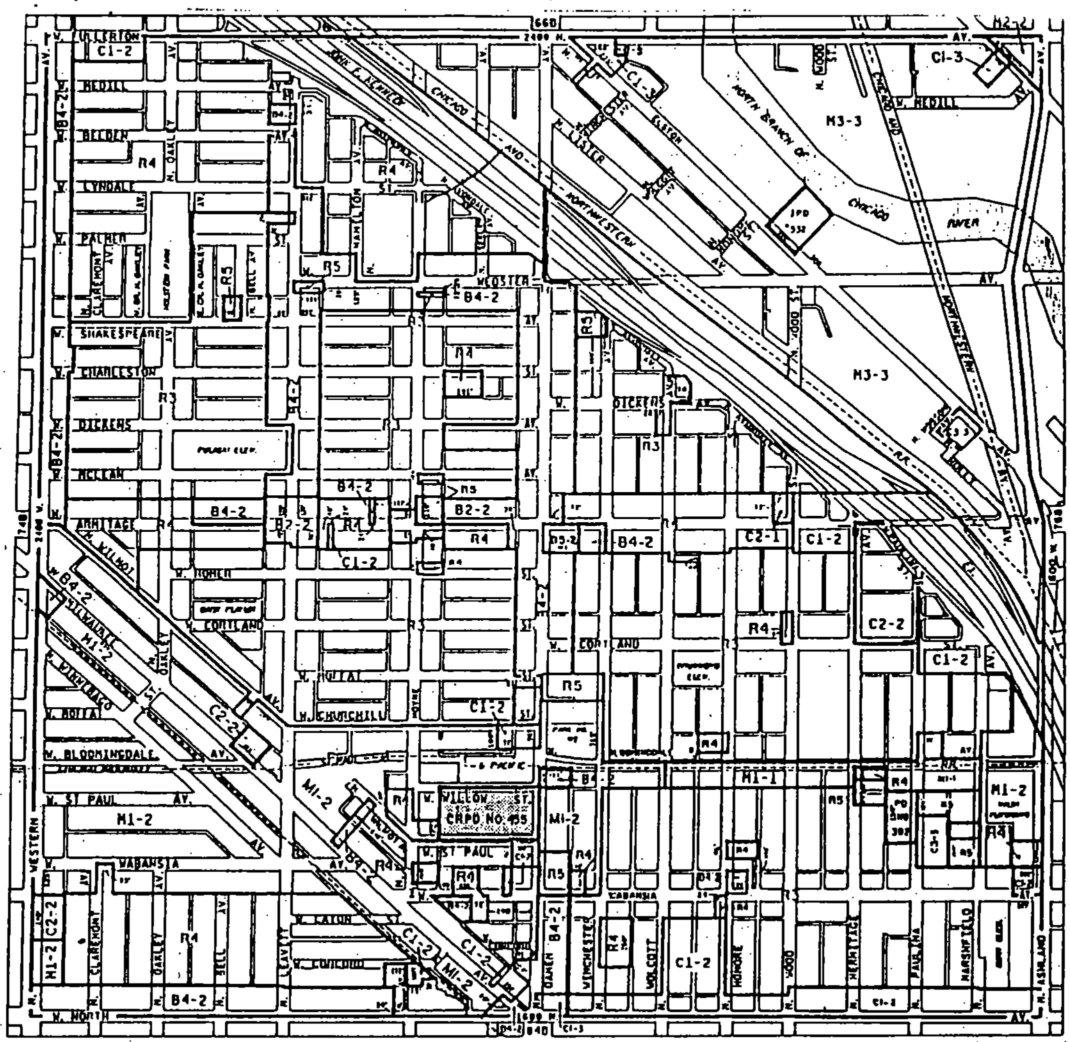
Legend:

Planned Development Boundary

Dimensioned Property Line

Applicant: Willow Square Limited Partners, L.L.C.
Address: 1728 N. Damen
Date: June 14, 1995, Revised August 10, 1995

Existing Zoning And Street System Map.

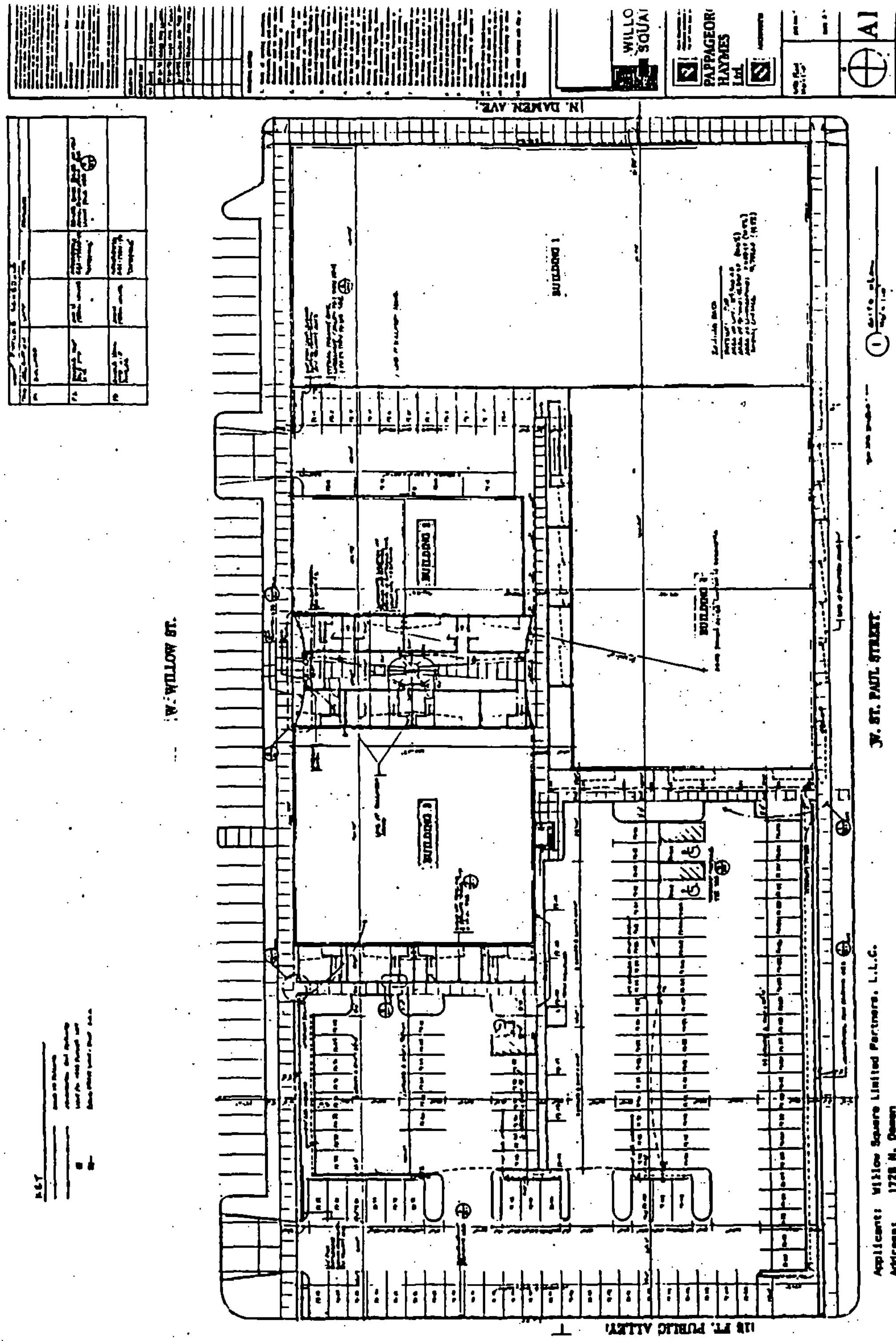


Subject Property

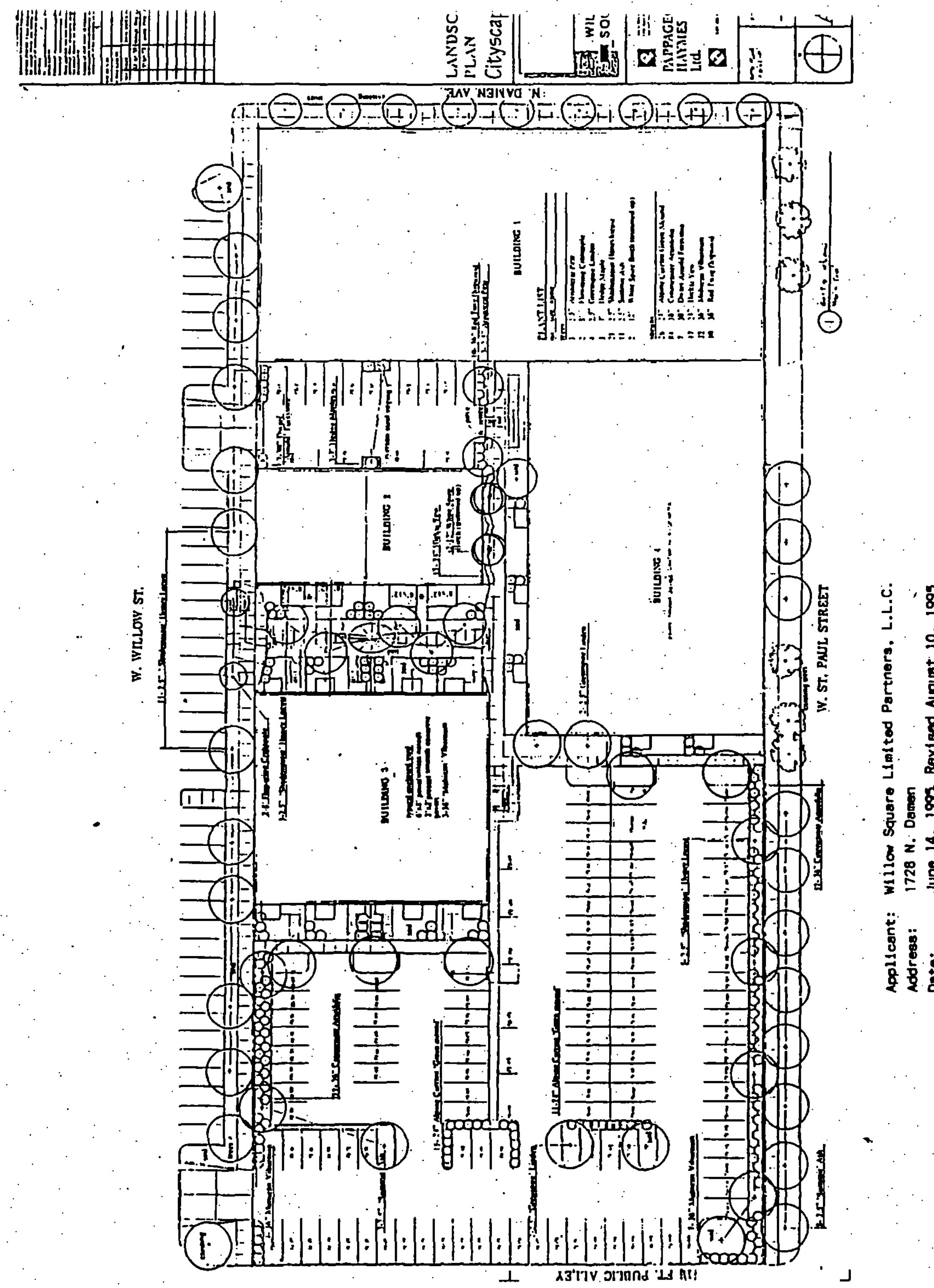
North

Applicant: Willow Square Limited Partners, L.L.C.
Address: 1728 N. Damen
Date: June 14, 1995, Revised August 10, 1995

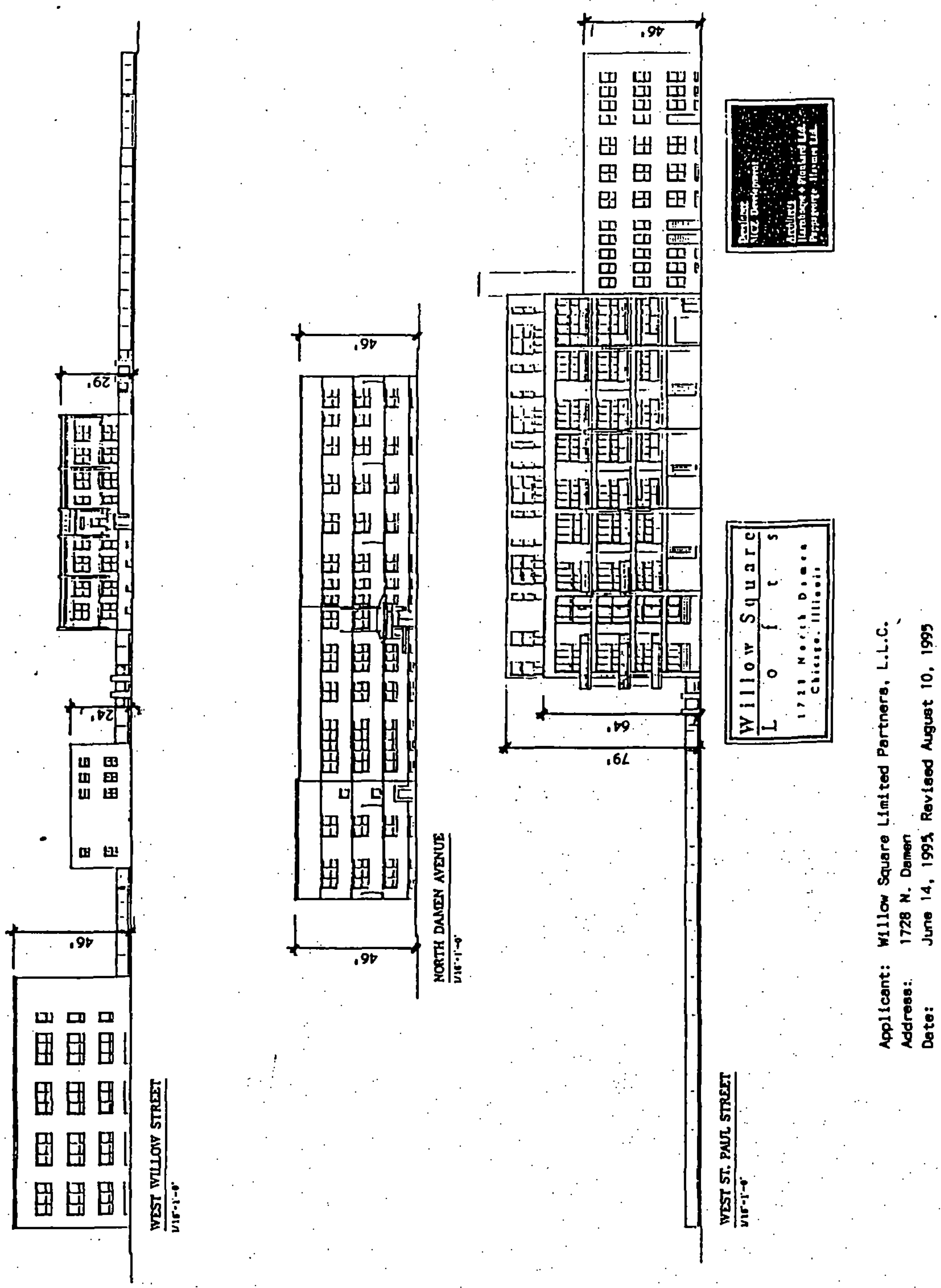
Site Plan.


N. DAMEN AVE.
W. WILLOW ST.
W. ST. PAUL STREET
18 FT. PUBLIC ALLEY
PAPPAGEORGE HAYMES Ltd.
A1
Applicant: Willow Square Limited Partners, L.L.C.
Address: 1728 N. Damen
Date: June 14, 1995 REVISED AUGUST 18, 1995

Landscape Plan



Building Elevations.



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 C1-1 Restricted Commercial District symbols and indications as shown on Map No. 5-I in the area bounded by:

> the alley next north of and parallel to West Belden Avenue; a line 287 feet east of and parallel to North Washtenaw Avenue; West Belden Avenue; and North Washtenaw Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-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 147.18 feet north of and parallel to West 33rd Street; South Shields Avenue; West 33rd Street; and South Stewart Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-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 B4-1 Restricted Retail 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 Grace Street; the alley next westerly of North Clark Street; West Grace Street; and North Lakewood Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Areas Shown On Map Number 9-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. 9-H in the area bounded by:

> the south line of West Larchmont Avenue; thence the west line of North Ravenswood Avenue to a point 52.11 feet north of the north line of West Byron Street; thence a line running west 156.33 feet north of and parallel to the west line of West Byron Street; thence a line 156.33 feet west of and parallel to North Ravenswood Avenue, running to the point of beginning,

and the area bounded by:

> the north line of West Larchmont Avenue; the west line of the Chicago Transit Authority right-of-way running to the public alley south of and parallel to West Larchmont Avenue; the north line of the public alley south of and parallel to West Larchmont Avenue; thence a line 32.10

feet west of the west line of the Chicago Transit Authority right-of-way running to the point of beginning,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 9-H in the area bounded by:

a line 52.11 feet north of and parallel to the north line of West Byron Street; the west line of North Ravenswood Avenue; the north line of West Byron Street; and the east line of the Chicago Transit Authority right-of-way running to the point of beginning,

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 full force and effect from and after its passage and publication.

Reclassification Of Area Shown On Map Number 13-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. 13-G in the area 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,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-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 Planned Development No. 92, as amended, symbols and indications as shown on Map No. 13-I in the area bounded by:

that part of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

beginning at the center of Section 12 aforesaid, being the centerline intersection of West Foster Avenue and North California Avenue in the City of Chicago, Illinois; thence north along the centerline of North California Avenue, 191.35 feet to the westerly projection of the north line of Lot 266 in William Britigan's Budlong Woods Golf Club Addition; thence east along said north line and said north line extended, 166.02 feet to the centerline of the alley; thence south along said centerline 25.04 feet to the centerline of the alley running east; thence east along said centerline of the alley, 308.05 feet to the northerly projection of the east line of Lot 283 in the aforementioned subdivision; thence south along said east line, 166.28 feet to the centerline of West Foster Avenue; thence west along said centerline 104.35 feet to the northerly projection of the east line of Lot 9 in the Town of Bowmanville Subdivision; thence south along said east line and its southerly extension, 390.55 feet to the centerline of West Winona Street; thence west along said centerline, 120.15 feet to the northerly extension of the east line of Lot 21 in the Town of Bowmanville Subdivision; thence south along said east line and its southerly extension, 271.55 feet to the centerline of West Carmen Avenue; thence west along said centerline of West Carmen Avenue, 249.21 feet to the centerline of West Foster Avenue; thence continuing west along the centerline of West Carmen Avenue, 663.91 feet to the centerline of North Francisco Avenue; thence north along the centerline of North Francisco Avenue, 664.21 feet to the centerline of West Foster Avenue; thence east along the centerline of West Foster Avenue, 663.61 feet to the point of beginning at the centerline of North California Avenue,

to those of Planned Development No. 92, as amended, and a corresponding use district is hereby established in the area above described, subject to the restrictions set forth in the attached Plan of Development.

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

Plan of Development referred to in this ordinance reads as follows:

Residential/Institutional Planned Development Number 92, As Amended

Plan Of Development Statements.

1. The area delineated herein as Residential/Institutional Planned Development No. 92, as amended, consists of approximately 599,687 square feet (13.8 acres) of real property which is depicted on the attached Property Line and Right-of-Way Adjustment Map (the "Property") and is owned by the Evangelical Covenant Church, an Illinois not-for-profit corporation (the "Church") and various corporations affiliated with the Church and known as: Covenant Retirement Communities, Inc., Life Center on the Green, Inc., Swedish Covenant Hospital, and Covenant Home of Chicago. Swedish Covenant Hospital (the "Applicant") has the authority to make the statements contained herein on behalf of the owners described above.

2. All applicable official reviews, approvals, licenses and permits shall be obtained by the Applicant or its assignee. Any dedication or vacation of streets, alleys, or any occupation of the right-of-way (including skybridges), easements or any adjustment of rights-of-way or any consolidation or resubdivision of parcels, shall require a separate submittal and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

   Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned

Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interest 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 Planned Development consists of these fifteen (15) Planned Development Statements and the following exhibits all prepared by O'Donnell Wicklund Pigozzi and Peterson Architects, Inc., dated August 10, 1995:

Bulk Regulations and Data Table;

Existing Zoning Map;

Property Line and Right-of-Way Adjustments Map;

Existing Land-Use Map;

Proposed Land-Use Plan;

Ambulatory/Surgery Building Site and Landscape Plan;

Ambulatory/Surgery Building East and North Elevations;

Ambulatory/Surgery Building West and South Elevations;

Ambulatory/Surgery Building North Skybridge Elevation, Skybridge Longitudinal Section Looking South, and Skybridge Cross Section Looking West;

Assisted Living Facility Site and Landscape Plan;

Assisted Living Facility South and West Elevation;

Parkway Tree Plan;

New Parking Lot Landscaping Plan at Hospital Emergency Entrance; and

Parking Lot Landscape Plan at Galter Life Center.

The Planned Development is applicable to the area delinated herein and these and no other zoning controls shall apply. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses shall be permitted in the Planned Development: hospital and related uses, health and fitness facilities, assisted living housing, day care facilities, medical offices, administrative offices and accessory uses, including parking.

6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs, shall be permitted upon the Property 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 shall be designated for parking for the handicapped.

8. Service drives or any other ingress and egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago. Vehicular ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development.

9. The height of each building located upon the Property and any appurtenances attached thereto, in addition to the Bulk Regulations and Data Table, 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 Development and Planning, Department of Aviation, and Department of Law and approved by the City Council.

10. For purposes of maximum Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply; provided, however, that in addition to the other exclusions from Floor Area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area devoted to mechanical equipment in excess of 5,000 square feet in a single location, regardless of placement in the building, shall be excluded.

11. The improvements on the Property, including all entrances and exits to the parking and loading areas and all landscaping, shall be designed and constructed in substantial conformance with the Exhibits listed in Statement 4. The exterior landscaping (including street trees in the adjacent right-of-way and transplanted trees) shall also be installed and maintained at all times in accordance with the Landscape Ordinance and Guidelines. Transplanted trees proposed along West Foster Avenue that do not survive will be promptly replaced with similar type trees.

12. The Ambulatory/Surgery Building to be constructed on the Property (see Generalized Land-Use Plan) is proposed to be constructed in two phases. The first phase is contemplated to complete construction of the first through fifth floors (see Building and Pedestrian Bridge Elevations), with the addition of floors six and seven in phase two of the construction. All landscaping and infrastructure improvements as depicted on the site/landscape plans shall be completed in phase one of the construction. Landscaping at the Galter Life Center parking lot and along West Foster Avenue shall be installed concurrently with the landscaping depicted on the Ambulatory/Surgery Building Landscape Plan.

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 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 proposed underlying the provisions thereof. 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. 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 a 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.").

15. Unless substantial construction of the Ambulatory/Surgery Building has commenced within ten (10) years of the effective date of this Planned Development and is thereafter diligently pursued, the approvals granted and obligations imposed under this Planned Development shall automatically expire. Provided, however, if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Development ordinances, then this Planned Development shall expire upon the expiration of such shorter time period as provided for by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to that of Planned Development No. 92 as adopted on June 7, 1990. If the assisted living building has been constructed at the time of expiration, then the maximum fifty-six (56) assisted living units shall remain a permitted use in accordance with this amendment.

[Existing Zoning Map; Property Line and Right-of-Way Adjustments Map; Existing Land-Use Map; Proposed Land-Use Plan; Ambulatory/Surgery Building Site and Landscape Plan; Ambulatory/Surgery Building East and North Elevations; Ambulatory/Surgery Building West and South Elevations; Ambulatory/Surgery Building Skybridge Elevation and Cross Section; Assisted Living Facility Site and Landscape Plan; Assisted Living Facility South and West Elevations; Parkway Tree Plan; New Parking Lot Landscape Plan at Hospital Emergency Entrance; and Parking Lot Landscape Plan at Galter Life Center referred to in these Plan of Development Statements printed on pages 7259 through 7271 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

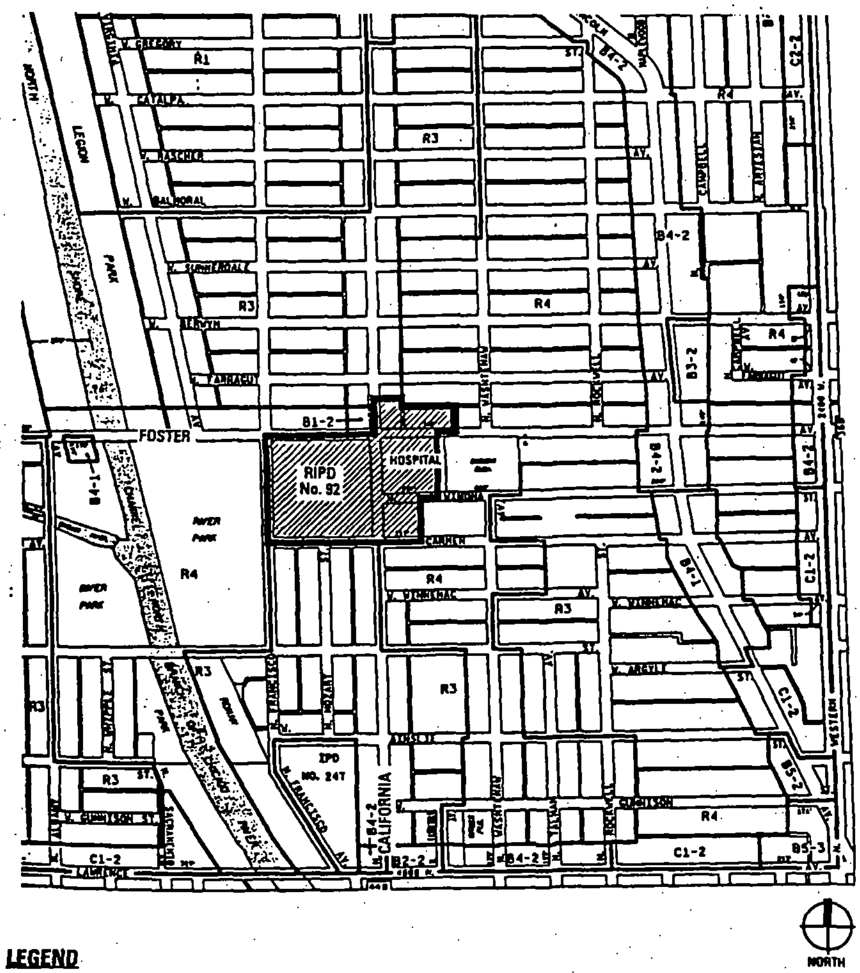
Residential Institutional Planned Development No. 92, As Amended.

Bulk Regulations And Data Table.

Net Site Area:	599,687 square feet.
	13.8 acres
Area in Public Right-of-Way:	3.4 acres
Approximate Gross Site Area:	17.2 acres
Maximum Number of Hospital Beds:	340.
Maximum Assisted Living Units:	56.
Maximum Floor Area Ratio:	1.1.
Maximum Building Height:	Proposed Ambulatory/Surgery structure west of California Avenue: 110 feet. Proposed Assisted Living Facility north of Foster Avenue: 55 feet.
Maximum Percentage of Site Coverage:	45%.
Minimum Number of Parking Spaces:	890.
Minimum Number of Berths:	Proposed Ambulatory/Surgery structure west of California Avenue: 2. Proposed Assisted Living Facility north of Foster Avenue: 1.
Minimum Number of Building Setbacks:	In accordance with Site Plans.

Existing Zoning Map.

SWEDISH COVENANT HOSPITAL - RIPD No. 92 as amended



LEGEND

RESIDENCE DISTRICTS
R1 SINGLE-FAMILY RESIDENCE
R3 GENERAL-RESIDENCE
R4 GENERAL-RESIDENCE

COMMERCIAL DISTRICTS
C1-2 RESTRICTED COMMERCIAL
C2-2 GENERAL COMMERCIAL

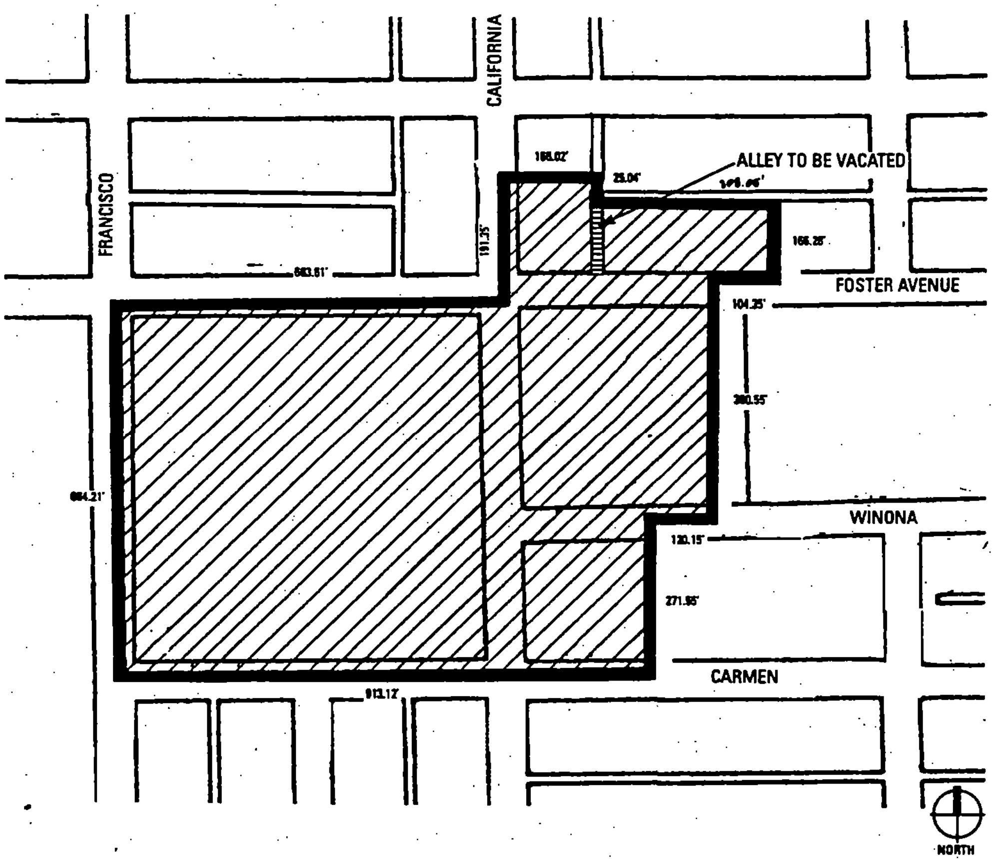
BUSINESS DISTRICTS
B2-2 RESTRICTED RETAIL
B3-2 GENERAL RETAIL
B4-1 TO B4-2 RESTRICTED SERVICE
B5-2 TO B5-3 GENERAL SERVICE

OWP&P Architects

March 10, 1995
Revised August 10, 1995

Property Line And Right-of-Way Adjustments Map.

SWEDISH COVENANT HOSPITAL - Ambulatory / Surgery Building

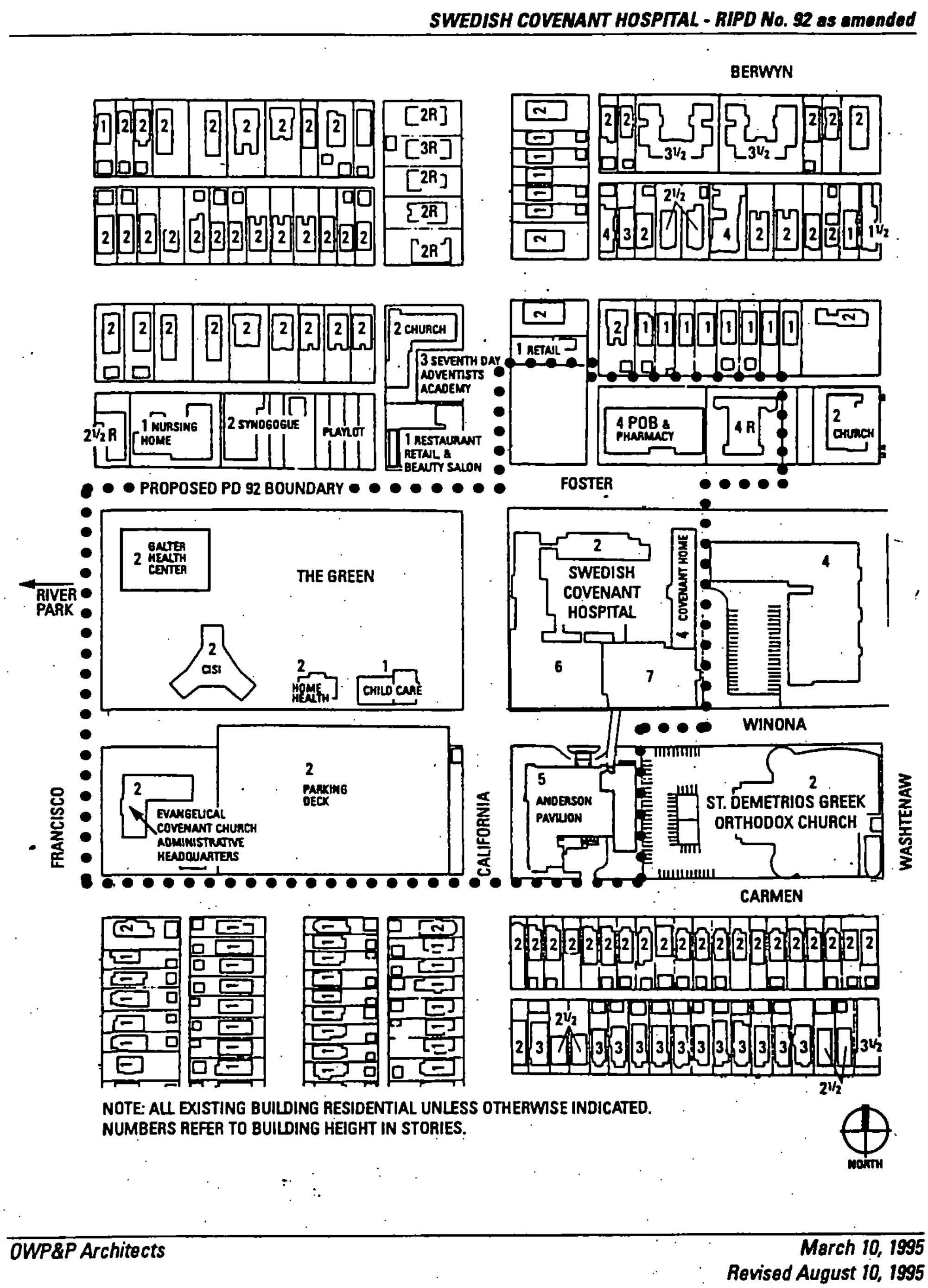


OWP&P Architects

March 10, 1995

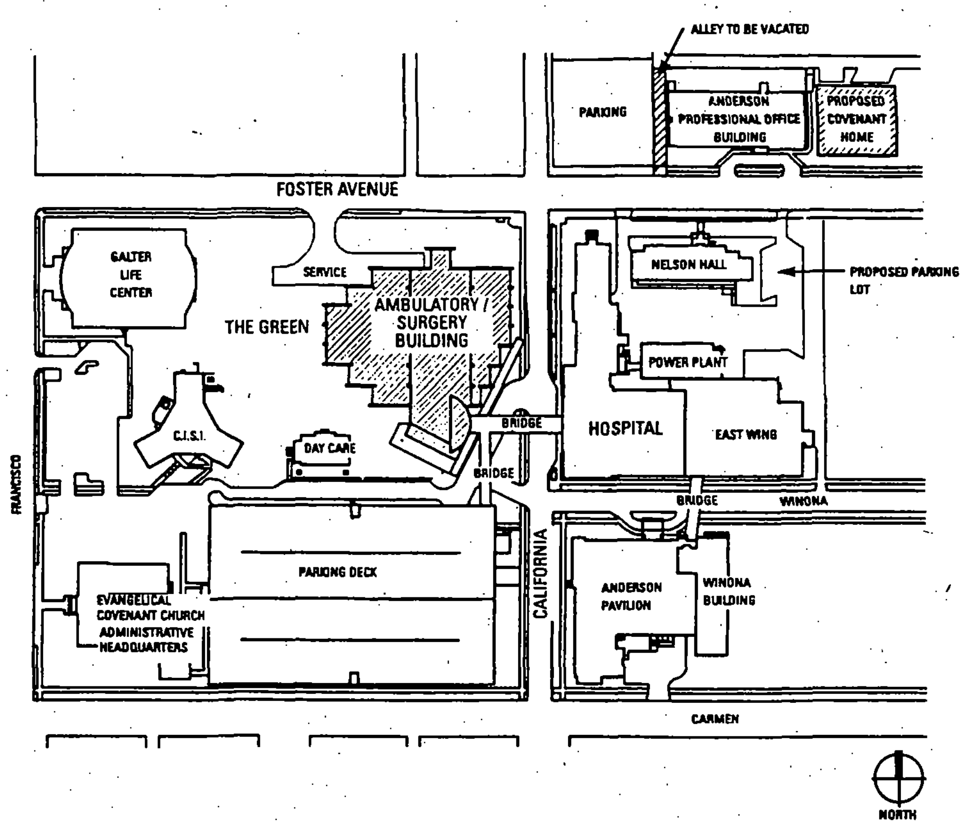
Revised August 10, 1995

Existing Land-Use Map.



Proposed Land-Use Plan.

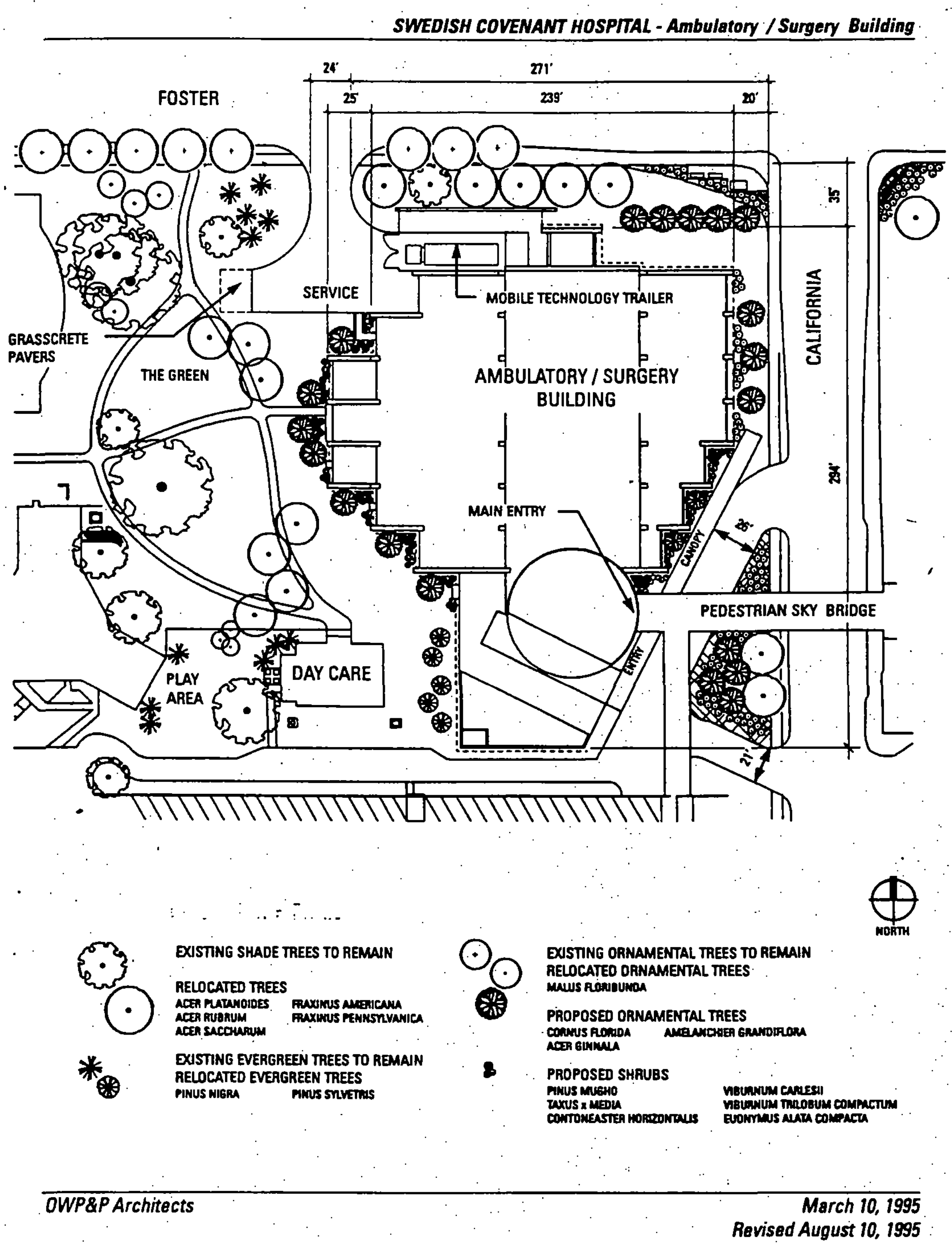
SWEDISH COVENANT HOSPITAL - RIPD No. 92 as amended



OWP&P Architects

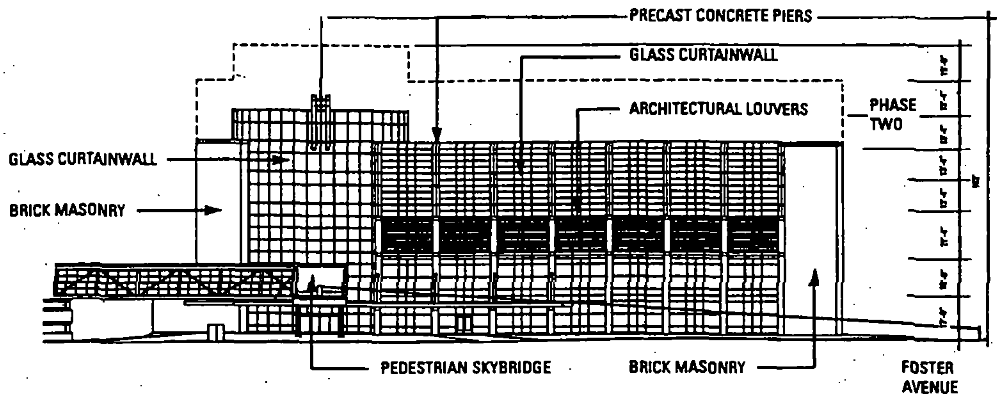
March 10, 1995
Revised August 10, 1995

Ambulatory/Surgery Building Site And Landscape Plan.

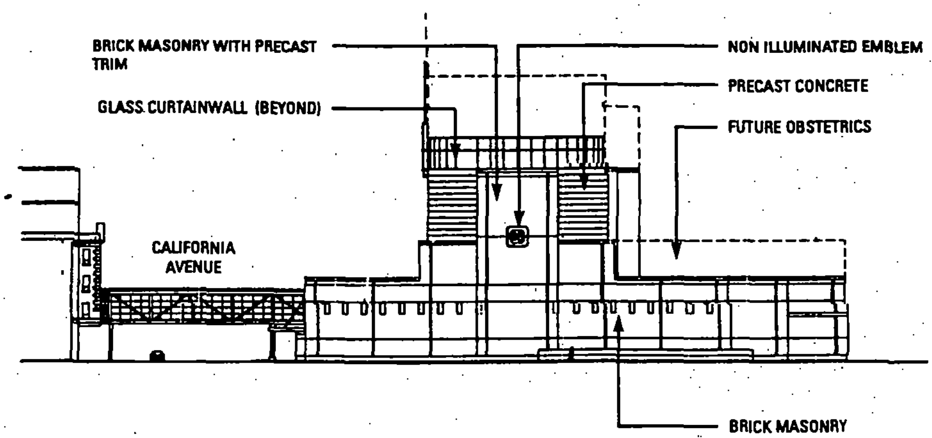


Ambulatory/Surgery Building East And North Elevations.

SWEDISH COVENANT HOSPITAL - Ambulatory / Surgery Building



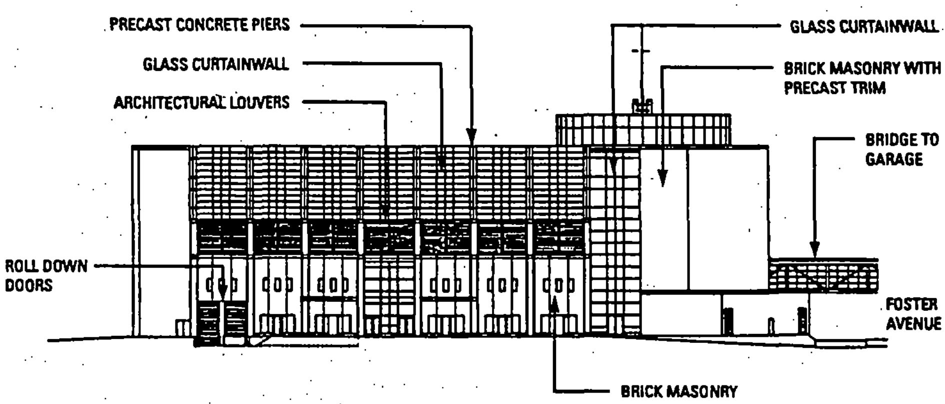
EAST ELEVATION



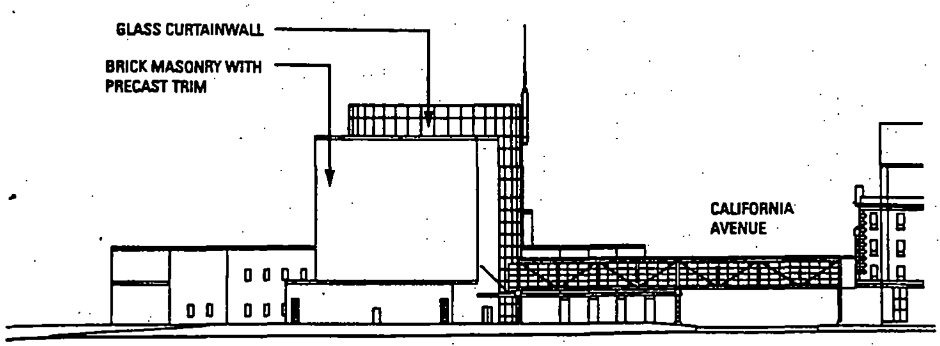
OWP&P Architects *March 10, 1995*
Revised August 10, 1995

Ambulatory/Surgery Building West And South Elevations.

SWEDISH COVENANT HOSPITAL - Ambulatory / Surgery Building



WEST ELEVATION

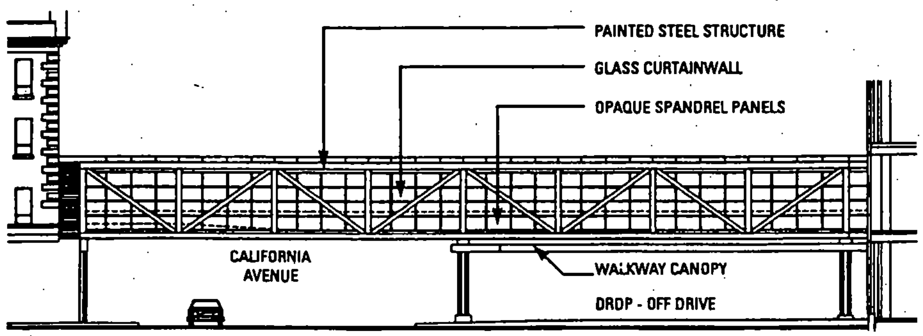


OWP&P Architects

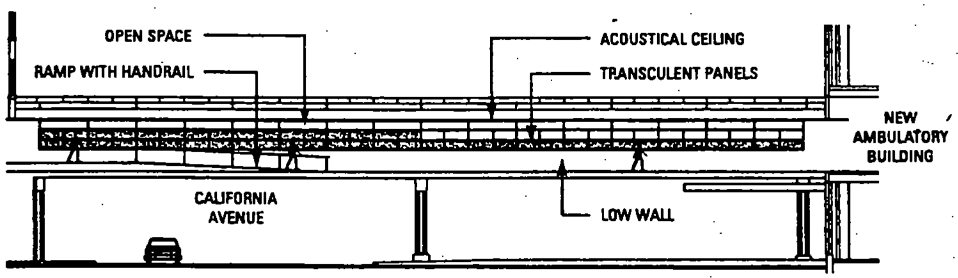
March 10, 1995
Revised August 10, 1995

Ambulatory/Surgery Building Skybridge Elevation And Cross Section.

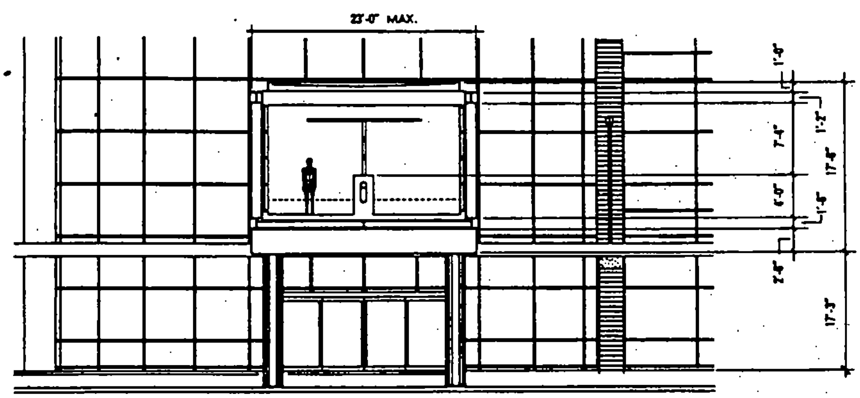
SWEDISH COVENANT HOSPITAL - Ambulatory / Surgery Building



NORTH SKYBRIDGE ELEVATION



SKYBRIDGE LONGITUDINAL SECTION LOOKING SOUTH



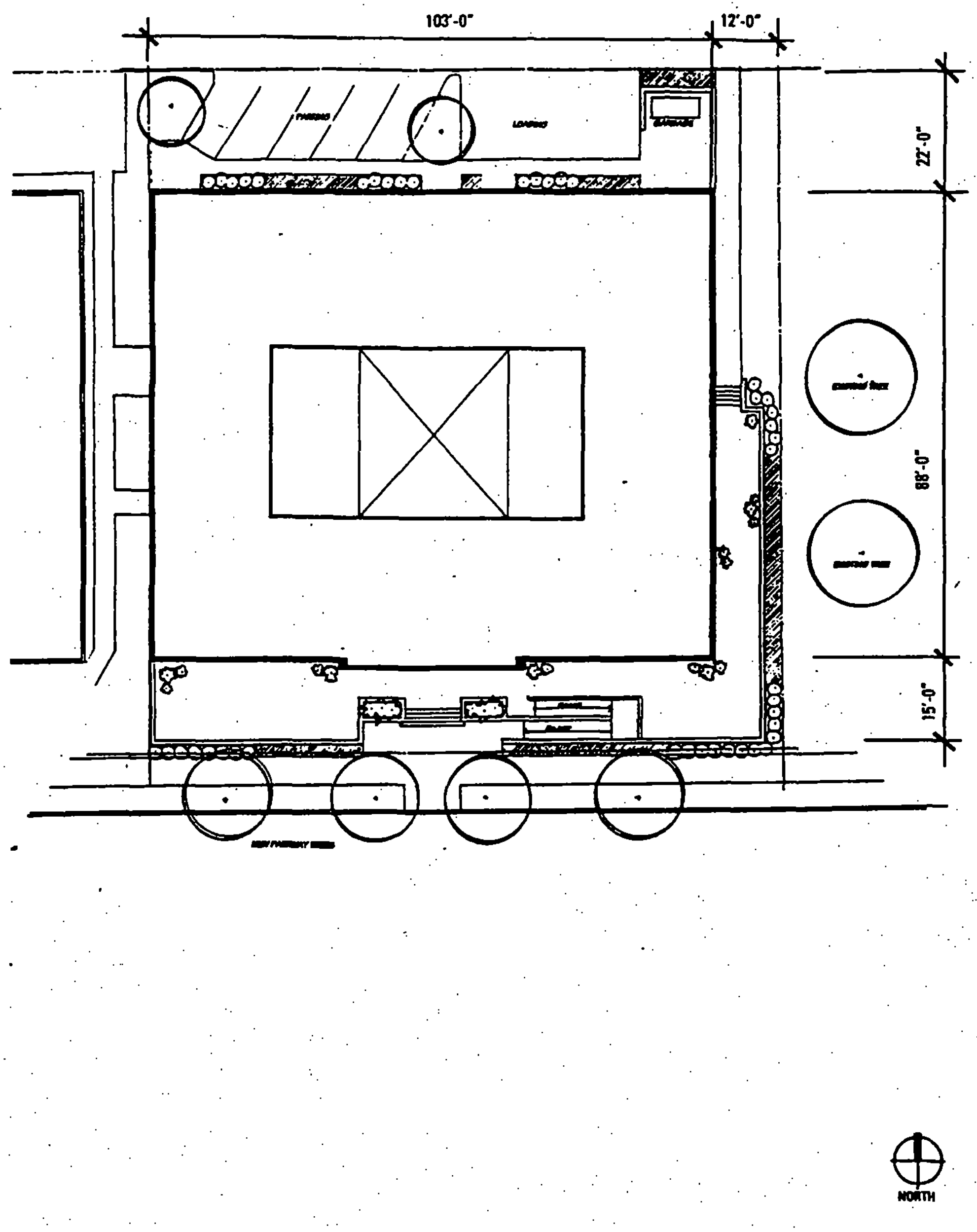
SKYBRIDGE CROSS SECTION LOOKING WEST

OWP&P Architects

March 10, 1995
Revised August 10, 1995

Assisted Living Facility Site And Landscape Plan.

SWEDISH COVENANT HOSPITAL -Covenant Home Assisted Living

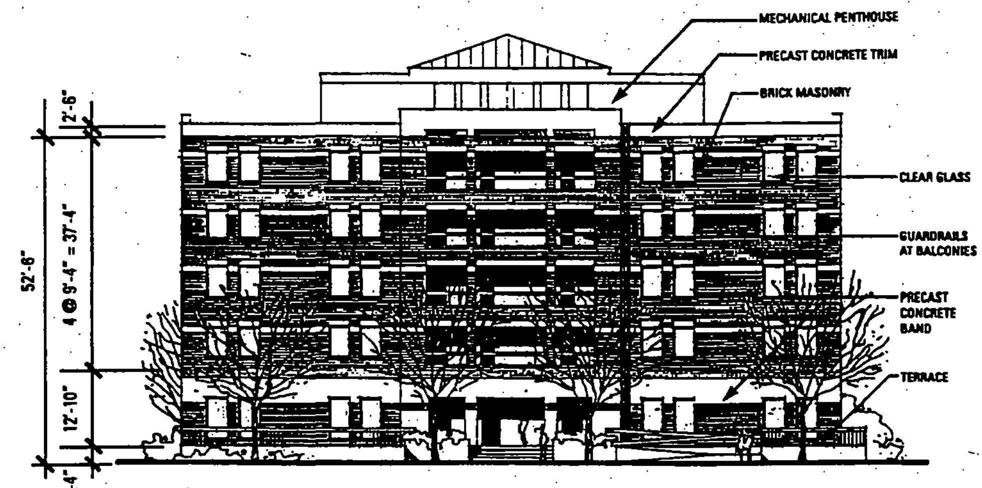


OWP&P Architects

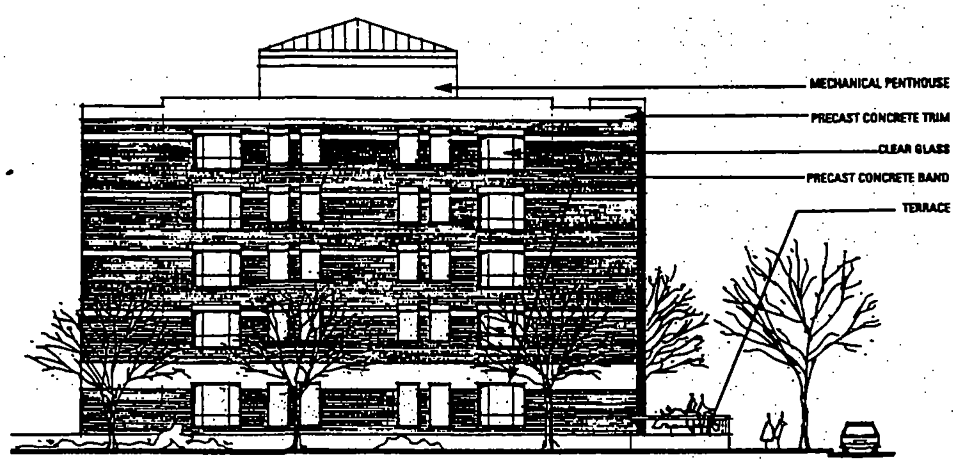
March 10, 1995
Revised August 10, 1995

Assisted Living Facility South And West Elevations.

SWEDISH COVENANT HOSPITAL -Covenant Home Assisted Living



SOUTH ELEVATION

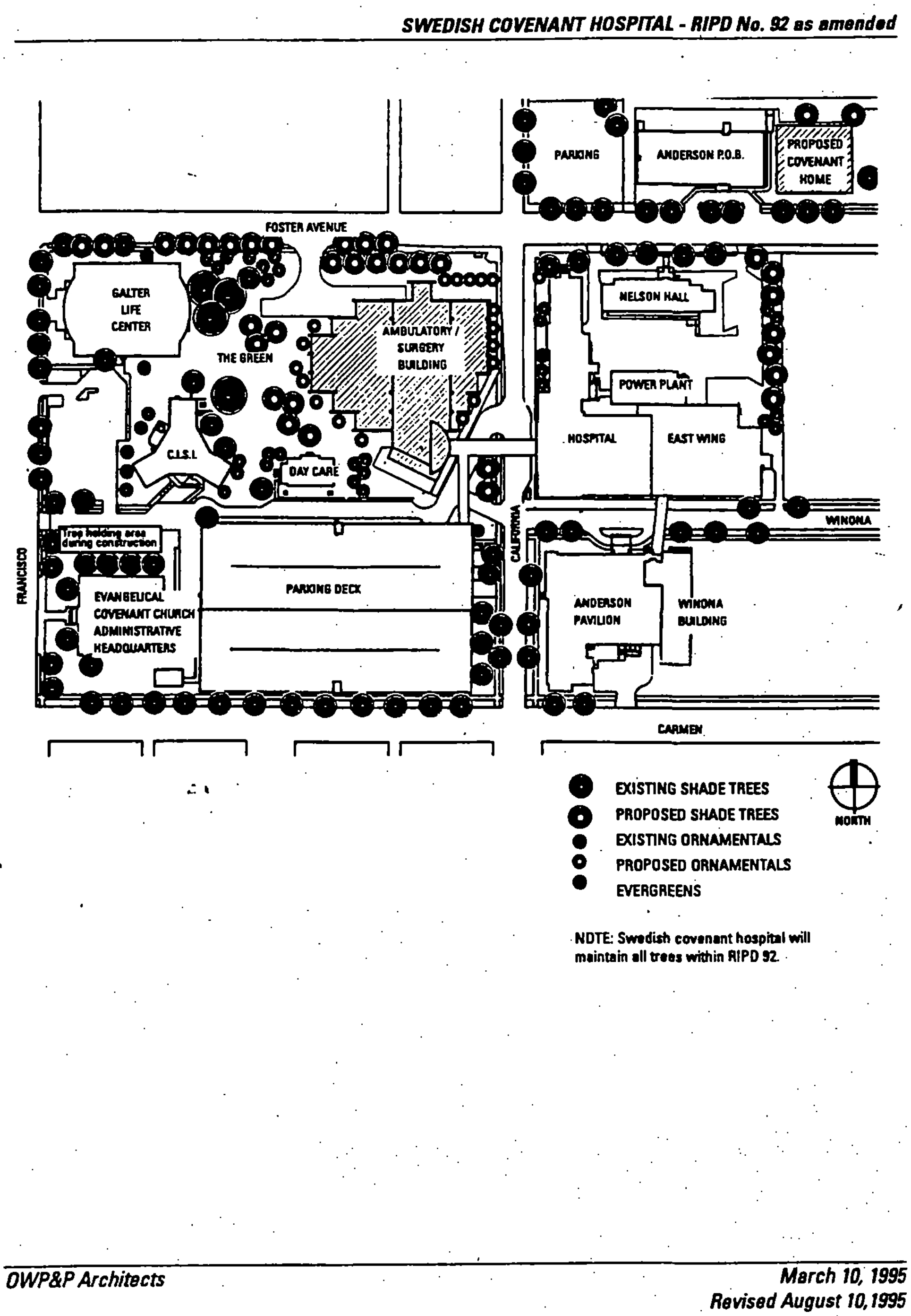


WEST ELEVATION

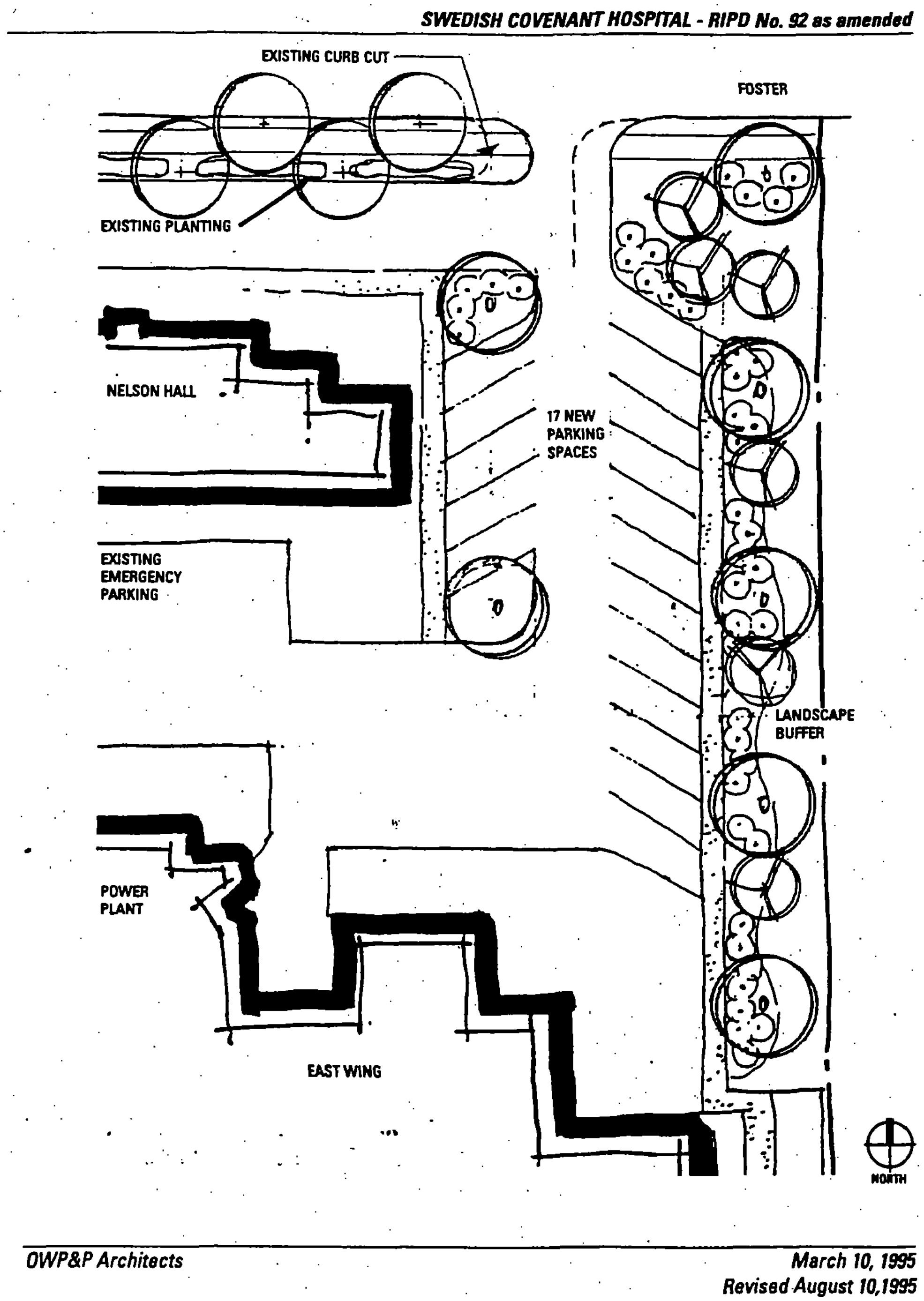
OWP&P Architects

March 10, 1995
Revised August 10, 1995

Parkway Tree Plan.

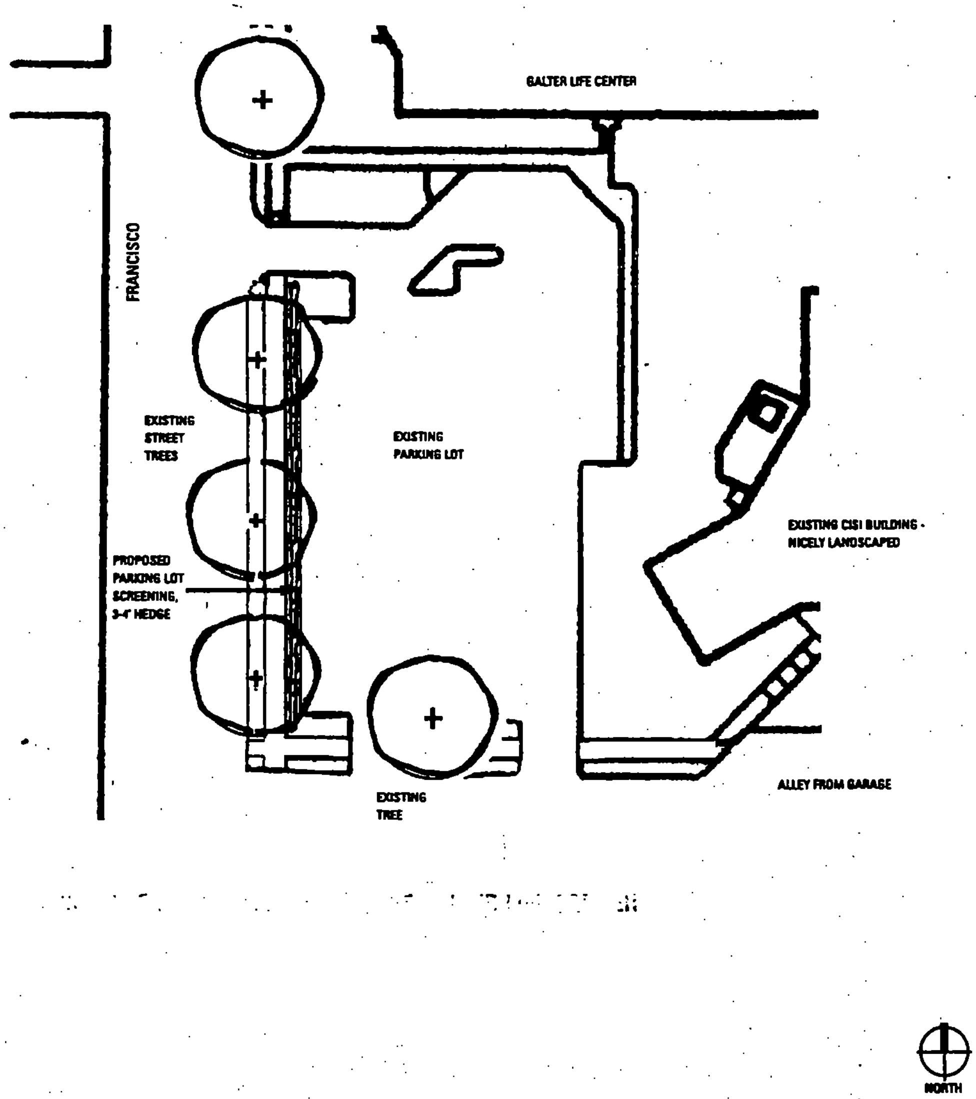


New Parking Lot Landscape Plan At Hospital Emergency Entrance.



Parking Lot Landscape Plan At
Galter Life Center.

SWEDISH COVENANT HOSPITAL - RIPD No. 92 as amended



OWP&P Architects

March 10, 1995
Revised August 10,1995

Action Deferred -- AMENDMENT OF TITLE 17, ARTICLE 7 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY REGULATING PLACEMENT OF SIGNS IN RESIDENTIAL AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on October 6, 1994, I beg leave to recommend that Your Honorable Body pass one ordinance transmitted herewith which was corrected and amended. This ordinance is Application Number TAD-055B, which amends Title 17 of the Municipal Code.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

Alderman Banks moved to *Substitute* a proposed ordinance for the ordinance transmitted with the foregoing committee report. The motion to substitute *Prevailed.*

Thereupon, on motion of Alderman Banks and Alderman E. Smith, the said proposed substitute ordinance was *Deferred* and ordered published.

The following is said proposed substitute ordinance:

WHEREAS, The proliferation of signs in Chicago neighborhoods constitutes a significant detrimental influence with respect to the appearance of residential communities; and

WHEREAS, The placement of signs in residential areas should be reasonably regulated to ensure that the appearance of Chicago neighborhoods is maintained; and

WHEREAS, Restrictions relating to the size, height, number, color, location and other features of residential signs will promote the legitimate governmental interest in promoting the appearance of residential areas; and

WHEREAS, Sign regulations should reflect the varying uses that occur in residential areas; now, therefore,

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

SECTION 1. Title 17 of the Municipal Code of Chicago, "The Chicago Zoning Ordinance", is hereby amended by repealing Section 7.10-1(C)(1)-(4), and adding a new Subsection 7.10-9, as follows:

7.10-9 -- Permitted Signs -- R1 To R8 Residence Districts.

(1) In R1, R2, R3 and R4 Districts, signs are permitted under the conditions specified; provided, however, that signs authorized in accordance with Section 7.10-1(a) and (b) of this section are not subject to the specified restrictions.

a. Number. There shall be not more than one such sign per lot; provided, however, that one additional sign may be placed in accordance with subsection (i) herein.

b. Size. No such sign shall exceed four (4) square feet in gross area per side.

c. Height. No such sign shall project higher than five (5) feet above curb level unless expressly provided otherwise herein.

d. Color. No such sign shall have more than four colors including white and black.

e. Location. No such sign shall be located in any side yard abutting a single-family residential lot or in the area between a street and sidewalk.

f. Placement and Projection. No such sign shall be placed on or over any public open space, public way, publicly owned building or publicly owned property unless placed with the express permission of the public entity owning or exercising jurisdiction over such public property, except that where no other restriction exists such sign may project not more than two (2) inches beyond the property line into the public way if attached to an improvement on the lot.

g *Attachment to Improvements. Such signs may, but need not, be attached to any improvement on the lot. If attached to an improvement, no such sign shall project higher than one (1) story or twenty (20) feet above curb level, whichever is lower, and no such sign shall project more than two (2) inches from such improvement.*

h. *Authorization. No such sign shall be placed on a lot or structure without the prior written authorization of the owner of the lot or any improvement thereon; provided, however, that this subsection (h) shall not apply to a sign created by the owner of the lot or improvement upon which it is displayed.*

i. *Duration of Display. All "For Rent" signs shall be removed within two (2) days following the execution of a rental lease for the property advertised to be rented on the lot. All "Open House" signs shall only be permitted during the hours that the open house is in progress and during the twelve (12) hours immediately preceding the open house. All "Open House" signs shall be removed immediately upon conclusion of the open house.*

j. *Any such sign shall be placed parallel to any improvement on a lot.*

k. *Any such sign shall be placed at least fifty (50) feet from the nearest street curb. If an improvement on a lot prevents such placement, the sign shall be placed in a window or attached to the improvement. If placement of a sign in a window, or attached to an improvement, would obscure the visibility of a sign from the street, such sign may be placed within three (3) feet in front of the improvement. If a permanent obstruction obscures the sign from view, the sign may be placed to the side of the obstruction. If a permanent obstruction, covering the entire width of a lot, would obscure the visibility of a sign, the sign may be placed one (1) foot in front of the obstruction.*

l. *No such sign shall contain any neon, audible device, balloon or blimp.*

m. *No such sign shall contain supports larger than necessary to uphold the weight of the sign nor shall flags or pennants be used in association with the sign.*

n. *No such sign shall be of the flashing, moving or animated type.*

(2) *In R5, R6, R7 and R8 Districts, signs are permitted under the conditions specified; provided, however, that signs authorized in accordance with Sections 7.10-1 (a) and (b) of this section are not subject to the specified restrictions.*

a. *There shall be not more than one such sign per lot except that on a corner lot two signs -- one facing each street -- shall be permitted. No sign shall exceed twelve (12) square feet in area nor be closer than eight (8) feet to any other zoning lot.*

b. *Projection. No sign shall project more than two (2) inches beyond the property line into the public way.*

c. *Height. No sign shall project higher than one (1) story, or twenty (20) feet above curb level -- whichever is lower.*

SECTION 2. Title 17 of the Municipal Code, Section 7.10-1 (C) (5), is hereby renumbered as Section 7.10-10.

SECTION 3. Title 17 of the Municipal Code, Section 7.10-1 (2) is hereby repealed and Section 7.10-1 (3) is hereby renumbered as Section 7.10-1(2).

SECTION 4. If any provision, clause, sentence, paragraph, subsection or section of this ordinance, or the application thereof, shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared severable.

SECTION 5. This ordinance shall supercede any inconsistent ordinance or resolution previously approved by the Council. In adopting this ordinance, the Council intends to supercede the resolution set forth at page 422 of the Journal of Proceedings of the City Council (May 2, 1995) as it may have applied to this ordinance or any prior version of this ordinance.

SECTION 6. This ordinance shall be in force and effect forty-five (45) days after its passage and publication.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

(Committee Meeting Held August 24, 1995)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 24, 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 appointment of Demitri Konstantelos as a member of the Zoning Board of Appeals for a term expiring July, 2000. Also, I beg leave to recommend the appointment of Leroy K. Martin as a member of the Zoning Board of Appeals for a term expiring July 1, 2000.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form. They are Application Numbers 11557, 11570, 11556, 11543, A-3314 and 11408.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of the appointments of Demitri Konstantelos and Leroy K. Martin, and Application Numbers 11543, 11557 and 11570, 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-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. 1-H in the area bounded by:

> the alley next north of and parallel to West Ohio Street; North Paulina Street; West Ohio Street and a line 26.07 feet west of and parallel to North Paulina Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-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. 1-H in the area bounded by:

> the public alley next north of and parallel to West Race Avenue; North Wood Street; West Race Avenue; and a line 72 feet west of and parallel to North Wood Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-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. 1-H in the area bounded by:

the alley next north of and parallel to West Superior Street; a line 50.05 feet east of North Wood Street; West Superior Street; and North Wood Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 1-H in the area bounded by:

the alley next north of and parallel to West Warren Boulevard; a line 240 feet east of North Hoyne Avenue; West Warren Boulevard; and a line 90 feet east of North Hoyne 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 2-H.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 2-H in the area bounded by:

the alley next south of and parallel to West Monroe Street; the alley next west of and parallel to South Damen Avenue; a line 115 feet north of the alley next north of and parallel to West Adams Street; a line 139.8 feet west of South Damen Avenue; the alley next east of and parallel to South Seeley Avenue; a line 177 feet north of West Adams Street; and South Seeley 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 force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-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 M2-3 General Manufacturing District symbols and indications as shown on Map No. 6-I in the area bounded by:

the alley next north of and parallel to West 24th Place; a line 260 feet west of South Western Avenue; West 24th Place; and a line 332 feet west of South Western Avenue,

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-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 R6 General Residence District symbols and indications as shown on Map No. 7-G in the area bounded by:

a line 98 feet north of West Barry Avenue; North Kenmore Avenue; West Barry Avenue; and a line 100 feet west of North Kenmore Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 9-G in the area bounded by:

the alley next north of and parallel to West Belmont Avenue; a line 198 feet west of North Racine Avenue; West Belmont Avenue; and a line 248 feet west of North Racine Avenue,

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 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:

the alley next north of and parallel to West Dakin Street; a line 150 feet west of North Narragansett Avenue; West Dakin Street; and North Natchez Avenue,

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 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 B2-1 Restricted Retail District symbols and indications as shown on Map No. 11-H in the area bounded by:

a line 20 feet southeast of West Cuyler Avenue; North Lincoln Avenue; a line 95 feet southeast of and parallel to West Cuyler Avenue; and the public alley next west of and parallel to North Lincoln Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-J.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 12-J in the area 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,

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 13-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-3 General Commercial District symbols and indications as shown on Map No. 13-G in the area bounded by:

West Bryn Mawr Avenue; North Broadway; a line 160 feet south of West Bryn Mawr Avenue; the alley next east of and parallel to North Broadway; a line 55 feet south of West Bryn Mawr Avenue; the easterly right-of-way line of the Chicago Transit Authority elevated structure; West Foster Avenue; the alley next west of and parallel to North Broadway; West Catalpa Avenue; North Broadway; a line 84 feet north of West Catalpa Avenue; and the alley next west of and parallel to North Broadway,

to 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 15-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District and C2-3 General

Commercial District symbols and indications as shown on Map No. 15-G in the area bounded by:

> West Granville Avenue; North Broadway; the alley next south of and parallel to West Granville Avenue; the easterly right-of-way line of the Chicago Transit Authority elevated structure; the alley next north of and parallel to West Thorndale Avenue; the alley next east of and parallel to North Broadway; a line 75 feet north of West Thorndale Avenue; North Broadway; a line 40 feet north of West Thorndale Avenue; and the alley next west of and parallel to North Broadway,

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 15-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District and C2-3 General Commercial District symbols and indications as shown on Map No. 15-G in the area bounded by:

> a line 53 feet south of West Thorndale Avenue; North Broadway; a line 100 feet south of West Thorndale Avenue; the alley next east of and parallel to North Broadway; the alley next south of and parallel to West Thorndale Avenue; the easterly right-of-way line of the Chicago Transit Authority elevated structure; the alley next north of and parallel to West Bryn Mawr Avenue; North Broadway; the alley next northerly of North Ridge Avenue; and the alley next west of and parallel to North Broadway,

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 18-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. 18-I in the area bounded by:

a line 174.31 feet south of and parallel to West 72nd Street; South Western Avenue; a line 199.31 feet south of and parallel to West 72nd 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 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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 22-B in the area bounded by:

East 89th Street; the public alley next east of and parallel to South Baltimore Avenue (or the west line of the C.R.R./B. & O. Railroad right-of-way line); East 90th Street; and South Baltimore Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District and C1-2 Restricted Commercial District symbols and indications as shown on Map No. 22-B in the area bounded by:

East 91st Street, a line 136 feet west of and parallel to South Commercial Avenue; the public alley next south of and parallel to East 91st Street; the public alley next west of and parallel to South Commercial Avenue; the public alley next north of and parallel to East 92nd Street; South Exchange Avenue; the public alley next south of and parallel to East 91st Street; and a line 61.15 feet east of and parallel to South Exchange Avenue,

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 26-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 C1-1 Restricted Commercial District symbols and indications as shown on Map No. 26-E in the area bounded by:

a line 50 feet south of and parallel to East 105th Street; the public alley next east of and parallel to South Michigan Avenue; a line 565.95 feet south of and parallel to East 105th Street; and South Michigan Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 26-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 B2-1 Restricted Retail District symbols and indications as shown on Map No. 26-F in the area bounded by:

> a line 175 feet north of and parallel to West 106th Place; the alley next east of and parallel to South Wentworth Avenue; a line 125 feet north of and parallel to West 106th Place; and South Wentworth Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Numbers 32-E And 32-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 R2 Single-Family Residence District symbols and indications as shown on Map Nos. 32-E and 32-F in the area 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,

to those of an M3-3 Heavy 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.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

(Committee Meeting Held August 29, 1995)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 29, 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 nine ordinances which were corrected and amended in their corrected form. They are Application Numbers 11593, 11558, 11470, 11581, 11533, 11369, 11521, 11564 and 11585.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of Application Numbers 11595, 11578, 11558, 11521, 11509, A-3369 and 11533, for which I request immediate passage because time is of the essence. Also, I move to refer to the Committee on Housing an ordinance to rescind a Redevelopment Agreement with F.J.V. Venture for sale of land in Block 37 of the North Loop Blighted Commercial Area. Please let the record reflect that Alderman Richard Mell takes a Rule 14 on Application Number 11581.

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-F.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-5 General Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by:

a line 40 feet south of West Grand Avenue; a line from a point 40 feet south of West Grand Avenue and 4.2 feet east of North Union Avenue, to a point 160 feet south of West Grand Avenue and 111.4 feet east of North Union Avenue; a line 160 feet south of West Grand Avenue; 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 and parallel to West Hubbard Street; and North Union Avenue,

to those of a C3-5 Commercial-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 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 M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in the area 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,

to those of a B7-5 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 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 symbols and indications as shown on Map No. 1-G in the area 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,

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 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 B4-2 Restricted Service District and R4 General Residence District symbols and indications as shown on Map No. 1-G in the area 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,

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 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 C2-3 General Commercial District and C3-3 Commercial-Manufacturing District symbols and indications as shown on Map No. 1-G in the area bounded by:

the alley next north of the alley next north of West Madison Street; the alley next east of North Loomis Street; the alley next north of West Madison Street; a line 190.4 feet east of North Loomis Street; West Madison Street; and North Loomis Street,

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 full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 1-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. 1-H in the area 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,

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 1-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 R3 General Residence District symbols and indications as shown on Map No. 1-H in the area 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,

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-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. 1-H in the area bounded by:

a line 47.10 feet north of the alley next south of West Superior Street; a line 47 feet east of North Hoyne Avenue; West Superior Street; a line 71 feet east of North Hoyne Avenue; the alley next south of West Superior

Street; a line 23.07 feet east of North Hoyne Avenue; West Huron Street; and North Hoyne 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 2-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 2-L in the area bounded by:

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

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 3-H in the area bounded by:

a line 100 feet south of and parallel to West Hirsch Street; North Leavitt Street; a line 150 feet south of and parallel to West Hirsch Street; and the public alley next west of and parallel to North Leavitt Street, to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-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 M2-4 General Manufacturing District symbols and indications as shown on Map No. 4-I in the area 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,

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 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 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,

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.
(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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

> the alley next north of West Bloomingdale Avenue; a line 96.32 feet east of North Paulina Street; West Bloomingdale 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 full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area 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, 0 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 the existing railroad tracks; thence a line running east along the south face of the 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 the existing railroad tracks; thence a line running east along the south face of the existing railroad tracks for a distance of 100 feet to the point of beginning,

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 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 R3 General Residence District symbols and indications as shown on Map No. 6-J in the area 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,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-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. 7-H in the area bounded by:

West Altgeld Street; North Avondale Avenue; the alley south of West Altgeld Street; and a line 20.43 feet west of the intersection of West Altgeld Street and North Avondale Avenue as measured along the south line of West Altgeld Street and perpendicular thereto,

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-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. 7-H in the area bounded by:

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

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 7-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-M in the area bounded by:

a line 59.35 feet north of and parallel to West Schubert Avenue; North Austin Avenue; West Schubert Avenue; and the public alley next west of and parallel to North Austin 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 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District and B4-2 Restricted Business District symbols and indications as shown on Map No. 9-G in the area 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,

to those of a B4-3 Restricted Business 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 9-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 R3 General Residence District symbols and indications as shown on Map No. 9-I in the area 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,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-1 Local Retail District symbols and indications as shown on Map No. 9-N in the area bounded by:

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

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

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:

> the alley next north of and parallel to West 43rd Street; a line 31.24 feet east of South Wallace Street; West 43rd Street; and South Wallace Street,

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.
(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. 11-H in the area bounded by:

> the public alley next north of and parallel to West Montrose Avenue; a line 43 feet east of and parallel to North Paulina Street; West Montrose Avenue; and North Paulina Street,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-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 B3-2 General Retail District symbols and indications as shown on Map No. 13-G in the area 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,

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 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 R2 Single-Family Residence District symbols and indications as shown on Map No. 13-P in the area 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,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 14-M in the area bounded by:

> a line 251.5 feet north of West 61st Street; South Central Avenue; a line 126.5 feet north of West 61st Street; and the alley next west of South Central 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 16-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District and B4-1 Restricted Service District symbols and indications as shown on Map No. 16-E in the area 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,

to those of a B5-2 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Numbers 16-H And 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-H in the area bounded by:

a line 75.25 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,

and on Map No. 16-I in the area 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,

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-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 B2-1 Restricted Retail District symbols and indications as shown on Map No. 16-K in the area 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,

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-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 20-D in the area 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,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 24-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 B3-1 General Retail District symbols and indications as shown on Map No. 24-I in the area 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,

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 26-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 R1 Single-Family Residence District symbols and indications as shown on Map No. 26-H in the area 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,

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 Numbers 28-C, 28-D And 30-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 M3-3 Heavy Manufacturing District symbols and indications as shown on Map Nos. 28-C, 28-D and 30-D in the area bounded by:

> the south line of Slip Number 8 of the Lake Calumet Anchorage Basin as extended east to the centerline of South Stony Island Avenue; South Stony Island Avenue; the north line of Slip Number 4 of the Lake Calumet Anchorage Basin as extended east to the centerline of South Stony Island Avenue; a line 1,330.7 feet west of the west line of South Stony Island Avenue as measured along the north line of Slip Number 4 of the Lake Calumet Anchorage Basin; the south line of Slip Number 6 of the Lake Calumet Anchorage Basin; the east line of Slip Number 6 of the Lake Calumet Anchorage Basin; the north line of said Slip Number 6; and a line 1,340 feet east of the west line of South Stony Island Avenue as measured along the south line of Slip Number 8 of the Lake Calumet Anchorage Basin,

to those of a Manufacturing-Waterway 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:

Manufacturing-Waterway Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Manufacturing-Waterway Planned Development (the "Planned Development") consists of approximately 1,270,578.50 square feet (29.17 acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is controlled by the Applicant, Clean Harbors of Chicago, Inc.

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 adjustments of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise), other than applications for "minor changes" as that phrase is used in

Section 11.11-3(c) of the Chicago Zoning Ordinance, shall be made or authorized by the owner of the Property and any ground lessors.

To the extent permitted by law, 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 indebtdeness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of fifteen (15) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Generalized Land-Use Plan; an Existing Land-Use Map; and Site/Landscape Plans prepared by Clean Harbors Environmental Engineering, Inc. and dated June 8, 1995 (the "Site/Landscape Plans"). Reduced copies of the Site/Landscape Plans are attached hereto and full-sized copies are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses are permitted within the area delineated as a Planned Development:

    all uses permitted in the M3-3 Heavy Manufacturing Zoning Classification, liquid waste handling facility, accessory parking and accessory uses.

6. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.

7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.

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 the Department of Planning and Development. In addition, rail movements on site will be appropriately separated from the movements of motor vehicles.

9. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenance attached thereto also shall be subject to:

   (A) height limitations as certified and approved by the Federal Aviation Administration; and

   (B) airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.

10. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and Development and in effect on the date hereof.

11. The improvements on the Property and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site/Landscape Plans.

12. The improvements on the Property shall be constructed, maintained and operated in accordance with all applicable federal, state and local environmental laws and regulations and all conditions included

in permits issued for the facility pursuant to such laws and regulations.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

14. The requirements of this Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of these statements by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

15. Unless substantial reuse of the existing 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). In addition, this Planned Development will expire if the City of Chicago Department of Environment has not issued a 1995 Operating Permit for the expanded facility within six months after the effective date of this Planned Development. Furthermore, this Planned Development shall automatically expire if all activities of the Liquid Waste Handling Facility use, as regulated under the Operating Permit issued by the Chicago Department of Environment, cease for a continuous period of six months or more. If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to an M3-3 Heavy Manufacturing District.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Generalized Land-Use Plan; Existing Land-Use Map; and Site/Landscape Plan referred to in these Plan of Development Statements printed on pages 7310 through 7316 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Manufacturing-Waterway Planned Development

Number _____

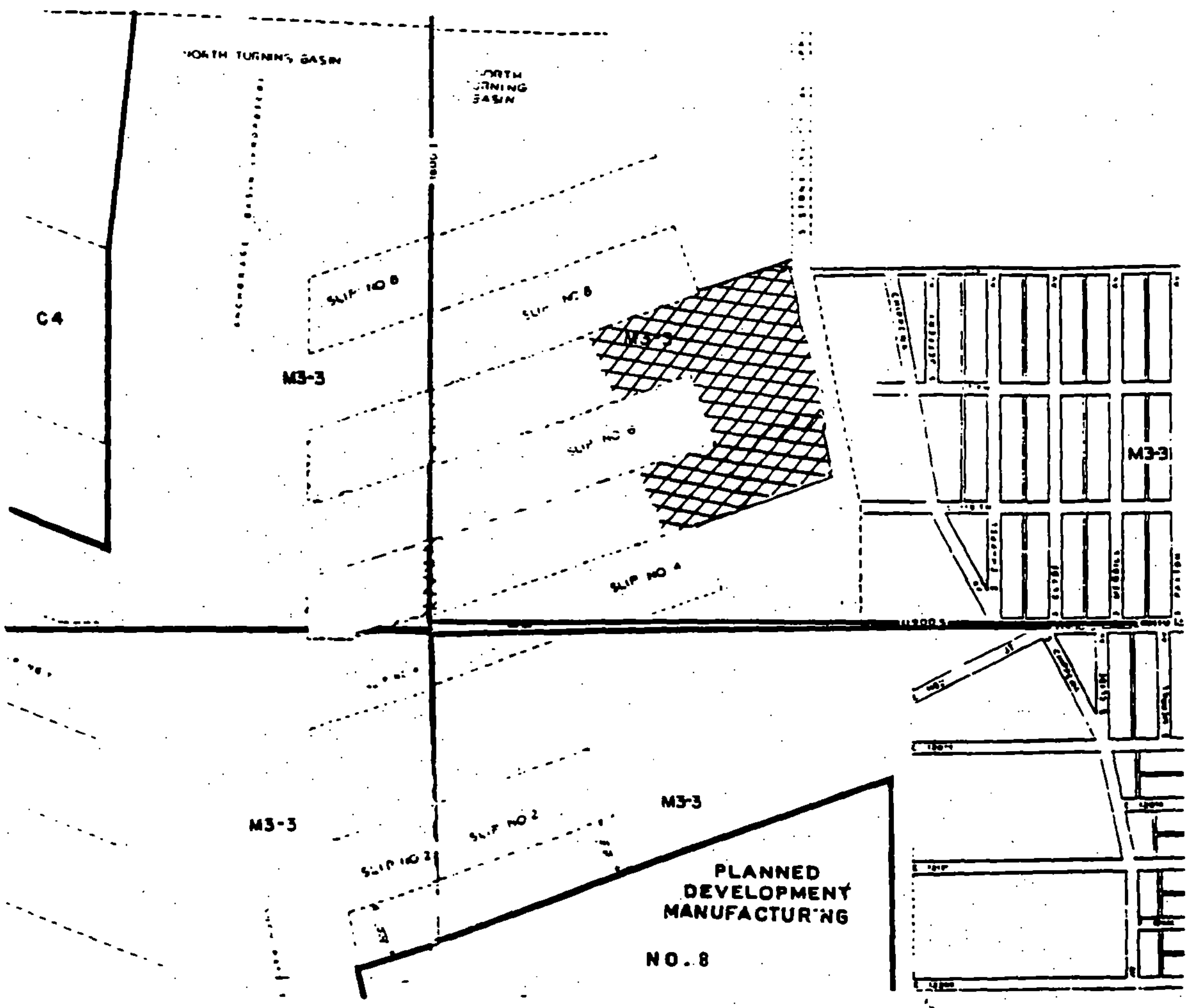
Bulk Regulations And Data Table.

Maximum Permitted F.A.R.: 0.3.

Gross Site Area	=	Net Site Area	+	Area Remaining in Public Right-of-Way
1,392,889.6 square feet	=	1,270,578.5 square feet	+	122,311.1 square feet
(31.98 acres)	=	(29.17 acres)	+	(2.81 acres)

Setbacks From Property Line:	In substantial conformance with the Site/Landscape Plans and the Plan of Development Statements.
Maximum Percentage of Site Coverage:	In substantial conformance with the Site/Landscape Plans.
Minimum Number of Off-Street Parking Spaces:	130.
Minimum Number of Off-Street Loading Berths:	3 berths.
Minimum Setback of Structures from Edge of Waterway:	37 feet.

Existing Zoning Map.



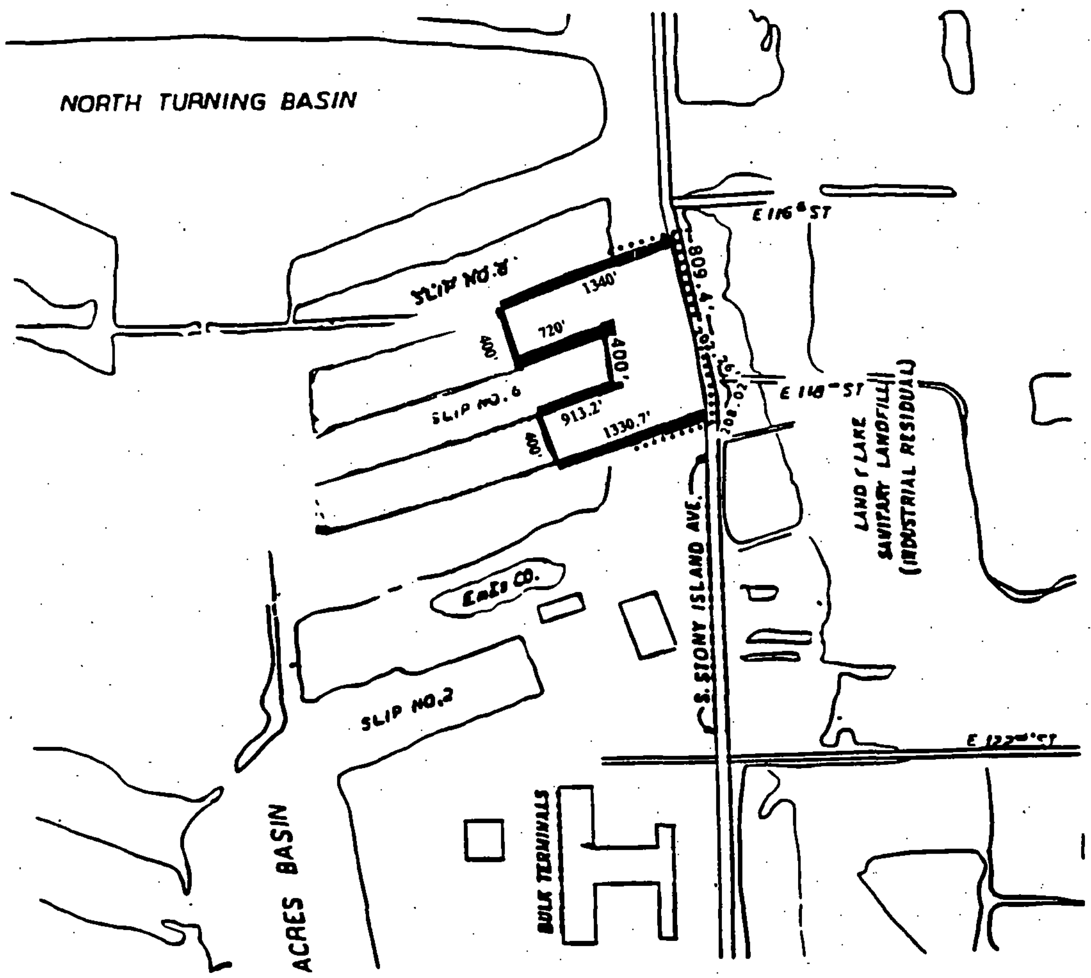
Legend

Subject Property

Zoning Boundaries

Applicant:	Clean Harbors of Chicago, Inc.
	11700-11800 S. Stony Island Ave., Chicago, IL 60617
Date:	August 2, 1994
As Revised:	August 28, 1995

Boundary And Property Line Map.



Legend

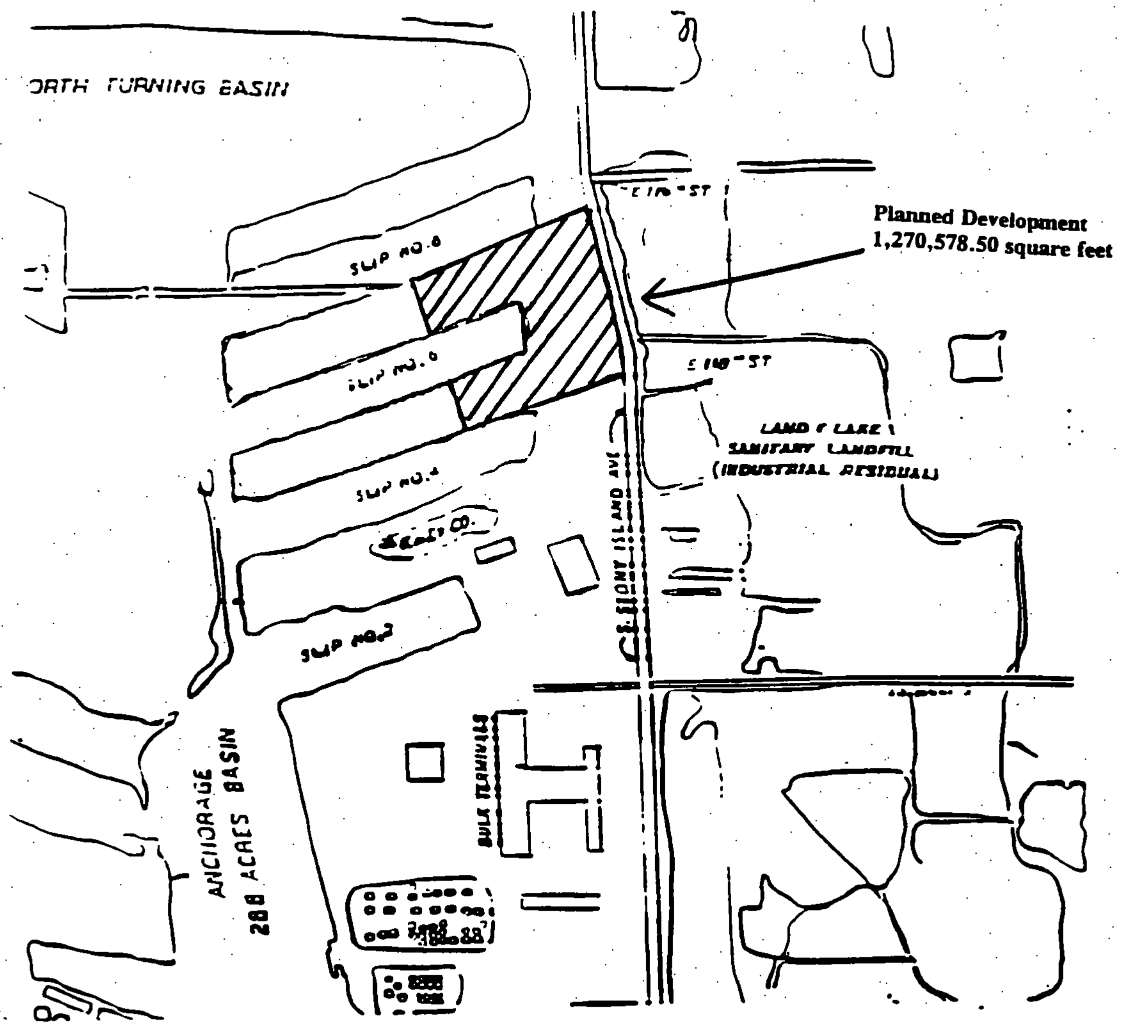
....	Planned Development Boundary
▬▬▬	Property Line

Applicant: Clean Harbors of Chicago, Inc.
11700-11800 S. Stony Island Ave., Chicago, IL 60617

Date: August 2, 1994

As Revised: August 28, 1995

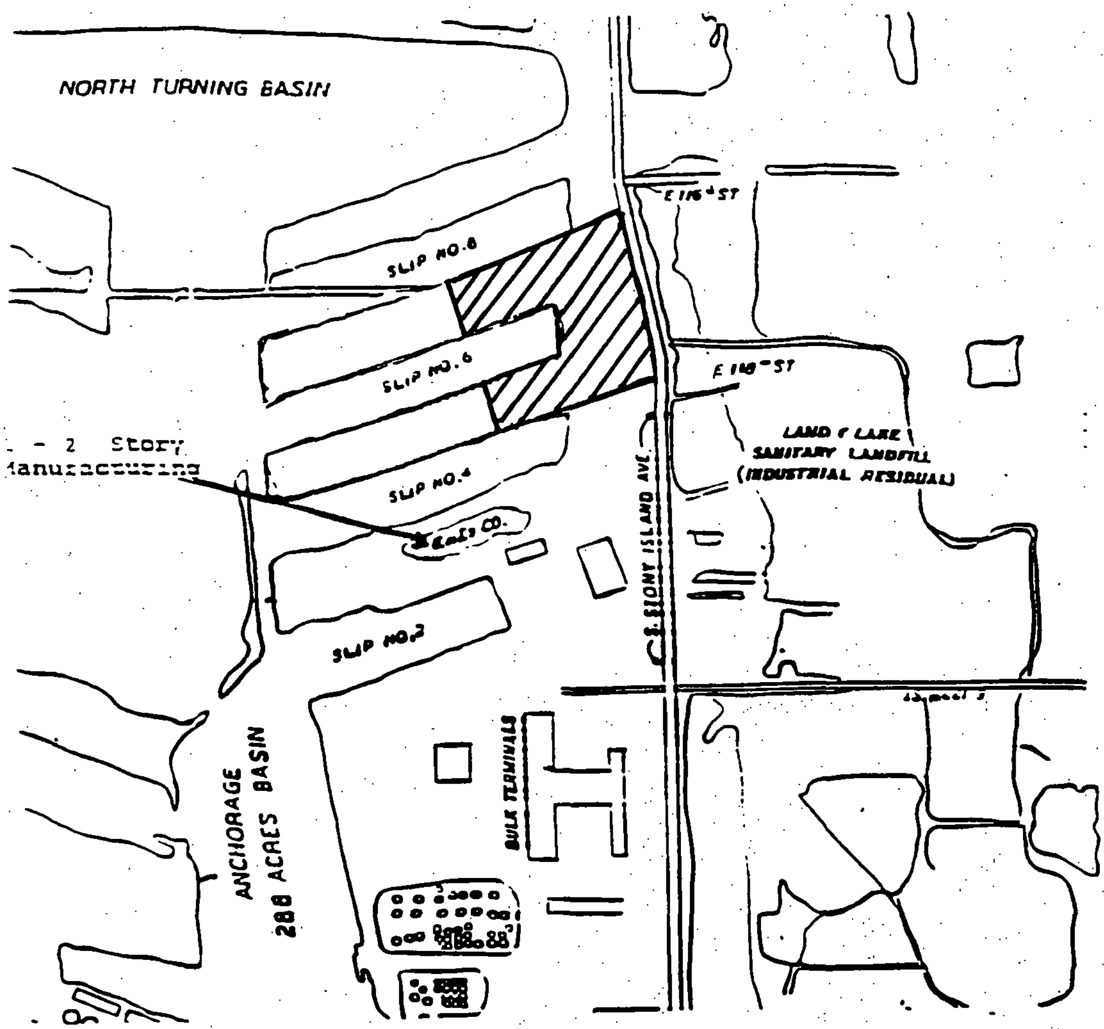
Generalized Land-Use Plan.



Legend

	Subject Property
Applicant:	**Clean Harbors of Chicago, Inc.** **11700-11800 S. Stony Island Ave., Chicago, IL 60617**
Date:	**August 2, 1994**
As Revised:	**August 28, 1995**

Existing Land-Use Map.

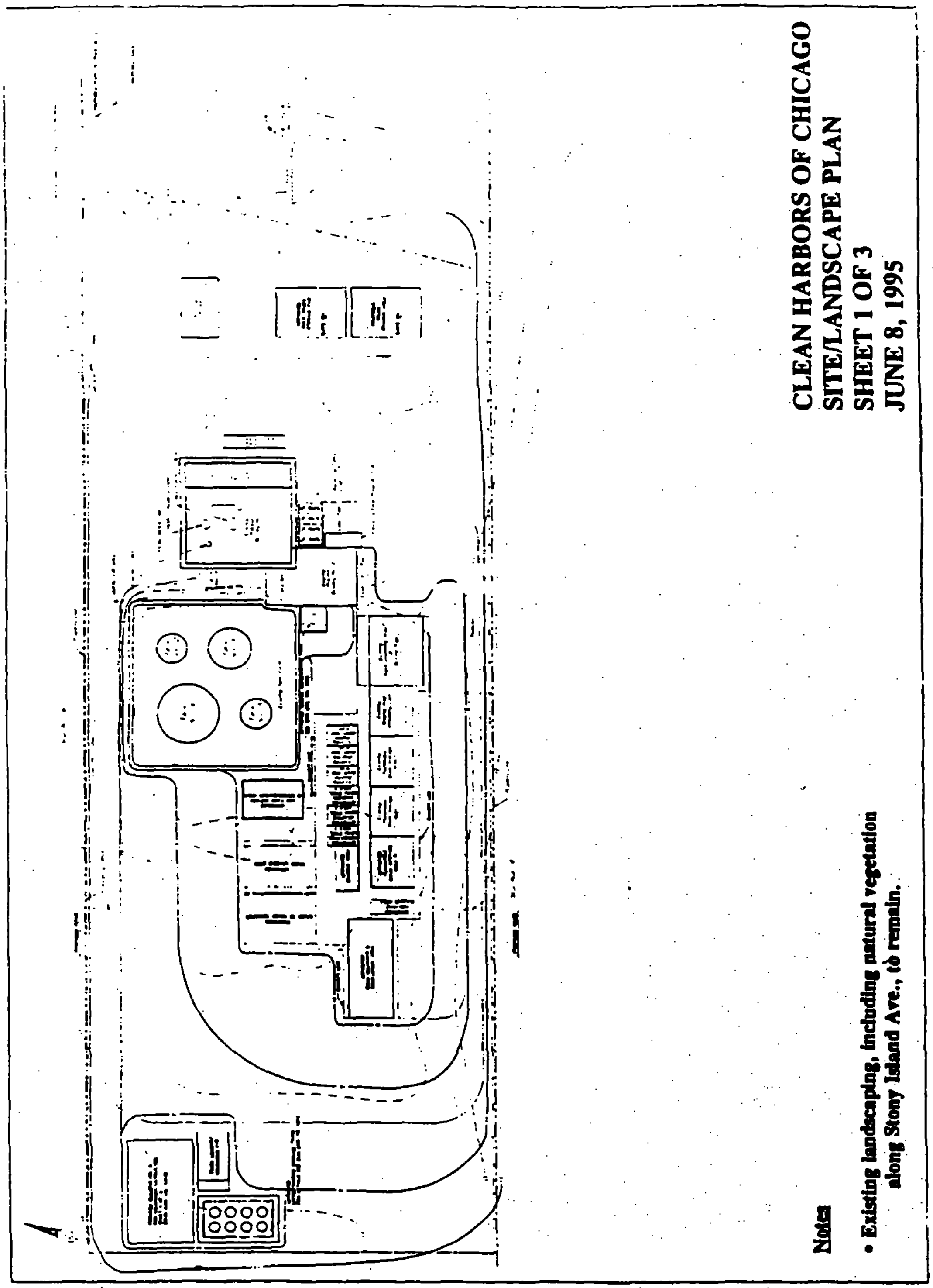


Legend

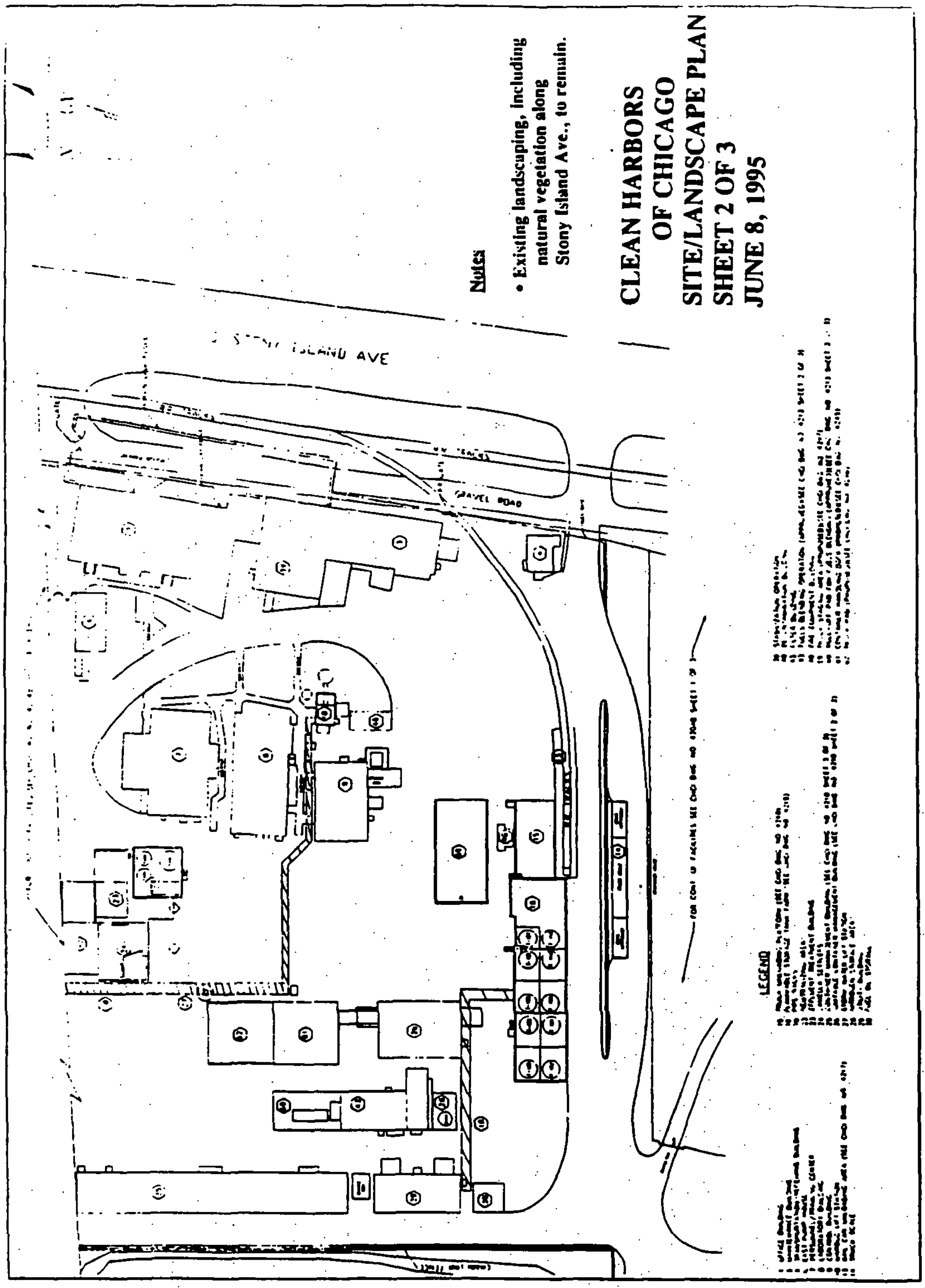
Subject Property

Applicant:	Clean Harbors of Chicago, Inc.
	11700-11800 S. Stony Island Ave., Chicago, IL 60617
Date:	August 2, 1994
As Revised:	August 28, 1995

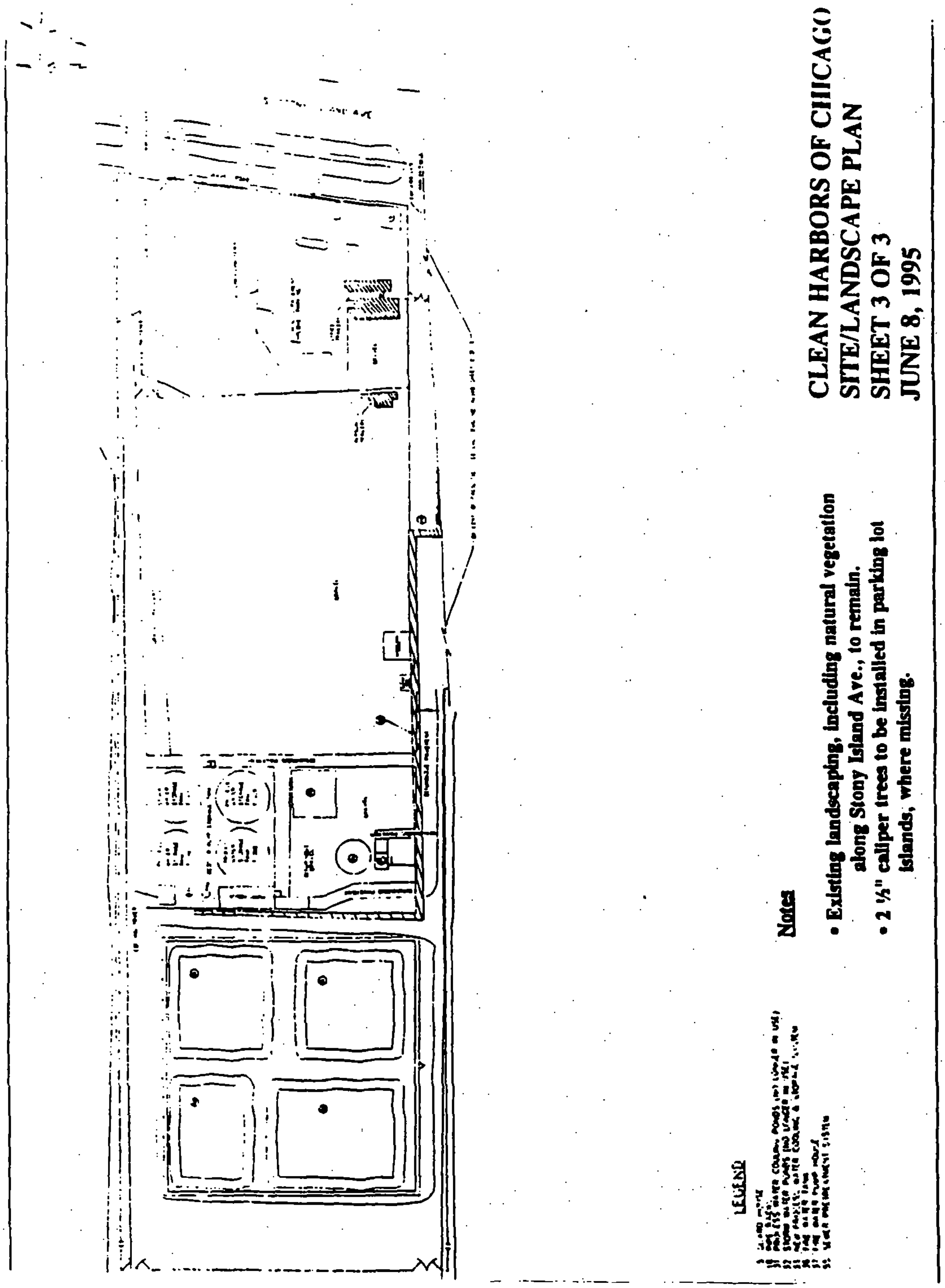
Site/Landscape Plan.
(Page 1 of 3)



Site/Landscape Plan.
(Page 2 of 3)



Site/Landscape Plan.
(Page 3 of 3)



Re-Referred -- RESCISSION OF REDEVELOPMENT AGREEMENT WITH F.J.V. VENTURE FOR SALE OF LAND IN BLOCK 37 OF NORTH LOOP BLIGHTED COMMERCIAL AREA.

The Committee on Zoning submitted the following report:

CHICAGO, September 13, 1995.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on August 29, 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 nine ordinances which were corrected and amended in their corrected form. They are Application Numbers 11593, 11558, 11470, 11581, 11533, 11369, 11521, 11564 and 11585.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of Application Numbers 11595, 11578, 11558, 11521, 11509, A-3369 and 11533 for which I request immediate passage because time is of the essence. Also, I move to refer to the Committee on Housing an ordinance to rescind a Redevelopment Agreement with F.J.V. Venture for sale of land in Block 37 of the North Loop Blighted Commercial Area. Please let the record reflect that Alderman Richard Mell takes a Rule 14 on Application Number 11581.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed ordinance to rescind a Redevelopment Agreement with F.J.V. Venture for sale of land in Block 37 of the North Loop Blighted Commercial Area was *Re-Referred to the Committee on Housing and Real Estate* by yeas and nays as follows:

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

Nays -- None.

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

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, Olivo, Rugai, Suarez, Doherty, Natarus, Bernardini, M. Smith and Moore. The motion *Prevailed.*

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 L. GIDWITZ.

WHEREAS, Chicago business leader and philanthropist Joseph L. Gidwitz departed this life on August 6, 1995 at the age of ninety; and

WHEREAS, Mr. Gidwitz began his business career with Lanzit Corrugated Box Company in 1928, and rose through the company's ranks to become its president; and

WHEREAS, In 1957 Mr. Gidwitz founded Crandon Paper Mills, which in 1963 merged with Lanzit Corrugated Box Company and Consolidated Paper Company to form Consolidated Packaging Corporation; and

WHEREAS, Mr. Gidwitz served as president and chairman of Consolidated Packaging Corporation until 1984; and

WHEREAS, Mr. Gidwitz then joined his brother Gerald in the management of the cosmetics manufacturer Helene Curtis, Inc., where he was vice-chairman of the board of directors; and

WHEREAS, Mr. Gidwitz was founder, chairman and director of the Container Industrial Conference, as well as director of the Fibre Box Association, the National Paperboard Association and the American Paper Institute. He was also a member of the Chicago Association of Commerce and Industry (now the Chicagoland Chamber of Commerce), the Illinois Chamber of Commerce and the National Manufacturers Association; and

WHEREAS, In addition to his business activities, Mr. Gidwitz also contributed to the cultural vitality of Chicago, offering his time, talent and energy as a sustaining fellow of The Art Institute of Chicago, a member of the governing board of the Chicago Symphony Orchestra as well as its development council, and a member of the Chicago Council on Foreign Relations; and

WHEREAS, Mr. Gidwitz was also an advocate for the aging; he was founder, first president and honorary chairman for life of the Council for Jewish Elderly, co-chairman of the Chicago Planning Council on Aging and Rehabilitation, and vice-chairman of the Mayor's Office for Senior Citizens and Handicapped; and

WHEREAS, Mr. Gidwitz is survived by his sons, Alan and Ralph; his daughter, Betsy; five grandchildren and three great-grandchildren; 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 September, 1995, do hereby honor the life and memory of Joseph L. Gidwitz, and we extend our heartfelt condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to Mr. Gidwitz's family as a sign of our sympathy and good wishes.

EXPRESSION OF SUPPORT FOR ILLINOIS COUNCIL AGAINST HANDGUN VIOLENCE AND SEPTEMBER 10, 1995 DECLARED "FIREARM VIOLENCE PREVENTION DAY IN CHICAGO".

WHEREAS, America leads the world in the number of young people killed by guns. Twenty-five children, the equivalent of an average classroom, are killed by guns every two days; and

WHEREAS, The proliferation of guns in our community threatens to transform the safe haven of our schools into a playground for guns and violence. In a national survey, one out of every thirty-six tenth-grade boys said they had carried a handgun to school in the past year; and

WHEREAS, Today, there are two hundred fifty million guns in America. Last year, the City of Chicago confiscated more guns than any other city -- twenty-two thousand; and

WHEREAS, We all must work harder to meet our collective responsibility to make our city, our state and our nation a safer, healthier place to live; and

WHEREAS, The City of Chicago's legislative agenda on gun control on both the state and federal levels supports the ban on assault weapons and armor piercing bullets, twenty-five percent firearms and ammunition sales tax, and strict liability for handguns and assault weapons; and

WHEREAS, The Illinois Council Against Handgun Violence and the City of Chicago co-sponsored the 13th Annual Walk Against Handgun Violence on September 10, 1995; and

WHEREAS, The Walk Against Handgun Violence is yet another opportunity for us to build support for stricter gun control laws; 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 September, 1995, do hereby support the Illinois Council Against Handgun Violence in its efforts to promote stricter gun control laws for our country; and

Be It Further Resolved, That we do hereby proclaim September 10, 1995, to be declared "Firearm Violence Prevention Day In Chicago"; and

Be It Further Resolved, That suitable copies of this resolution be presented to members of the Illinois Council Against Handgun Violence as a token of our esteem.

EXPRESSION OF SUPPORT FOR NUREMBERG DECLARATION OF HUMAN RIGHTS.

WHEREAS, On December 10, 1948, the General Assembly of the United Nations approved and proclaimed the General Declaration of Human Rights; and

WHEREAS, Nations who gathered as early as one day after the termination of the Nuremberg trials took this unique opportunity to express their absolute condemnation over doctrines of intolerance, segregation and humiliation which were also legalized in Nuremberg, in 1935, by national socialistic racialistic laws; and

WHEREAS, Even today, there are still cases of reckless injustice and glaring inequality of rights, there is still flourishing intolerance heated up and fed by fanaticism, racism and xenophobia, and human rights are still breached with impunity in many states of the world; and

WHEREAS, The Nuremberg Declaration was first proclaimed upon the occasion of the opening ceremony in "Human Rights Avenue" in Nuremberg on October 24, 1993; and

WHEREAS, The Nuremberg Declaration was signed during the celebration of the fiftieth anniversary of the end of World War II in the Hall of Honor in Nuremberg City Hall on May 5, 1995; and

WHEREAS, The Nuremberg Declaration calls upon all governments to accept without any restrictions all international tools, agreements and conventions to ensure human rights; calls upon all inhabitants of the Earth to take part in the permanent struggle of each individual for equality and dignity of rights of others; and beseeches world nations and their political leaders to recognize each other from a position of mutual tolerance and respect for inviolable rights of human beings and to bear such rights in their minds; 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 September, 1995, do hereby express our support both for the Nuremberg Declaration, as a call for peace and respect for human rights, and to the granting of the "International Nuremberg Human Rights Award", to be granted for the first time on September 17, 1995.

PLEDGE OF SUPPORT FOR CITIES FOR CLIMATE PROTECTION CAMPAIGN.

WHEREAS, Based on broad scientific evidence that Carbon Dioxide (CO_2) and other greenhouse gases released into the atmosphere will have a profound effect on the Earth's climate, the United States joined with over 160 countries in signing the United States Framework Convention on Climate Change at the 1992 Earth Summit in Rio de Janeiro. The convention calls for industrialized nations to reduce greenhouse gas emissions to 1990 levels by the year 2000; and

WHEREAS, Energy consumption, specifically the burning of fossil fuels, e.g., coal, oil and gas, accounts for more than 85% of United States greenhouse gas emissions; and

WHEREAS, Local governments greatly influence their community's energy usage by exercising key powers over land use, transportation, building construction, waste management, and in many cases, energy supply and management; and

WHEREAS, Policies and programs that increase energy efficiency also provide multiple local benefits by decreasing air pollution, creating jobs, reducing energy expenditures, and saving money for the City government, its businesses and its citizens; and

WHEREAS, The City of Chicago has a history of both legislative and programmatic actions which recognize the benefits of energy efficiency; and

WHEREAS, The Cities for Climate Protection Campaign, sponsored by the International Council for Local Environmental Initiatives and the United States Environmental Protection Agency, will provide Chicago with:

a framework for determining the sources of local greenhouse gas emissions;

assistance in documenting the variety of energy efficiency and greenhouse gas reducing policies and programs Chicago is currently undertaking;

technical assistance in developing a local action plan that will reduce energy demand and greenhouse gas emissions and provide tangible community benefits; now, therefore,

Be It Resolved, That the City of Chicago pledges to join with cities from all over the world in the Cities for Climate Protection Campaign; and

Be It Further Resolved, That suitable copies of this resolution be delivered to the International Council for Local Environmental Initiatives.

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

SEPTEMBER 20, 1995 PROCLAIMED "MUHAMMAD ALI DAY IN CHICAGO".

WHEREAS, Muhammad Ali is considered one of the greatest athletes in the history of sport; and

WHEREAS, Muhammad Ali has dedicated his life to achieving equality for all Americans of whatever race, color or creed; and

WHEREAS, Muhammad Ali has for decades brought his message of quality, peace and individual dignity to every corner of the globe and in so doing has bettered the lives of countless individuals; and

WHEREAS, Muhammad Ali has been a tireless champion of the rights of those who have borne the burden of injustice and prejudice; and

WHEREAS, Muhammad Ali has ceaselessly given his time as well as financial support to hundreds of worthy causes worldwide; and

WHEREAS, Muhammad Ali's longtime association with the City of Chicago has served to enhance the prestige of our City on a global basis; and

WHEREAS, For these as well as numerous other arts of courage and kindness, Muhammad Ali truly is and will always be the "Greatest of All Time"; now, therefore,

Be It Resolved, By the City Council of the City of Chicago, That the City of Chicago, in recognition of all that he has given the world hereby proclaims September 20, 1995, "Muhammad Ali Day In Chicago".

RECOGNITION AND APPRECIATION OF HISTORIC ACHIEVEMENTS OF AFRICAN AMERICAN FIRE FIGHTERS AND OCTOBER 9 THROUGH OCTOBER 15, 1995 DECLARED "AFRICAN AMERICAN FIRE FIGHTERS AND PARAMEDICS WEEK IN CHICAGO".

WHEREAS, African American fire fighters have had a long and distinguished history of dedicated service with the Chicago Fire Department, and to the people of Chicago, for more than one hundred years, commencing in 1873 and continuing to the present; and

WHEREAS, The first African American fire fighter, William Watkins, was hired by the Chicago Fire Department on March 27, 1873, and was assigned as a stoker to Engine Company Number 21 and was later promoted, in 1881, to engineer of Engine Company Number 21; and

WHEREAS, Fire Fighter Joseph Wicklife, of Engine Company Number 21, became the first African American fire fighter to attain the civil service rank of lieutenant, in 1907, and the first African American fire fighter promoted to the rank of captain, in 1923; and

WHEREAS, African American fire fighters of Engine Company Number 21 under the command of Captain David B. Kenyon, invented and first used the sliding pole, now customary in fire houses across the country, to assist fire fighters in responding quickly to fire alarms; and

WHEREAS, As pioneers with the Chicago Fire Department, African American fire fighters served with great valor and distinction, receiving numerous meritorious honors and awards for courage and heroism; and

WHEREAS, This illustrious tradition was greatly advanced over the years, through the dedicated service of contemporary African American fire fighters, notably Charles W. Ellington, engineer (retired), Engine Company Number 19, service from 1933 to 1961, who is presently Chicago's oldest African American fire fighter, and Howard Sykes, lieutenant, who recently departed this life August 1, 1995, Engine Company Number 19, service from 1937 to 1967, was the second oldest Chicago African American fire fighter; and

WHEREAS, The first African American female paramedic, Ernestine Hooper Rose, through the ranks of the Chicago Fire Department from paramedic to commander of field operations; and

WHEREAS, Fire Engine Number 21, its replacement Engine Company Number 19, and Truck Number 11, have all had significant roles in the historic tradition and accomplishments of African American fire fighters in Chicago; and

WHEREAS, Members of the Concerned Black Fire Fighters Association, by and through its former President/Fire Fighter Kublai K.M. Toure, now properly seek formal recognition of the significant contributions of the African American fire fighters and paramedics; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby adopt this resolution on this thirteenth day of September, 1995, and in recognition and appreciation of the outstanding service and historic achievements and contributions of the African American fire fighters, hereby designate the week of October 9 through October 15, 1995 as "African American Fire Fighters And Paramedics Week In Chicago" and further extend recognition to the historic status of Engine Company Number 21, now displayed at Meigs Field, and to both the Engine Company Number 19 and Truck Number 11 displayed at the fire station located at 3421 South Calumet Avenue; and

Be It Further Resolved, That suitable copies of this resolution be prepared for the archives of the DuSable Museum, the Chicago Fire Academy, the Concerned Black Fire Fighters Association, and for retired Fire Fighter Charles W. Ellington, and to the family of Fire Fighter Howard Sykes.

Presented By

ALDERMAN BEAVERS (7th Ward):

CONGRATULATIONS EXTENDED TO DEPUTY CHIEF WILLIAM SHAW ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, His many friends and colleagues gathered August 17, 1995, to pay tribute to Deputy Chief William "Bill" Shaw of the Chicago Police Department on the occasion of his retirement after three decades of outstanding public service; and

WHEREAS, William "Bill" Shaw, a man of great ability and dedication became one of "Chicago's Finest" January 24, 1966, and was duly elevated through ranks of challenge and responsibility. He began as a patrolman, was promoted to sergeant in 1977 and to lieutenant in 1984. He was assigned as commanding officer of the Area 1 Youth Division until he was promoted commander of the 5th District January 27, 1988. His notable career later encompassed duties as assistant deputy superintendent of the Internal Affairs Division, and as deputy chief of the Organized Crime Division. He became deputy chief, Detective Division Administration in charge of the Special Investigations Section May 1, 1993, and retired July 1, 1995; and

WHEREAS, A born leader and administrator with an unquenchable thirst for knowledge, William "Bill" Shaw attended the FBI Academy in 1983 and eventually received his baccalaureate and masters degrees from Chicago State University in 1987 and 1988, respectively. He has long been at the forefront in fighting for African American advancement in law enforcement and in improving the well-being of the African American community. He is past president of the National Organization of Black Law Enforcement Executives (N.O.B.L.E.) and was instrumental in obtaining a headquarters building for this exemplary organization. He remains active in numerous other professional and community organizations; and

WHEREAS, Widely recognized throughout our great City, Chief Deputy Bill Shaw has received numerous awards from community groups, and in addition he holds the coveted "Officer of the Month" Award, an Appearance Award, thirteen complimentary letters, thirty-three honorable mentions and five department commendations; and

WHEREAS, A model of the strength and solidity of family life, Deputy Chief Bill Shaw has been married to his lovely wife, Antoinette, for thirty-three years. They have two children, Erik and Lisa, and three grandchildren with whom this exemplary citizen may now spend quality time; and

WHEREAS, The leaders of this great City are mindful of the great debt owed those like Bill Shaw who have so tirelessly and diligently guarded the public safety and welfare; 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 salute Deputy Chief William "Bill" Shaw of the Chicago Police Department on his retirement following twenty-nine years of outstanding service to and protection of the grateful citizens of this great City. We salute him as an outstanding example of "Chicago's Finest" and as a valuable friend, and wish him great happiness and fulfillment in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Deputy Chief William "Bill" Shaw.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MS. ERMA LEE ROBINSON.

WHEREAS, Almighty God in his infinite wisdom and mercy has called Erma Lee Robinson to her eternal reward on the fifteenth day of August, nineteen hundred and ninety-five; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Lorraine L. Dixon; and

WHEREAS, Erma Lee Robinson was born on November 16, 1919 in Hernando, Mississippi to the blessed union of Frank and Jennie Relerford; and

WHEREAS, Erma was a graduate of Booker T. Washington High School in Memphis, Tennessee. She attended the National Institute of Nursing and Wilson Junior College; and

WHEREAS, Erma and Donald Sylvester Echols were united in holy matrimony and to this cherished union they were blessed with three children: Forrest, Raymond who preceded her in death and Bonnie; and

WHEREAS, A member of Saint Paul Christian Methodist Episcopal Church, an active member of Christ the Mediator and her involvement with the League of Women Voters always kept Erma busy, but never too busy to care for ailing people as a private duty nurse. She was always there to lend a helping hand with her hospitality, laughter, kindness, sincerity and even with one of her specially prepared dishes; and

WHEREAS, Her love of life and ability to live to the fullest endeared Erma Lee Robinson to her family members, friends and all who knew her and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Erma Lee Robinson will be sorely missed but the memory of her character and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of September, 1995, A.D., do hereby express our deepest sorrow on the passing of Erma Lee Robinson and extend our sympathy to her family and many friends; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Erma Lee Robinson.

TRIBUTE TO THE LATE MR. MARCUS C. WALKER.

WHEREAS, Almighty God in his infinite wisdom has called Marcus C. Walker to his eternal reward at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Lorraine L. Dixon; and

WHEREAS, Born to Freeman and Katie Gill Walker, educated in Thomaston along with his brothers and sisters, all of whom preceded him in death, Marcus C. Walker proved to be a man of all seasons. Mr. Walker professed his spiritual hope in Christ at an early age; and

WHEREAS, Marcus and Annie G. Danielley were united in holy matrimony, May 29, 1926 and to this special union two children were born: Marcus C., Jr. (who preceded his father in death) and Mary K.; and

WHEREAS, Seeking a better lifestyle, Mr. Walker came to this great City of Chicago with his family and was hired by the Chicago Rapid Transit Company on October 28, 1930. Marcus, had several promotions during his forty-two years of dedicated service with the Chicago Transit Authority. He worked as a porter, mail clerk, conductor and was the first African-American to be promoted to motorman, the position which he held until his retirement. He also was the first African-American to assume the position of board member in the Southside Credit Union; and

WHEREAS, Marcus was rewarded for his impeccable work record with a plaque of special recognition by Clark Burris, chairman of the Chicago Transit Authority, in 1991 and October 16, 1991 was proclaimed "Marcus Walker Day At The Chicago Transit Authority"; and

WHEREAS, Appointed chairman of the Trustee Board under the late Reverend C.W. Alexander, Jr., Marcus served faithfully even throughout his bout with a lengthy illness. His love of life and his ability to express his love through prayer and devotion should serve as an example to all; and

WHEREAS, Marcus C. Walker will be sorely missed but the memory of his character, intelligence and compassion will live on in those who knew and loved him; and

WHEREAS, Left to cherish his memory are a devoted wife of sixty-nine years, Annie; his beloved daughter, Mary K. Williams (Wayne); one daughter-in-law, Neta Walker; two brothers-in-law, Kenneth C. Danielley (Odessa) and Cleveland Danielley; and sister-in-law, Phoebe. Also mourning his passing are seven granddaughters, two grandsons, three great-grandchildren and a host of nephews and nieces one of whom is Kelli M. Calloway, the administrative assistant to Alderman Lorraine L. Dixon; 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 September, 1995, A.D., do hereby extend our deepest condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mrs. Marcus Walker.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MRS. ROSE A. COSTANTINO.

WHEREAS, Rose A. Costantino (nee Quattrochi) passed away on Saturday, September 2, 1995, at the age of seventy; and

WHEREAS, Rose A. Costantino, beloved wife of the late Philip and the late Ralph Nobile; and

WHEREAS, Rose A. Costantino, dearest mother of Frances (Barry) McMeel, Rosario "Ross" Nobile and James (Judy) Costantino; and

WHEREAS, Rose A. Costantino, loving grandmother of Joellyn, C.F.D., Barry II, Michelle and Anthony; and

WHEREAS, Rose A. Costantino, beloved daughter of the late Rosario and Josephine Quattrochi; and

WHEREAS, Rose A. Costantino, fond sister of Ann (Vito) Battisto, Constance (Sam) Shianna, Mary (Sal) Sansone and the late Charles (Dolores) Quattrochi; and

WHEREAS, Rose A. Costantino, loving aunt of many nieces and nephews; and

WHEREAS, Rose A. Costantino, member of Nativity Seniors Club; and

WHEREAS, A cherished friend of many and a good neighbor to all, Rose A. Costantino will be greatly missed and fondly remembered 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 September, 1995, do hereby extend to the family of the late Rose A. Costantino 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 Rose A. Costantino.

TRIBUTE TO LATE MR. HUGH T. GILHOOLY.

WHEREAS, Hugh T. Gilhooly passed away on Friday, July 28, 1995, at the age of eighty; and

WHEREAS, Hugh T. Gilhooly, beloved husband of Bernice Mooney Gilhooly; and

WHEREAS, Hugh T. Gilhooly, devoted father of Kathleen (William) Sheehy, Patricia (Thomas) Petrey and the late Thomas; and

WHEREAS, Hugh T. Gilhooly, loving grandfather of eleven and great-grandfather of fourteen; and

WHEREAS, Hugh T. Gilhooly, dear brother of William (Mary Lou), Catherine (Frank) Barrett, Josephine (Luke) Botica, Rose (William) Joyce, the late Helen (William) O'Malley, Francis (Christine) and John (Helen) Gilhooly; and

WHEREAS, Hugh T. Gilhooly, fond uncle of many nieces and nephews; and

WHEREAS, A cherished friend of many and a good neighbor to all, Hugh T. Gilhooly 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 September in 1995, do hereby extend to the family of the late Hugh T. Gilhooly 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 Hugh T. Gilhooly.

TRIBUTE TO LATE MR. MICKEY CHARLES MANTLE.

WHEREAS, Mickey Charles "The Mick" Mantle passed away on Sunday, August 13, 1995, at the age of sixty-three; and

WHEREAS, Mickey Mantle, dear husband of Merlyn; and

WHEREAS, Mickey Mantle, loving father of Danny, Mickey, Jr. and the late Billy; and

WHEREAS, Mickey Mantle, No. 7 with the New York Yankees for eighteen seasons, from 1951 until his retirement in 1969; and

WHEREAS, During Mantle's first fourteen seasons, the Yankees won twelve pennants; and

WHEREAS, Mickey Mantle, Baseball Hall of Famer, three-time winner of the Most Valuable Player Award, including one in 1956 when he won the Triple Crown with a .353 average, fifty-two homers and one hundred thirty runs batted in; and

WHEREAS, Mickey Mantle, winner of four homerun titles, who batted .300 in ten seasons, and played in sixty-five World Series games, hitting .257 with eighteen homers and forty runs batted in; and

WHEREAS, Mickey Mantle, the most powerful switchhitter in the history of baseball, ranking eighth in the all-time home run list with 536 (373 left-handed and 163 right-handed), who hammered some of the longest homeruns on record, with his longest estimated to have landed 565 feet from home plate; and

WHEREAS, Mickey Mantle played in 2,401 games and holds the New York Yankee record for going the most times to bat at 8,102, with 1,509 runs batted in, 344 doubles, and 72 triples, for a total of 2,415 hits and a .298 batting average; and

WHEREAS, Mickey Mantle will always be remembered for his wit and down-home humor, as evidenced by his remark upon his induction into the Baseball Hall of Fame when he observed that he also broke Babe Ruth's record for strikeouts, 1,710 times to Ruth's 1,500; and

WHEREAS, A sports superstar and hero whose name will always be mentioned in the company of other baseball immortals Babe Ruth, Lou Gehrig, and Joe DiMaggio, Mickey Mantle will be remembered forever as one of the greatest players in baseball; 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 September, 1995, A.D., do hereby extend to the family of the late, great Mickey Charles Mantle our deepest condolences and most heartfelt sympathies of the citizens of Chicago and baseball fans everywhere upon their most grievous loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Mickey Charles Mantle.

TRIBUTE TO LATE MR. MARIANO MARASSO.

WHEREAS, Mariano "Joe" Marasso passed away on Saturday, September 2, 1995, at the age of seventy-six; and

WHEREAS, Mariano Marasso, beloved husband of Angeline (nee Catuara); and

WHEREAS, Mariano Marasso, dear father of Angela (John) Dundich, Frank (Jackie) and Felicia; and

WHEREAS, Mariano Marasso, loving grandfather of Nicole, Jaclyn and Frankie, Dawn and Caryn; and

WHEREAS, Mariano Marasso, fond brother of the late Bernard (the late Jill); and

WHEREAS, Mariano Marasso, fond brother-in-law of Ray (Elaine) Catuara; and

WHEREAS, Mariano Marasso, dear uncle of many nieces and nephews; and

WHEREAS, A cherished friend to many and a good neighbor to all, Mariano Marasso will be greatly missed by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirteenth day of September in 1995, do hereby extend to the family of the late Mariano Marasso 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 Mariano Marasso.

TRIBUTE TO LATE MRS. MARIE C. MURPHY.

WHEREAS, Marie C. Murphy (nee Burns) passed away on Saturday, August 19, 1995, at the age of eighty-three; and

WHEREAS, Marie C. Murphy, beloved wife of the late John J. Murphy; and

WHEREAS, Marie C. Murphy, devoted mother of Joan (William) McDonough, Raymond (Patricia), Madonna (the late Samuel) Hardy and the late Dennis (Claudia) Murphy; and

WHEREAS, Marie C. Murphy, loving grandmother of William, John P., Christopher, Deirdre, John F., Margaret, Lisa, Samuel, Marie and Melissa; and

WHEREAS, Marie C. Murphy, fond great-grandmother of eight; and

WHEREAS, Marie C. Murphy, dear sister of Kathleen Filan, Marguerite Marshall, Patricia Cherry and the late Rita Burns; and

WHEREAS, A cherished friend to many and a good neighbor to all, Marie C. Murphy will be greatly missed by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirteenth day of September in 1995, do hereby extend to the family of the late Marie C. Murphy 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 Marie C. Murphy.

TRIBUTE TO LATE MRS. EVELYN TUCKER O'CONNOR.

WHEREAS, Evelyn Tucker O'Connor passed away on Thursday, July 27, 1995, at the age of seventy-four; and

WHEREAS, Evelyn Tucker O'Connor, dearly beloved wife of Patrick W. O'Connor; and

WHEREAS, Evelyn Tucker O'Connor, devoted mother of Michael (Shelly), Thomas (Becky) and the late Patrick (Geri) O'Connor; and

WHEREAS, Evelyn Tucker O'Connor, loving grandmother of five and great-grandmother of three; and

WHEREAS, Evelyn Tucker O'Connor, dear sister of William (the late Rita), John and the late Edward Tucker; and

WHEREAS, Evelyn Tucker O'Connor, fond aunt of many nieces and nephews; and

WHEREAS, A cherished friend to many and a good neighbor to all, Evelyn Tucker O'Connor will be greatly missed by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirteenth day of September in

1995, do hereby extend to the family of the late Evelyn Tucker O'Connor 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 Evelyn Tucker O'Connor.

TRIBUTE TO LATE MR. WILLIAM T. O'GARA, SR.

WHEREAS, William T. O'Gara, Sr. passed away on Saturday, August 27, 1995, at the age of forty-eight; and

WHEREAS, William T. O'Gara, Sr., beloved husband of Mary (nee O'Connell); and

WHEREAS, William T. O'Gara, Sr., loving father of Karen (Thomas) Nelson, Michael, Reenie (Michael) Grasso and William, Jr.; and

WHEREAS, William T. O'Gara, Sr., dearest grandfather of eight; and

WHEREAS, William T. O'Gara, Sr., devoted son of Thomas and Pearl O'Gara; and

WHEREAS, William T. O'Gara, Sr., dear brother of Terrence (Leona) O'Gara; and

WHEREAS, William T. O'Gara, Sr., fond uncle of many nieces and nephews; and

WHEREAS, William T. O'Gara, Sr., thirty-one year employee of the City of Chicago Fleet Management Central; and

WHEREAS, A cherished friend to many and a good neighbor to all, William T. O'Gara, Sr. will be greatly missed and fondly remembered by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirteenth day of September in 1995, do hereby extend to the family of the late William T. O'Gara 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 William T. O'Gara, Sr..

TRIBUTE TO LATE MR. BRUNO F. ROTI.

WHEREAS, Bruno F. "Bernacchi" Roti passed away on Friday, September 1, 1995, at the age of seventy-five; and

WHEREAS, Bruno F. Roti, beloved husband of Josephine; and

WHEREAS, Bruno F. Roti, dear father of Annette Roti and Geri Lynn (Roger) Bossard; and

WHEREAS, Bruno F. Roti, loving grandfather of Anthony Bruno Kuzmanich and Brittany Lynn Bossard; and

WHEREAS, Bruno F. Roti, loving son of the late Frank and Lena (nee Brico) Roti; and

WHEREAS, Bruno F. Roti, fond brother of Rocco, James "Gingerale" (Kathleen), Rose (Angelo) Capinegro, Fred "Cermak" (Katherine), Frank "Gigi" (Mary Ann), Marion, Angeline (Dave) Jarzyna and the late Theresa and Katherine (Victor) Morano; and

WHEREAS, Bruno F. Roti, fond master of Skipper; and

WHEREAS, Bruno F. Roti, member of the San Rocco Society; and

WHEREAS, A cherished friend of many and a good neighbor to all, Bruno F. Roti will be greatly missed by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirteenth day of September, 1995, A.D., do hereby extend to the family of the late Bruno F. Roti 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 Bruno F. Roti.

CONGRATULATIONS EXTENDED TO MR. PATRICK CONSIDINE ON HIS FIFTIETH BIRTHDAY.

WHEREAS, Patrick "Stubby" Considine was born September 4, 1945; and

WHEREAS, On Friday, September 1, 1995, the many friends and relatives of Patrick "Stubby" Considine gathered at Archview Banquets at 7:00 P.M. for a surprise birthday celebration in honor of his fiftieth birthday; and

WHEREAS, The surprise party was hosted by his wife of ten years, Patty; and

WHEREAS, The son of Frank and Adeline Considine, Patrick "Stubby" Considine, along with his brother, Daniel, and sister, Marilyn, were born and raised in Chicago's 11th Ward; and

WHEREAS, Patrick "Stubby" Considine is a long time employee of the City of Chicago, as well as a loyal and dedicated member of the 11th Ward Regular Democratic Organization; and

WHEREAS, As he celebrated his fiftieth birthday, surrounded by a loving family and devoted friends, he is highly worthy of the best wishes for fifty more; 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 September, 1995, do hereby extend to Patrick "Stubby" Considine happiest wishes on the occasion of his fiftieth birthday, and offer to him our best and warmest wishes for many happy returns of the day; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Patrick "Stubby" Considine.

CONGRATULATIONS EXTENDED TO MS. KELLY KIRWIN MC BRIDE ON RECEIVING GIRL SCOUTS OF AMERICA GOLD AWARD.

WHEREAS, Kelly Kirwin McBride this year received the Gold Award, the highest award within the Girl Scouts of America; and

WHEREAS, The Gold Award was established in 1980 to honor dedicated service, achievement and commitment to excellence, with only one hundred girls in the City of Chicago having earned it so far; and

WHEREAS, Kelly Kirwin McBride this year is also the recipient of the Junior Volunteer Award of the Girl Scouts of America in recognition of her work at the Blue Cap School for Special Adults located in Blue Island, Illinois; and

WHEREAS, Kelly Kirwin McBride has received many other awards, including the Youth Certificate of Recognition of the United States Army, the Certificate of Merit from the United States Secretary of Defense, and the National President's La Rae Orullion, in addition to commendations from President and Mrs. Clinton, and Mayor Richard M. Daley; and

WHEREAS, Kelly Kirwin McBride, daughter of John and Cindy McBride; and

WHEREAS, Kelly Kirwin McBride, sister of Erin; and

WHEREAS, Kelly Kirwin McBride, senior at Queen of Peace High School; and

WHEREAS, An outstanding Girl Scout and role model, Kelly Kirwin McBride is most worthy of the many honors bestowed upon 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 September in 1995, do hereby extend to Kelly Kirwin McBride our heartiest congratulations upon receiving the Girl Scouts Gold Award, and offer to her our sincerest gratitude for the many hours of volunteer work which she has performed in the service of others; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Kelly Kirwin McBride.

CONGRATULATIONS EXTENDED TO SAINTS PETER AND PAUL PARISH ON ONE HUNDREDTH ANNIVERSARY.

WHEREAS, One hundred years ago, the expanding population of Polish Catholic immigrants to Chicago's McKinley Park community led to the founding of Saints Peter and Paul Parish in 1895 by Reverend Paul P. Rhode; and

WHEREAS, The parish of Saints Peter and Paul has grown ever steadily in faith throughout its first one hundred years, continually changing to embrace and reflect the character and needs of its parishioners; and

WHEREAS, As evidence of its strong faith, Saints Peter and Paul Parish proudly numbers among its alumni thirty-one nuns, eight priests and one brother; and

WHEREAS, Throughout its centennial year, the parish of Saints Peter and Paul has celebrated its century of faith with many special events, culminating with the one hundredth anniversary mass on September 24 and the one hundredth anniversary gala at Navy Pier on October 1; and

WHEREAS, The centennial theme is "Reverence for the Past -- Hope for the Future" submitted by the Felician Sisters of Saints Peter and Paul Convent; and

WHEREAS, Under the leadership of its pastor, the Reverend Robert J. Roll, Saints Peter and Paul Parish carries out its centennial theme through the promotion of events and liturgical celebrations which respect the cultural and ethnic heritage of all Saints Peter and Paul's parishioners; and

WHEREAS, The parish of Saints Peter and Paul remains an enduring example of the dedicated faith and devotion of Catholic Chicagoans who are determined to preserve the traditions and history of neighborhood parish life while continually striving to grow in faith and love; 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 September in 1995, do hereby extend to the Reverend Robert J. Roll and the parishioners of Saints Peter and Paul Church our heartiest congratulations upon the one hundredth anniversary of the founding of their parish, and offer to them our best wishes as they embark on their second century; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the parishioners of Saints Peter and Paul.

Presented By

ALDERMAN OLIVO (13th Ward):

CONGRATULATIONS EXTENDED TO SCOTT FARLEY ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Scott Farley, Scout Troop 95 at Queen of Universe Church, will be presented with an Eagle Scout award; and

WHEREAS, A young man of character and intelligence, Scott demonstrated strong values and leadership skills; and

WHEREAS, By earning the highest award in scouting, Scott distinguished himself and his parents, James and Theresa; and

WHEREAS, Scott's accomplishment demonstrates that the future of our great city will be amply cared for by a new generation of leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby congratulate Scott Farley and his family and do hereby wish him much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Scott Farley.

CONGRATULATIONS EXTENDED TO RAYMOND AND MARY GALLAGHER ON THEIR FORTY-NINTH WEDDING ANNIVERSARY.

WHEREAS, Raymond and Mary Gallagher celebrated their forty-ninth wedding anniversary on September 7, 1995; and

WHEREAS, The Chicago City Council was informed of this historical and momentous occasion by Alderman Frank Olivo; and

WHEREAS, Raymond and Mary Gallagher exchanged their wedding vows on September 7, 1946 at Saint Claire de Montefalco Church in Chicago; and

WHEREAS, Raymond and Mary Gallagher are the loving parents of their children, Michael and Mari Rae, and the proud grandparents of Michael, Raymond, Jason and Janel; and

WHEREAS, Raymond and Mary Gallagher have spent the last forty-nine years in loving and caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows, and as such are richly deserving of this celebration marking this milestone in their lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do

hereby extend our heartiest congratulations to Raymond and Mary Gallagher on the very happy occasion of their forty-ninth wedding anniversary, and join with their family members and friends in wishing them many more years of conjugal bliss; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Raymond and Mary Gallagher.

CONGRATULATIONS EXTENDED TO MR. JOHN M. HEDERMAN ON HIS EIGHTIETH BIRTHDAY.

WHEREAS, His family and many friends gathered to honor John M. Hederman on his eightieth birthday August 31, 1995; and

WHEREAS, John Hederman was born in Chicago August 31, 1915, the son of John M. Hederman from County Clare, Ireland, and the former Agnes C. Revane, a Chicagoan. He attended Saint Brendan's Elementary School and Tilden Technical High School, and held many jobs -- including one at the Chicago World's Fair, 1933 -- 1934 -- before joining the United States Marine Corps after the start of World War II. He served his country honorably and with distinction in the Pacific Theater and was discharged December 17, 1945; and

WHEREAS, In 1947, John Hederman began working at Layden Funeral Home, 6843 South Racine Avenue on Chicago's great southwest side, and simultaneously attended Worsham College. After graduation he joined his lovely wife, Margaret, in the operation of what became the Layden-Hederman Funeral Home; they are now associated with Curley Funeral Home at 3510 West 79th Street; and

WHEREAS, John M. Hederman is widely respected as a caring businessman and good friend to many; 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 September, 1995, do hereby pay tribute to John M. Hederman, outstanding citizen and businessman, in recognition of his eightieth birthday, and extend to him and his wife, Margaret, our very best wishes for continuing success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to John M. Hederman.

CONGRATULATIONS EXTENDED TO THOMAS AND ANN LYNCH ON THEIR FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, Thomas and Ann Lynch celebrated their golden wedding anniversary on September 1, 1995; and

WHEREAS, The Chicago City Council was informed of this historical and momentous occasion by Alderman Frank Olivo; and

WHEREAS, Thomas and Ann Lynch exchanged their wedding vows on September 1, 1945 at Saint Nicholas Church in Chicago; and

WHEREAS, Thomas and Ann Lynch are the loving parents of their children, Susan, Thomas III, Raymond, Kathleen, John, Dominic, and Mary, and the proud grandparents of seventeen; and

WHEREAS, Thomas and Ann Lynch have spent the last fifty years in loving and caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows, and as such are richly deserving of this celebration marking this milestone in their lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby extend our heartiest congratulations to Thomas and Ann Lynch on the very happy occasion of their fiftieth wedding anniversary, and join with their family members and friends in wishing them many more years of conjugal bliss; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Thomas and Ann Lynch.

CONGRATULATIONS EXTENDED TO MR. GREGORY SERRATORE ON HIS RETIREMENT FROM WORLD'S FINEST CHOCOLATE.

WHEREAS, Gregory Serratore is retiring from World's Finest Chocolate after fourteen years of service; and

WHEREAS, Mr. Serratore also worked for Santa Fe Railraod for twenty-five years; and

WHEREAS, Gregory Serratore grew up in the Bridgeport neighborhood and has resided at his current address in the 13th Ward since 1955; and

WHEREAS, Gregory Serratore will continue to serve Saint Mary Star of the Sea Church as deacon, being ordained in 1979; and

WHEREAS, Gregory, along with Ann, his lovely wife of forty-five years, their children, Anthony, Gregory, Maria, Teresa, grandchildren Gina, Phillip, Danny, Mary Kate, Matthew, Mark, Lindsey, Patrick, Nicholas, Thomas and Jessica intend to enjoy his golden years together; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby congratulate Gregory Serratore on his retirement from the work force after thirty-nine years of dedicated service, and do hereby wish Gregory and his family much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gregory Serratore.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MISS KELSEY MARIE BARRINGER.

WHEREAS, Baby Kelsey Marie Barringer 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, The grief and heartache brought about by her young death touches the hearts of all Chicagoans; and

WHEREAS, The prayers and thoughts of all Chicagoans reach out to comfort and support her parents at this hurting time; and

WHEREAS, To her parents, David and Sharon Barringer, her loving sister, Kylynn, her grandparents Ed and Betty Conley and her aunts, uncles and cousins, the comfort of Kelsey Marie's eternal life, free from the hurt and pain of human living and the promise of wider life lifts the heavy weight of grief; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Kelsey Marie Barringer and her short, but grace-filled life, and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Kelsey Marie Barringer.

TRIBUTE TO LATE MR. PAUL F. BOYER.

WHEREAS, Paul F. Boyer has been called to eternal life by the wisdom of God at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, From 1953 to 1969, Paul F. Boyer was alderman of Evanston's third ward; and

WHEREAS, For many years, Paul F. Boyer was chairman of the Evanston Zoning Board of Appeals; and

WHEREAS, As an expert on consumer finance law, Paul F. Boyer joined the law department of Household Finance Corporation in 1961, being named its vice president and director in 1965; and

WHEREAS, With high enterprise, Paul F. Boyer helped to establish at Household Finance Corporation the company's first nationwide computer credit system; and

WHEREAS, Active in the National Consumer Finance Association, Paul F. Boyer was chairman of its law forum in 1963, helping to establish the first truth in lending laws; and

WHEREAS, Generously giving of both his time and treasure, Paul F. Boyer was president of the Evanston Historical Society, director of the Evanston Symphony Orchestra Association, and a governing member of the Chicago Symphony Orchestra; and

WHEREAS, From 1946 to 1975, Paul F. Boyer was a member of the Chicago Crime Commission, serving the citizens of Chicago with integrity and justice; and

WHEREAS, To his beloved wife, Betty, his sons, John, Richard and Bruce, and his six grandchildren, Paul F. Boyer imparts a legacy of service, charity and wisdom; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate the grace-filled life of Paul F. Boyer and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Paul F. Boyer.

TRIBUTE TO LATE MR. ROBERT G. BRANDT.

WHEREAS, Robert G. Brandt has been called to eternal life by the wisdom of God at the age of sixty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Before retiring after thirty-six years with the Evanston Fire Department in 1986, Robert G. Brandt served as deputy chief; and

WHEREAS, In his career as an Evanston fire fighter, Robert G. Brandt was involved in a number of major fires; and

WHEREAS, As an avid golfer, Robert G. Brandt achieved the distinction, on October 7, 1978, of scoring a hole-in-one on the 152-yard 16th hole at the Wilmette public course; and

WHEREAS, A lover of the game of golf who shot in the low eighties, Robert G. Brandt taught his beloved wife Joan how to play the game; and

WHEREAS, For more than forty years, Robert G. Brandt was a member of Saint Paul Lutheran Church in Evanston, serving as president of the church council at one time; and

WHEREAS, During World War II, Paul G. Brandt served as a technical sergeant in the United States Army; and

WHEREAS, To his devoted wife, Joan, his sons, Karl and Curtis, his daughter Kristal Paulson, his brother, John, and his four grandchildren, Paul G. Brandt imparts a legacy of integrity, faith, service and love; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Paul G. Brandt for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Paul G. Brandt.

TRIBUTE TO LATE MRS. ELOISE A. CANFIELD.

WHEREAS, Eloise A. Canfield 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 her passing by Alderman Edward M. Burke; and

WHEREAS, A lifelong Republican, Eloise A. Canfield began her political activism in 1964 being involved with Senator Barry Goldwater's presidential campaign; and

WHEREAS, Eloise A. Canfield later became active in the campaign of Richard M. Nixon and the later 1969 campaign of Congressman Philip Crane; and

WHEREAS, From 1978 to 1982, Eloise A. Canfield served as Wheeling Township Republican committeewoman, as well as president of the Twelfth Congressional District Republican Women's Club; and

WHEREAS, During the 1980 Republican National Convention, Eloise A. Canfield was a Illinois delegate for Ronald Reagan; and

WHEREAS, For twelve years, Eloise A. Canfield was an area manager for World Book, Inc.; and

WHEREAS, Returning to college after a leave of many years, Eloise A. Canfield earned not only her bachelor of arts, but received a master's degree from the University of Illinois at Chicago; and

WHEREAS, To her devoted husband, Lee, to her sons, Dwight, David and Dennis, her daughters, Beverly Hayes and Betsy Hart, her sister, Charlotte Baranay, and her eight grandchildren, Eloise A. Canfield imparts a legacy of high integrity, sturdy patriotism and loving service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate the grace-filled life of Eloise A. Canfield and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Eloise A. Canfield.

TRIBUTE TO LATE MR. DANIEL J. CARMODY.

WHEREAS, Daniel J. Carmody has been called to eternal life by the wisdom of God at the age of seventy-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the Clearing neighborhood, Daniel J. Carmody was an employee of the City of Chicago for forty-three years; and

WHEREAS, Before his retirement in 1990, Daniel J. Carmody was a longtime worker with the Department of Streets and Sanitation; and

WHEREAS, Daniel J. Carmody was a member of the International Union of Operating Engineers Local 399; and

WHEREAS, As a member of the Chicago Southside Elks and a member of the South Shore American Legion Post 388, Daniel J. Carmody was an individual of civic enterprise and community service; and

WHEREAS, As a member of Saint Symphorosa Catholic Church, Daniel J. Carmody was an individual of faith; and

WHEREAS, To his beloved wife, Josephine, and his daughter, Jean Marie Pfeiffer, a lieutenant with the Chicago Police Department, Daniel J. Carmody imparts a legacy of integrity, generosity and kindness; now, therefore, *Be It Resolved,* That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Daniel J. Carmody for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Daniel J. Carmody.

TRIBUTE TO LATE MR. ROBERT S. CUSHMAN.

WHEREAS, Robert S. Cushman has been called to eternal life by the wisdom of God at the age of ninety-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A Chicago area attorney for more than fifty years, Robert S. Cushman served as mayor of Highland Park; and

WHEREAS, Joining the law firm of Scott, MacLeish and Falk in the early 1930s, Robert S. Cushman remained with the firm and its successor companies as a real estate tax lawyer until his retirement in 1978; and

WHEREAS, Known as a leading authority in the area of tax delinquency law, stemming from his work, during the Depression, with the Cook County state's attorney's office in which he recognized the lack of adequate Illinois law which led to his being one of the principal draftsmen of the Illinois Revenue Act of 1939; and

WHEREAS, Representing many well-known clients throughout his legal career, Robert S. Cushman argued more than one hundred cases before the Illinois Supreme Court; and

WHEREAS, As a staunch advocate of home rule powers for the City of Chicago, Robert S. Cushman was a member of the Citizens of Greater Chicago which would amend Chicago's City Charter that had not been revised since the late nineteenth century; and

WHEREAS, In the 1950s, as mayor of Highland Park, Robert S. Cushman argued that the solutions to Chicago's mass transportation problems could be solved through the creation of a metropolitan transit district; and

WHEREAS, To his children, daughter, Janet Ceske, and his sons, Richard, Douglas and Philip, Robert S. Cushman imparts a legacy of integrity, service and enterprise; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate the grace-filled life of Robert S. Cushman and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert S. Cushman.

TRIBUTE TO LATE MR. ANTHONY CUTRONE, JR.

WHEREAS, Anthony Cutrone, Jr. 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, As the recently appointed deputy police superintendent of Berwyn, Illinois, Anthony Cutrone, Jr. rose to his new position through the ranks of the department; and

WHEREAS, Anthony Cutrone, Jr. was a twenty-four veteran of the Berwyn Police Department; and

WHEREAS, Known as a soft spoken cop's cop, Anthony Cutrone, Jr. enjoyed a reputation of professional integrity and generous service; and

WHEREAS, The good rapport that exists between the City of Berwyn and the Police Department owes its success to the effective enterprise of Anthony Cutrone, Jr.'s soft-spoken ways; and

WHEREAS, To his beloved wife, Pamela, his four daughters, Lauren, Ami, Leslie Stella and Claudia Neuson, his son, Anthony V., his step-son, Robert Koshiol and his seven grandchildren, Anthony Cutrone, Jr. imparts a legacy of deep human kindness, professional integrity and generous service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Anthony Cutrone, Jr. for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Anthony Cutrone, Jr..

TRIBUTE TO LATE MRS. FRANCES L. DAWSON.

WHEREAS, Frances L. Dawson has been called to eternal life by the wisdom of God at the age of ninety-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Francis L. Dawson, a longtime Evanston civic leader, served the 7th District as a Republican member of the Illinois General Assembly from 1956 to 1970; and

WHEREAS, At the beginning of her political career, *The Chicago Sun-Times* called Frances L. Dawson "a civic whirlwind who ought to be sent to Springfield to blow things loose"; and

WHEREAS, During her seven terms in the General Assembly, Frances L. Dawson served on the Education, Higher Education and Rules Committees; and

WHEREAS, Frances L. Dawson also served with distinction as a member of the Illinois School Problems Commission, the Illinois Commission on the Status of Women and the Governor's Commission on Mental Retardation; and

WHEREAS, From 1945 to 1950, Frances L. Dawson was a member of the Evanston Plan Commission, as well as serving as a member of the Evanston Township School Board; and

WHEREAS, The service, citizenship and enterprise of Frances L. Dawson is a model for Americans everywhere; and

WHEREAS, To her daughters, Jeannette Kahlenberg and Margaret Alkire, her sisters, Isabel Miller and Lois Stillman, her brothers, J. Ralph and John Ledlie, her six grandchildren and ten great-grandchildren, Frances L. Dawson leaves a legacy of generosity, integrity and faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do

hereby commemorate Frances L. Dawson for her grace-filled life and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frances L. Dawson.

TRIBUTE TO LATE MR. ROBERT C. EKSTROM.

WHEREAS, Robert C. Ekstrom has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As a choral director and singer, Robert C. Ekstrom was a former director of music for the City of Chicago, leading for several years the annual 4th of July choir at Soldier Field; and

WHEREAS, From 1964 to 1987, Robert C. Ekstrom headed the music department at Lindblom High School; and

WHEREAS, A longtime resident of the Beverly neighborhood, Robert C. Ekstrom directed a variety of musical groups, including church musicians and the Swedish Choral Club, which sang in Orchestral Hall; and

WHEREAS, As a solo artist, Robert C. Ekstrom toured Europe twice, once with the Roger Wagner Chorale and the second time with the Sumomi College Choir; and

WHEREAS, Robert C. Ekstrom earned a doctorate in musical education from the University of Southern California and is believed to be among the first persons to receive such a degree; and

WHEREAS, During World War II, Robert C. Ekstrom served in the United States Navy, serving as a soloist with the Navy Bluejacket Choir at Great Lakes Naval Training Center, as well as making frequent appearances on weekly worldwide broadcasts of the Navy Choir; and

WHEREAS, Having sung on Broadway and in Hollywood, Robert C. Ekstrom sang at the coronation of Queen Elizabeth II of England, as well as for the king of Sweden; and

WHEREAS, To his devoted wife, Charlotte, his daughters, Virginia Ekstrom-Grossman, Carol O'Day, Lorrie Stuhlmacher and Cheryl, his sons, Robert and Richard, Robert C. Ekstrom imparts a legacy of professional integrity, educational excellence and loving service to his church, community and neighbors; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Robert C. Ekstrom and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert C. Ekstrom.

TRIBUTE TO LATE MRS. MARGARET MATHER HARBOUR.

WHEREAS, Margaret Mather Harbour 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, As the devoted wife of Irving "Red" Harbour, Margaret Mather Harbour was a woman of wide wit and gentle caring; and

WHEREAS, As the loving mother of Frederick, Robert, Jeffrey, Patrick and Jonathon, Margaret Mather Harbour was a woman of outstanding kindness, patience and understanding, quick to comfort and slow to judge; and

WHEREAS, As a life member of the Daughters of the American Revolution, Margaret Mather Harbour was a descendent of a prestigious and patriotic American family, whose roots in the political and revolutionary heritage of our nation have a distinctive American pedigree; and

WHEREAS, To her family, especially her thirteen grandchildren and one great-grandchild, Margaret Mather Harbour imparts a legacy of integrity, service and ennobled patriotism; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Margaret Mather Harbour and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Margaret Mather Harbour.

TRIBUTE TO LATE MR. PAUL JANKOWSKI.

WHEREAS, Paul Jankowski has been called to eternal life by the wisdom of God at the age of sixty-six; and

WHEREAS, The Chicago City Council has been informed of this passing by Alderman Edward M. Burke; and

WHEREAS, For thirty-six years, Paul Jankowski was a member of the Chicago Police Department; and

WHEREAS, Paul Jankowski rose through the ranks from patrol officer to assistant deputy superintendent; and

WHEREAS, With great pride and integrity, Paul A. Jankowski was devoted to the work of his profession, often placing his life at great risk; and

WHEREAS, As a teenager during World War II, Paul Jankowski served as a member of the merchant marine and later, in Korea, served with the United States Army; and

WHEREAS, Working with children to cultivate their trust in the police, Paul Jankowski had the distinction of being one of the original Officer Friendlies; and

WHEREAS, His devotion to duty, his professional integrity and his concern for the quality of life in the City of Chicago, made Paul Jankowski a tireless source of good and decency; and

WHEREAS, To his beloved wife, Carol, his son, Paul and his two grandchildren, Paul Jankowski imparts a legacy of kindness, patriotism and service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate the grace-filled life of Paul Jankowski and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Paul Jankowski.

TRIBUTE TO LATE MR. JOHN ERIK JONSSON.

WHEREAS, John Erik Jonsson 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 his passing by Alderman Edward M. Burke; and

WHEREAS, From 1964 to 1971, John Erik Jonsson served as mayor of the City of Dallas, helping to bring healing and hope to that city in the wake of the assassination of President John F. Kennedy; and

WHEREAS, A son of Swedish immigrants, John Erik Jonsson helped to found Texas Instruments, building it from a tiny company to a world-class business enterprise and electronic giant; and

WHEREAS, As mayor of Dallas, John Erik Jonsson spearheaded mammoth urban projets like, the Dallas-Fort Worth Regional Airport, the University of Texas at Dallas and an extensive freeway program; and

WHEREAS, As a great optimist, John Erik Jonsson not only invigorated a modest World War II defense contractor into a global defense contractor, Texas Instruments, but he significantly helped the City of Dallas to restore its sense of self-confidence; and

WHEREAS, As the architect of the modern City of Dallas, John Erik Jonsson occupies a place deep in the hearts of all Texans and is a model to Americans everywhere; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate John Erik Jonsson for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Erik Jonsson.

TRIBUTE TO LATE MR. BERNARD T. MARTIN.

WHEREAS, Bernard T. Martin has been called to eternal life by the wisdom of God at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As a native of the south side of Chicago, Bernard T. Martin was a graduate of Leo High School in 1932; and

WHEREAS, As a graduate of DePaul University Law School, Bernard T. Martin received a law degree in 1942; and

WHEREAS, During World War II, Bernard T. Martin served as a lieutenant in the United States Navy; and

WHEREAS, From 1946 until his retirement in 1979, Bernard T. Martin worked in the trust departments of the City National Bank and the Continental National Bank; and

WHEREAS, For many years, Bernard T. Martin practiced law with the firm of Jenner and Block and with Pokorny, Martin and Associates; and

WHEREAS, As a resident of the Village of LaGrange, Bernard T. Martin was a village trustee from 1975 to 1983; and

WHEREAS, At the time of his death, Bernard T. Martin continued practicing law with his son, Bernard Jr.; and

WHEREAS, As a member of Saint Francis Xavier Church in LaGrange, Bernard T. Martin was known for his charitable work with the Saint Vincent de Paul Society; and

WHEREAS, To his devoted wife, Mary, his daughter, Margaret, his sons Bernard Jr. and James, his seven grandchildren and his sister, Virginia Rau, Bernard T. Martin leaves a legacy of faithfulness, integrity and loving service that is a model 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 September, 1995, do hereby commemorate the grace-filled life of Bernard T. Martin and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bernard T. Martin.

TRIBUTE TO LATE MR. EDWARD J. MC LAUGHLIN.

WHEREAS, Edward J. McLaughlin 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, As a resident of the Beverly neighborhood, Edward J. McLaughlin brought enterprise and distinction to the City of Chicago by his long career as an attorney; and

WHEREAS, Before retiring in 1987, Edward J. McLaughlin was a partner with the firm of McLaughlin and Kinser; and

WHEREAS, In his distinguished career, Edward J. McLaughlin represented clients of international reputation, including legal work with Lloyds of London; and

WHEREAS, In 1927, Edward J. McLaughlin was named to the team that did the legal work for the famous "long count" boxing match between Jack Dempsey and Gene Tunney; and

WHEREAS, To his wife of sixty-two years, Genevieve, his three grandchildren and five great-grandchildren, Edward J. McLaughlin leaves a legacy of faith, service and integrity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Edward J. McLaughlin for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edward J. McLaughlin.

TRIBUTE TO LATE MRS. MARY ELLEN MC NULTY.

WHEREAS, Mary Ellen "Mel" McNulty has been called to eternal life by the wisdom of God at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, "Mel" McNulty was a longtime resident of Winnetka, Illinois, but always a sturdy friend and champion of the City of Chicago; and

WHEREAS, "Mel" McNulty was a lifelong and extraordinary fan of the Chicago White Sox in both good and bad seasons; and

WHEREAS, "Mel" McNulty was a woman of extravagant Irish wit and grand entertainments; and

WHEREAS, "Mel" McNulty provided her husband, James Francis McNulty, Jr. and their eleven children, James III, Bridget, Timothy, Mary Francis, Michael, Thomas, Patrick, Daniel, Sheila, Barry and Mary Ellen, with devotion, humor, loyalty and faith; and

WHEREAS, "Mel" McNulty was the devoted daughter of the late Dr. and Mrs. Vincent O'Conor, whose longtime Chicago medical practice included prestigious posts at Wesley Hospital and Northwestern University; and

WHEREAS, "Mel" McNulty, as a member of the O'Conor clan, tracing her family lineage through "the O'Conor don", the hereditary clan cheftain, back to Rory O'Conor, the last "high king" of Ireland; and

WHEREAS, "Mel" McNulty brought brightness, wit and great charm to the lives of her family and friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Mary Ellen "Mel" McNulty for her grace-filled life and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Ellen "Mel" McNulty.

TRIBUTE TO LATE DR. THOMAS E. MORGAN.

WHEREAS, Dr. Thomas E. Morgan has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Dr. Thomas E. Morgan was a longtime Democratic member of Congress who for eighteen years had championed bipartisanship as head of what is now called the House Committee on International Relations; and

WHEREAS, For much of his thirty-two year tenure, from 1944 to 1976, Dr. Thomas E. Morgan was the only practicing physician in Congress; and

WHEREAS, On March 1, 1954, Dr. Thomas E. Morgan heroically used his medical skills in Congress when four Puerto Rican nationalists sprayed the House chamber with bullets, wounding five members; and

WHEREAS, After retiring from politics, Dr. Thomas E. Morgan continued to practice medicine until he was eighty in the southwestern Pennsylvania town of Fredrickstown; and

WHEREAS, While serving as chairman of what was then called the House Foreign Affairs Committee, Dr. Thomas E. Morgan earned the reputation of a staunch supporter of the administration's foreign policy, regardless of whether they were a Democrat or a Republican; and

WHEREAS, To his beloved wife Winifred Morgan and his cherished family and friends, Dr. Thomas E. Morgan leaves a legacy of patriotic integrity, caring counsel and healing service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Dr. Thomas E. Morgan for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Thomas E. Morgan.

TRIBUTE TO LATE MR. JOSEPH W. NOWAK.

WHEREAS, Joseph W. Nowak 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, With distinction and high integrity, Joseph W. Nowak served as mayor of Calumet City from 1961 to 1972; and

WHEREAS, During his service as mayor, Joseph W. Nowak restored the reputation and pride of area residents by cleaning up a notorious area of Calumet City which had become vice-ridden; and

WHEREAS, Working tirelessly on behalf of the citizens of Calumet City, Joseph W. Nowak helped to bring the River Oaks Shopping Center to the city in 1966, bringing 2,800 jobs to the city; and

WHEREAS, During World War II, Joseph W. Nowak served with distinction in the United States Navy; and

WHEREAS, Having graduated from Northwestern University Law School, Joseph W. Nowak practiced law in both Chicago and Calumet City; and

WHEREAS, To his beloved wife, Mary Ann, his sons, Charles, Richard and Michael, his three grandchildren, his great-grandchild, his three brothers and his sister, Joseph W. Nowak imparts a legacy of sincerity, service and high integrity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Joseph W. Nowak for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph W. Nowak.

TRIBUTE TO LATE MR. FRANK E. O'DAY.

WHEREAS, Frank E. O'Day has been called to eternal life by the wisdom of God at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As former treasurer and vice president of the 49th Ward Regular Democratic Organization, Frank E. O'Day served the interests of the Democratic Party with distinction and enterprise; and

WHEREAS, The character and objectives of the Regular Democratic Organization was strengthened and enhanced by the efforts and commitment of Frank E. O'Day; and

WHEREAS, For twenty-seven years, Frank E. O'Day served as an employee of the Chicago Park District; and

WHEREAS, To his nephews, William Locke, Weir Locke and Richard E. Locke, Frank E. O'Day imparted a legacy of service, loyalty and generosity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate, Frank E. O'Day for his grace-filled life and hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank E. O'Day.

TRIBUTE TO LATE MR. ROBERT B. SERPE.

WHEREAS, Robert B. Serpe has been called to eternal life by the wisdom of God at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As retired owner of the Lakeside Inn, Robert B. Serpe was a host of wide humor and sturdy friendship; and

WHEREAS, As a lifelong Chicagoan, Robert B. Serpe was a longtime member of the 10th Ward Regular Democratic Organization; and

WHEREAS, A man of strong enterprise, Robert B. Serpe was past secretary-treasurer of the Tavern Owners Association; and

WHEREAS, With generosity and service, Robert B. Serpe was past president and member of the East Side Lions Club and member of the Knights of Columbus Trinity Council Number 3755; and

WHEREAS, During World War II, Robert B. Serpe served with the United States Army with distinction and valor; and

WHEREAS, To his loving wife, Louise, his son, Robert, his daughter, Mary Ellen Kowlski, and his five grandchildren, his brothers, Ronald and the late Louis, and his sister, Helen, Robert B. Serpe imparts a legacy of integrity, service and loving kindness; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do

hereby commemorate Robert B. Serpe for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert B. Serpe.

TRIBUTE TO LATE MR. DONALD J. SERVATIUS.

WHEREAS, Donald J. Servatius has been called to eternal life by the wisdon of God at the age of sixty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, As a longtime employee of the Illinois Bell Telephone Company, Donald J. Servatius was a very active member of his union, serving as union steward, chief steward and vice president of Local 165 of the International Brotherhood of Electrical Workers; and

WHEREAS, From 1971 to 1980, Donald J. Servatius served as president of Local 165 of the International Brotherhood of Electrical Workers as well as working as a representative for District 6; and

WHEREAS, During the 1960s Donald J. Servatius was an active member of the civil rights movement in the United States, marching with Dr. Martin Luther King, Jr. in Selma, Alabama; and

WHEREAS, Generously given to a life of faith and service, Donald J. Servatius was ordained a deacon in the Roman Catholic Church ministering in the Archdiocese of Chicago at Saint Timothy Parish; and

WHEREAS, To his beloved wife, his daughters, Terry Guthrie, Mary and Joan and his sons, Greg, John and David, Donald J. Servatius imparts a legacy of professional excellence, faithful charity and loving witness; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate the grace-filled life of Donald J. Servatius and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Donald J. Servatius.

TRIBUTE TO LATE MR. JULIUS L. SHERWIN.

WHEREAS, Julius L. Sherwin 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, Julius Sherwin was a colorful Chicago attorney who enjoyed a legal career that stretched over sixty-four years; and

WHEREAS, As a prosecutor, Julius Sherwin went after some of the most notorius crooks in the City of Chicago; and

WHEREAS, As a defense attorney, Julius Sherwin sparked intense controversy, particularly one resulting in an investigation of bribery charges in Municipal Court; and

WHEREAS, Throughout his career as an attorney, Julius Sherwin demonstrated a deep and abiding love for the law and a sturdy perception of its ability to expose both truth and justice; and

WHEREAS, As a man of deep faith, Julius Sherwin was a founding member and first president of Congregation Shaare Tikvah in Chicago; and

WHEREAS, To the citizens of Chicago, Julius Sherwin stands as a model of service and integrity; and

WHEREAS, To his beloved wife, Melba, his daughters, Deannie Nissan, Joanne Weissman and Vicki Anoff, and his eight grandchildren, Julius Sherwin leaves a legacy of enterprise, service and justice; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Julius Sherwin for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Julius L. Sherwin.

TRIBUTE TO LATE MRS. HELENA O'BRIEN SHULTZ.

WHEREAS, Helena O'Brien Shultz has been called to eternal life by the wisdom of God at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, For forty-nine years, Helena Shultz was married to long-serving former Secretary of State George Shultz; and

WHEREAS, While her husband served as secretary of state in the Reagan administration, Helena Shultz accompanied him on all his diplomatic missions, as she had earlier on trips for the Bechtel Company, resulting in almost two million miles they traveled together; and

WHEREAS, As a first lieutenant in the Army Nurses Corps during World War II, Helena Shultz was a member of the invasion force in the retaking of the Philippines in 1944; and

WHEREAS, As a woman of remarkable religious faith, Helena Shultz was sustained throughout her long battle with cancer, nourished by her deep trust in God and the abiding love of her family and friends; and

WHEREAS, To her devoted husband George, her five children and twelve grandchildren, Helena Shultz imparts a legacy of integrity, service and faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Helena O'Brien Shultz on her grace-filled life and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Helena O'Brien Shultz.

TRIBUTE TO LATE MR. RICK TALLEY.

WHEREAS, Rick Talley 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, As an award-winning columnist for the *Chicago Tribune* from 1974 to 1979 and as sports editor at the *Chicago Today*, Rick Talley served the Chicago area with high sports distinction; and

WHEREAS, With the publication of his best seller, *The Cubs of '69*, Rick Talley immortalized a significant moment in the history of Chicago sports; and

WHEREAS, In both 1971 and 1976, Rick Talley was named Illinois Sportwriter of the Year by the National Sportscasters and Sportswriters Association; and

WHEREAS, The quality and clarity of Rick Talley's sportswriting also earned him many Associated Press writing awards; and

WHEREAS, Enjoying a national reputation as a sports commentator who was often times critical of professional sports, Rick Talley was seen as someone who frequently spoke for the fans in the bleachers whose voices were seldom heard by sports team management; and

WHEREAS, The quality and health of sports reporting in the City of Chicago was enhanced by the wit, wisdom and insight of Rick Talley; and

WHEREAS, To his beloved wife, Jane, his two daughters, Wendy and Jennifer, and his son, Scott, Rick Talley leaves a legacy of bright enterprise, integrity and service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Rick Talley for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rick Talley.

TRIBUTE TO LATE DR. IRVING S. TOCKMAN.

WHEREAS, Dr. Irving S. Tockman has been called to eternal life by the wisdom of God at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, For forty years, Dr. Irving S. Tockman practiced dentistry in the Chicago area; and

WHEREAS, A native Chicagoan, Dr. Irving S. Tockman graduated from the University of Illinois in Champaign and its dental school in 1942; and

WHEREAS, During World War II, Dr. Irving S. Tockman served with the United States Army's 7th Armor Division, being awarded both the Purple Heart and Bronze Star after seeing action in the Battle of the Bulge; and

WHEREAS, A longtime resident of Rogers Park, Dr. Irving S. Tockman, moved to Miami, Florida, following his retirement, where with his wife, Edna, founded the Senior L.I.F.T. Center in Kendall, Florida, which provides services and activities for the elderly; and

WHEREAS, To his beloved wife, Edna, his sons, Melvyn and Stuart, his daughter, Janet Kernis, and his three grandchildren, Dr. Irving S. Tockman imparts a legacy of devotion, enterprise and service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Dr. Irving S. Tockman for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Irving S. Tockman.

TRIBUTE TO LATE CONGRESSMAN JAMIE L. WHITTEN.

WHEREAS, Former Mississippi United States Congressman Jamie L. Whitten has been called to eternal life by the wisdom of God at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke;

WHEREAS, During his life of public service, Jamie L. Whitten served the nation with dignity and integrity for more than fifty-two years as a member of the United States House of Representatives; and

WHEREAS, In 1941, Jamie L.Whitten was elected to Congress only one month before Pearl Harbor; and

WHEREAS, Jamie L. Whitten went on to win re-election twenty-six more times, serving with eleven presidents of the United States; and

WHEREAS, On January 6, 1992, Jamie L. Whitten broke the previously held record for length in the House of Representatives; and

WHEREAS, Because of his interest in farm matters, Jamie L. Whitten was known as the "permanent secretary of agriculture", chairing for more than half a century the House Appropriations Committee subcommittee on agriculture; and

WHEREAS, To his beloved wife Rebecca, and his daughter, Beverly Merritt, Jamie L. Whitten imparts a legacy of integrity, enterprise and patriotic service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Jamie L. Whitten for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jamie L. Whitten.

TRIBUTE TO LATE MR. ELMER E. WOLF.

WHEREAS, Elmer E. Wolf has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, For twelve years, Elmer E. Wolf was the mayor of the northwest suburb of River Grove; and

WHEREAS, Elmer E. Wolf was a former commander of the River Grove American Legion Post Number 335; and

WHEREAS, In addition, Elmer E. Wolf was a former president of the Leyden Township Municipal League; and

WHEREAS, For forty-seven years, Elmer E. Wolf was a sheet metal worker at the Switchboard Apparatus Company; and

WHEREAS, To his beloved wife, Helen Sremaniak Wolf, his daughters, Helen McGovern and Connie Trumbull, his sister, his four grandchildren and three great-grandchildren, Elmer E. Wolf imparts a legacy of integrity, enterprise and service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do

hereby commemorate Elmer E. Wolf for his grace-filled life and do hereby extend our sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Elmer E. Wolf.

TRIBUTE TO LATE DR. DIANA WOO.

WHEREAS, Dr. Diana Woo has been called to eternal life by the wisdom of God at the age of fifty-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, As associate professor of clinical pediatrics, Dr. Diana Woo specialized in the care of premature infants; and

WHEREAS, Since 1991, Dr. Diana Woo, a pediatrician and neonatologist served as co-director of the University of Chicago's Infant and Family Care Program at the Wyler Children's Hospital; and

WHEREAS, Dr. Diana Woo also served as associate dean for medical school admissions at University of Chicago's Pritzker School of Medicine; and

WHEREAS, As a beloved member of the university community, Dr. Diana Woo was noted for her cheerful presence and extraordinary willingness to help anyone in need; and

WHEREAS, In her role as associate dean of student admissions, Dr. Diana Woo earned the love and respect of the university's medical students who elected her an honorary member of their honor society AOA; and

WHEREAS, The professional competence, human integrity, and scientific achievement of Dr. Diana Woo is a model for all the citizens of Chicago; and

WHEREAS, To her husband, Sean Duggan, her daughters, Catherine and Elizabeth, her mother, Martha Woo, her brother, Dr. A. Stephen Woo and her sister, JoAnn Ellen, Dr. Diana Woo leaves a legacy of wit, intelligence, service and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do

hereby commemorate Dr. Diana Woo for her grace-filled life and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Diana Woo.

CONGRATULATIONS EXTENDED TO MR. RICHARD H. BROWN ON ELECTION AS PRESIDENT AND CHIEF EXECUTIVE OFFICER OF H & R BLOCK, INC. AND SEPTEMBER 13, 1995 PROCLAIMED "DICK BROWN DAY IN CHICAGO".

WHEREAS, Richard H. Brown has been elected president and chief executive officer of H&R Block, Inc., headquartered in Kansas City, Missouri; and

WHEREAS, Since 1993, Richard H. Brown has been vice president of Ameritech and a member of its board; and

WHEREAS, In January, 1990, Richard H. Brown joined Illinois Bell (Ameritech Illinois) as president and chief executive officer; and

WHEREAS, Richard H. Brown began his career with Ohio Bell (Ameritech Ohio) in 1969 with a twelve year career in its operations and marketing department, before joining United Telecommunication as vice president of engineering and operations; and

WHEREAS, Named senior vice president of human resources and administration in 1987 and later executive vice president of United Telecom and U. S. Sprint in 1989; and

WHEREAS, In addition to serving as a director of the Upjohn Company, Richard H. Brown also is vice chairman of the board of trustees of the Ohio University Foundation; and

WHEREAS, Richard H. Brown has enriched the City of Chicago by his generous gift of his time and sharing as a trustee of Rush-Presbyterian-Saint Luke's Medical Center, as a member of the Economic Club of Chicago, the Commercial Club of Chicago and Northwestern University Associates; and

WHEREAS, The lives of many Chicagoans were enriched by Richard H. Brown in his serving as chairman of the 1993 and co-chair in 1994 of the Dr.

Martin Luther King, Jr. Dream Awards Celebration Breakfasts, as well as his being chairman of the 1993 Chicago Leadership Prayer Breakfast; and

WHEREAS, By his generosity and sacrifice Richard H. Brown has brought enterprise and wide kindness to the City 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 September, 1995, do hereby congratulate Richard H. Brown on his new position with H&R Block, Inc. and wish him well in all the fresh opportunities that rest in his future; and

Be It Further Resolved, That Wednesday, September 13, 1995, be proclaimed "Dick Brown Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Richard H. Brown.

CONGRATULATIONS EXTENDED TO SERGEANT PATRICK J. BURKE ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT AND SEPTEMBER 15, 1995 PROCLAIMED "SERGEANT PATRICK J. BURKE DAY IN CHICAGO".

WHEREAS, Sergeant Patrick J. Burke of the Chicago Police Department is to retire September 15, 1995; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Edward M. Burke; and

WHEREAS, With high professional distinction, Sergeant Patrick J. Burke comes to his retirement with the deep respect and admiration of all those whom he has touched by his kindness and generosity; and

WHEREAS, Sergeant Patrick J. Burke has served with great note since 1980 at City Hall; and

WHEREAS, On June 14, 1971, Patrick J. Burke began his twenty-four year service with the Chicago Police Department; and

WHEREAS, Promoted to sergeant on April 28, 1977, Patrick J. Burke was assigned to the 8th Police District before his transfer to City Hall; and

WHEREAS, The dignity, integrity and service given to the City of Chicago by Sergeant Patrick J. Burke will forever endear him in the heart of this great City; and

WHEREAS, The competence and loyalty of Sergeant Patrick J. Burke, throughout his career, has brought pride and distinction to the Chicago Police Department; and

WHEREAS, Through his attention to detail and order, Sergeant Patrick J. Burke excelled at his charge in his care for the women and men of Chicago who work within the confines of the Chicago City Hall; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby congratulate Sergeant Patrick J. Burke on his retirement and commend him with deep gratitude for the excellence of his professional career; and

Be It Further Resolved, That Friday, September 15, 1995, be proclaimed "Sergeant Patrick J. Burke Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sergeant Patrick J. Burke.

CONGRATULATIONS EXTENDED TO MR. THOMAS EARL KEANE ON HIS NINETIETH BIRTHDAY.

WHEREAS, Thomas Earl Keane will celebrate his ninetieth birthday on September 29, 1995; and

WHEREAS, Thomas Earl Keane earned his law degree at Loyola University Law School, and has enjoyed the practice of law since his graduation; and

WHEREAS, Thomas Earl Keane was elected to the Illinois State Senate in 1935, and served in this regard until 1945; and

WHEREAS, Thomas Earl Keane was elected alderman of the 31st Ward of the City of Chicago in 1945, and served in this regard until 1974 when he was succeeded by his wife Adeline; and

WHEREAS, As alderman of the City of Chicago, Thomas Earl Keane served on numerous committees and was the architect of reforms in the City

Council's procedures that led to the adoption of the Home Rule provisions of Illinois State Law; and

WHEREAS, Thomas Earl Keane served as chairman of the Committee on Finance of the City of Chicago from 1958 until 1974, the longest tenure of any chairman past or present; and

WHEREAS, Thomas Earl Keane married Adeline Pallasch on April 28, 1928, with whom he continues to share love and companionship; and

WHEREAS, Thomas Earl Keane is father to Rosemary, Thomas, Catherine and Adele, grandfather to John, Catherine, Thomas, Adele, Deirdre, Bridget, Joseph, Gerard, Vincent, Thomas, Thomas, Kevin, Eric, Thomas, Susan, Danielle, Sabrina, Tiffany, Michael, Jonathan, James, William, Gregory and Dena and proud great-grandfather of Michael, Margaret, Nicholas, Joshua and Christian; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, in meeting this thirteenth day of September, 1995, do hereby congratulate Thomas Earl Keane on his ninetieth birthday and do hereby join his family and friends in wishing him continued health and happiness for many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Thomas Earl Keane.

CONGRATULATIONS EXTENDED TO MR. KEVIN KELLY AND EDITORIAL STAFF OF THE WORLD OF HIBERNIA MAGAZINE FOR THEIR CREATIVE PORTRAYAL OF IRISH-AMERICAN CULTURE.

WHEREAS, Kevin Kelly, publisher and editor-in-chief of *The World of Hibernia* magazine has established his new publication as a magazine for the Irish diaspora -- the Irish residing outside of Ireland; and

WHEREAS, Assembling a world-class staff of editors, writers, photographers and artists, Kevin Kelly has endeavored to produce a product of singular elegance and literary significance; and

WHEREAS, *The World of Hibernia* magazine has demonstrated a consistent international excellence in its quality publication and a sensitivity to the significant place of the Irish in American culture; and

WHEREAS, The unique contribution of the Irish in the City of Chicago has been generously portrayed in the issues of *The World of Hibernia* with special attention to the strengths and gifts of Irish-American Women; and

WHEREAS, The quality of culture and scholarship within the Irish community in the United States is enhanced by the publication of *The World of Hibernia* magazine; and

WHEREAS, The enterprise, artistry and tone of *The World of Hibernia* expresses the rich and varied textures of Irish culture across the world; and

WHEREAS, On September 18, 1995, Kevin Kelly will host a reception at the Newberry Library, 60 West Walton Street, Chicago to celebrate the launch of issue number two and to honor those Chicago women featured in the profile "In Praise of Irish-American Women"; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby congratulate and commend Kevin Kelly and the editorial staff of *The World of Hibernia* magazine for their creative and imaginative portrayal of Irish-American culture; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Kevin Kelly and the staff of *The World of Hibernia* magazine.

CONGRATULATIONS EXTENDED TO MR. IRVING KOPPEL ON HIS SEVENTY-FIFTH BIRTHDAY.

WHEREAS, Irving Koppel will celebrate the milestone of his seventy-fifth birthday on September 14, 1995; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, As a lifelong Chicagoan, Irving Koppel has contributed generously to the enterprise and well-being of the City of Chicago; and

WHEREAS, Irving Koppel was admitted to the Illinois Bar in 1943; and

WHEREAS, From 1947 to 1955, Irving Koppel served as assistant to Chicago Alderman Robert E. Merriam; and

WHEREAS, For thirty years, Irving Koppel was vice president for corporate affairs at Helene Curtis Industries, Chicago; and

WHEREAS, For the past ten years, Irving Koppel served as a consultant for Helene Curtis Industries; and

WHEREAS, With generosity of spirit, Irving Koppel has been a board member on the Council for Jewish Elderly; and

WHEREAS, Irving Koppel has given outstanding service to the State of Illinois as commissioner of the Illinois Liquor Control Commission; and

WHEREAS, From 1994 to 1995, Irving Koppel was president of the National Conference of State Liquor Administrators; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby congratulate Irving Koppel on his seventy-fifth birthday and extend best wishes for health, contentment and blessings on this auspicious occasion; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Irving Koppel.

CONGRATULATIONS EXTENDED TO MR. RICHARD R. KUNICKI ON RECEIPT OF FEDERAL AVIATION ADMINISTRATION AWARD FOR EXCELLENCE IN AIRPORT SECURITY.

WHEREAS, Chicago Department of Aviation Deputy Commissioner Richard R. Kunicki has been presented with an award from the Great Lakes Region of the Federal Aviation Administration for excellence in airport security; and

WHEREAS, The Chicago City Council has been informed of this honor by Alderman Edward M. Burke; and

WHEREAS, Showing leadership and innovation in the field of airport security, Richard R. Kunicki has set a national model for other airports to follow; and

WHEREAS, Richard R. Kunicki has been recognized by the Federal Aviation Administration for his overall proactive approach to security at Chicago International O'Hare Airport, Chicago Midway Airport and Meigs Field; and

WHEREAS, Over the past six years, Richard R. Kunicki has overseen the creation of a state-of-the-art communications dispatch center and crisis management center opened in 1992; and

WHEREAS, In addition, Richard R. Kunicki has successfully implemented an access control system for airport and airline employees, upgrades to Chicago airport security, increased the training of security officers, a new incident command vehicle for on-site communications during airport incidents and established a canine unit for explosive detection purposes; and

WHEREAS, During the Persian Gulf War, Richard R. Kunicki coordinated the City's efforts to prepare the airports for increased security measures; and

WHEREAS, Richard R. Kunicki serves as vice-chairman of the security committee for Airports Council International, a nationwide organization serving airports; and

WHEREAS, By his professional competence and commitment to duty, Richard R. Kunicki has brought honor and peace of mind to the City 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 September, 1995, do hereby congratulate Richard R. Kunicki on his reception of this Federal Aviation Administraation award and commend his efforts on behalf of our nation's "busiest" airport and the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Richard R. Kunicki.

CONGRATULATIONS EXTENDED TO JUDGE ABRAHAM LINCOLN MAROVITZ ON HIS NINETIETH BIRTHDAY.

WHEREAS, The Honorable Abraham Lincoln Marovitz recently reached the milestone birthday of ninety years; and

WHEREAS, The Chicago City Council has been informed of this great event by Alderman Edward M. Burke; and

WHEREAS, For nine decades, Abraham Lincoln Marovitz has been an indelible part of the character and personality of the City of Chicago; and

WHEREAS, The well-being of the City of Chicago has always had a priority with Abraham Lincoln Marovitz, the city's favorite son; and

WHEREAS, As senior federal judge of the United States Court, Northern District of Illinois, Eastern Division, Abraham Lincoln Marovitz continues to ensure that the quality of justice there is exercised with both integrity and clarity; and

WHEREAS, Throughout his judicial career, Abraham Lincoln Marovitz has always brought distinction to the courts and honor to his profession; and

WHEREAS, Across the United States of America, the friends of Abraham Lincoln Marovitz stand in legion, from every profession and occupation, a part of his life because of his large heart; and

WHEREAS, Few in the City of Chicago's history have exercised such nobility and grace-filled kindness to its citizens; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby congratulate Judge Abraham Lincoln Marovitz on his ninetieth birthday and extended our best wishes for health, peace and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Honorable Abraham Lincoln Marovitz.

CONGRATULATIONS EXTENDED TO MR. AL PIERCE ON SELECTION AS "MAN OF THE YEAR" BY GEORGE CONNOR FUND FOR DE LA SALLE INSTITUTE.

WHEREAS, The George Connor Fund for De La Salle Institute will host a benefit for needy student athletes from De La Salle Institute on Wednesday, September 13, 1995, at Hawthorne Race Track in Cicero, Illinois; and

WHEREAS, Al Pierce will be honored by the George Connor Fund for De La Salle Institute as the "Man of the Year" at the September 13th event; and

WHEREAS, A De La Salle Institute alumnus, Class of 1939, Al Pierce has for fifty-seven years worked at Amity Savings and Loan, serving as its president and chairman of the board of directors and currently serving as vice chairman and director emeritus for the Advantage Bank of Kenosha, Wisconsin; and

WHEREAS, Al Pierce has been an active participant and leader in business, community and church affairs; and

WHEREAS, The integrity, enterprise and charity that Al Pierce has demonstrated is a model for the students of De La Salle Institute; and

WHEREAS, Al Pierce's conscientious sense of duty and citizenship enhances the spirit of De La Salle Institute and instills in its alumni a deep expression of pride; and

WHEREAS, The George Connor Fund for De La Salle Institute was established in 1993 in commemoration of George Connor's exemplary athletic achievements, including his being the only player ever named all-pro in two positions for three years in a row; and

WHEREAS, Al Pierce is truly deserving of the recognition being conferred upon him by the George Connor Fund for De La Salle Institute; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby extend to Al Pierce our heartiest congratulations upon his selection as "Man of the Year" by the George Connor Fund for De La Salle Institute, and offer him our best wishes for continued success in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Al Pierce.

SEPTEMBER 15 THROUGH OCTOBER 15 DESIGNATED AS "NATIONAL HISPANIC HERITAGE MONTH IN CHICAGO".

WHEREAS, Since the President of the United States has proclaimed the month between September 15th to October 15th as National Hispanic Heritage Month; and

WHEREAS, This proclamation has been approved by a joint resolution of the Congress of the United States, and has been traditionally celebrated since 1968; and

WHEREAS, The Board of Directors of the Hispanic Heritage Organization will commemorate this event by honoring the outstanding achievement of Latinos who have made this country great; and

WHEREAS, This event will take place on September 14, 1995, at the Bismarck Hotel's Palace Room at 5:30 P.M.; and

WHEREAS, This year in Chicago there will be one hundred fifty activities to celebrate Hispanic Heritage Month; and

WHEREAS, The noble textures of the Hispanic culture have enriched the City of Chicago with customs and traditions of pride and hope; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby designate the period from September 15 to October 15 as National Hispanic Heritage Month in Chicago and do hereby congratulate the Hispanic Heritage Organization on their upcoming achievement celebration; and

Be It Further Resolved, That the citizens of the City of Chicago be encouraged to join in the celebration of this outstanding expression of cultural achievement; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Hispanic Heritage Organization.

CONGRATULATIONS EXTENDED TO REPUBLIC OF CHINA ON COMMEMORATION OF EIGHTY-FOURTH ANNIVERSARY OF NATIONAL DAY.

WHEREAS, The Republic of China will commemorate the eighty-fourth anniversary of its National Day on October 5, 1995; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The occasion will be remembered by a special celebration to be held at the Grand Ballroom of the Hyatt Regency Hotel, Chicago from 6:30 P.M. to 8:30 P.M.; and

WHEREAS, The Director General of the Taipei Economic & Cultural Office in Chicago and Mrs. Roy Y.Y. Wu will host this special reception; and

WHEREAS, Mindful of the gracious attitudes of friendship and respect that bind the peoples of the United States to the peoples of the Republic of China; and

WHEREAS, Aware of the great contribution which the people of the Republic of China have made in the United States, with special reverence for the new homeland which many people from the Republic of China have found here in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby extend our warmest greetings to the people of the Republic of China on their National Day and do hereby extend our best wishes to the Director General and Mrs. Roy Y.Y. Wu on the occasion of their reception; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Taipei Economic & Cultural Office in Chicago.

Presented By

ALDERMAN STREETER (17th Ward):

SEPTEMBER 24, 1995 PROCLAIMED "NEW FRIENDSHIP BAPTIST CHURCH WOMEN'S DAY".

WHEREAS, The Committee for Women's Day of the New Friendship Baptist Church is located at 844 West 71st Street on the south side of the City of Chicago, where Dr. Edwin Simmons is the pastor; and

WHEREAS, The New Friendship Baptist Church has been hosting this event for the past forty-nine years by loyal and dedicated members; and

WHEREAS, The Women's Day Committee's ultimate goal is to focus on specific women's health issues especially geared toward disseminating important and vital information as it pertains to African American Women of the 90s; and

WHEREAS, New Friendship Baptist Church Women would like to give special recognition to women for their overall accomplishments, dedication and services to the community; now, therefore, *Be It Resolved,* That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this thirteenth day of September, 1995, A.D., do hereby proclaim September 24, 1995 "New Friendship Baptist Church Women's Day"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the pastor and women of the New Friendship Baptist Church.

Presented By

ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE MR. ROBERT J. COLLINS, SR.

WHEREAS, God in his almighty wisdom has called Robert J. Collins, Sr. to his eternal reward; and

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

WHEREAS, Robert Collins was a loyal and dedicated employee of NBC for twenty-six years; and

WHEREAS, Mr. Collins was the glue that held the NBC set together, turning on the lights, making ready the set, smoothing out the innumerable wrinkles encountered daily, and generally proving himself to be invaluable to countless NBC personalities; and

WHEREAS, Robert took great pride in his family and was extremely devoted and supportive to all of them especially his wife, Carole and their children, Kim, Bob, Dan and Pam. His incredible sense of humor and love for family was a constant source of happiness for them all; and

WHEREAS, Robert was the proud grandfather of Ryan Russell, Brendan Collins, Cayla Collins and Kristin Collins; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, in meeting assembled this thirteenth day of September, 1995, do hereby commemorate Robert J. Collins, Sr. for his contributions to society and do hereby extend our sincerest condolences to his wife, Carole, and his children; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert J. Collins, Sr..

CONGRATULATIONS EXTENDED TO COMMANDER JOHN E. CLISHAM ON THIRTY YEARS OF DEDICATED SERVICE WITH CHICAGO POLICE DEPARTMENT.

WHEREAS, Police Commander John E. Clisham, Captain's Star No. 126, will be honored November 3, 1995, for thirty years of dedicated service with the Chicago Police Department; and

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

WHEREAS, Commander Clisham began his career with the Chicago Police Department with his appointment on January 24, 1966 and assignment to the 3rd District; and

WHEREAS, Commander Clisham has faithfully served as detective in the Robbery Unit in Areas 2 and 4, as sergeant in the 7th District, as lieutenant in 2nd and 8th Districts, Gang Crimes South and West, as administrative lieutenant to the deputy chief of the Special Functions Group and commanding officer of the court section in the Patrol Division; and

WHEREAS, Commander Clisham was promoted to captain in October of 1988, assigned to the 22nd District and later served the 1st District I.D. Section; was promoted to commander in November of 1991 and served the 23rd and 21st Districts, and he is the recipient of seven honorable mentions and four complimentary letters during his distinguished career; and

WHEREAS, Commander Clisham is the son of Thomas and Mary Clisham, born December 19, 1942, and brother to Thomas, Jr., Kathleen and Maureen. He is a graduate of Dewey Elementary School, 1955, Tilden High School, 1959 and Saint Xavier University with a Bachelor of Arts in Criminal Justice, 1984; and

WHEREAS, Commander Clisham and his wife, Janet, are the proud parents of Michael, Laura, John and Mary Beth and grandparents to twins, Michael and Thomas; and

WHEREAS, Commander Clisham, throughout his career, upheld the finest traditions of the Chicago Police Department and will always be respected for his character, intelligence and courage by all who served with him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirteenth day of September, 1995, do hereby congratulate and pay tribute to Commander John E. Clisham for his thirty years of devoted service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Commander John E. Clisham.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE MR. RICHARD LUMPKINS.

WHEREAS, The people of Woodlawn, most especially the citizens of the 20th Ward and members of the extended Troutman family, have suffered a great loss in the passing of Richard Lumpkins, a gentle and giving friend, August 7, 1995; and

WHEREAS, Born June 17, 1932, in Montgomery, Alabama, Richard Lumpkins, affectionately known as "Skeet" came to Chicago in 1949 after receiving a certificate in plastering from Tuskegee University and lived most of his life in our great 20th Ward. He became a master tradesman -- an expert at plastering, tuckpointing, painting and boiler engineering, among other skills -- and in a lifetime of friendship and extending a helping hand he inspired others, including Alderman Arenda Troutman, to perform the same tasks with great success; and

WHEREAS, "Skeet" Lumpkins had skills and talents which went far beyond the trades. He was an avid gardener, a friendly neighbor whose dedication beautified his community and whose work was widely known and praised, and most of all, he smiled upon countless friends and relatives who were better off for his having been here; and

WHEREAS, Besides every member of the Troutman family, "Skeet" Lumpkins leaves to mourn two sons, Richard, Jr. and Charles of Chicago, a daughter, Jackie, who resides in Mississippi, two sisters, Mary West and Marie McDaffy of Chicago, a brother, Amos Lumpkins, other relatives, and a multitude of friends; now, therefore, *Be It Resolved,* That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our extreme sorrow on the passing of Richard "Skeet" Lumpkins, 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 the family of Richard "Skeet" Lumpkins.

Presented By

ALDERMAN EVANS (21st Ward)

TRIBUTE TO LATE MR. LONNIE MURRAY.

WHEREAS, Lonnie Murray was born May 14, 1928 in Chicago, Illinois; and

WHEREAS, He was the fifth of nine children born to the late Willie and Lucille Murray; and

WHEREAS, He completed his elementary and high school education in Chicago, attending Forestville Grammar School and DuSable High School; and

WHEREAS, Lonnie joined the United States Army and served from 1951 to 1956. He served in the Korean conflict with the 82nd Airborne Division -- there he was awarded the Korean Medal, Bronze Medal, United Nations Medal, Combat Infantry Badge, and the District Unit Citation; and

WHEREAS, Lonnie met and married LaVerne Graves in 1955. For forty years they shared a wonderful life together and they were inseparable; and

WHEREAS, Lonnie was known for his caring and helpful ways and the many contributions to others who have been a part of his life. He gave of himself and there was nothing he wouldn't do for a family member, neighbor or friend; and

WHEREAS, He was loved by many who knew him; and

WHEREAS, Lonnie's professional career with AT&T spanned thirty years. His career concluded in December, 1985 when he retired from his laboratory technician position; and

WHEREAS, He served his community for three years as president of the 97th and 98th Princeton Avenue Block Club; and

WHEREAS, On April 29, 1995, at 6:30 A.M., Lonnie left this world for a better place; and

WHEREAS, He leaves to mourn and cherish his memories a loving and devoted wife, Lavergne, six brothers and two sisters, three loving godchildren and one precious grandson -- Devon Murray Reed, who he loved very much. He also leaves behind a host of nieces, nephews and a wealth of other relatives and friends; now, therefore,

Be It Resolved, That on this thirteenth day of September, 1995, Mayor Richard M. Daley and the Chicago City Council mourn the death of Lonnie Murray and extends its deepest sympathies to the bereaved family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

TRIBUTE TO LATE MRS. MABLE EVELYN NORMAN.

WHEREAS, Mable Evelyn Norman was born in Dallas, Texas on April 15, 1913 to the union of the late Theresa Canady and Will Moody; and

WHEREAS, She was the second of four children and affectionately called "Rat" by her family and friends while growing up; and

WHEREAS, Mable confessed a hope in Christ at an early age; and

WHEREAS, She attended the Dallas School system; and

WHEREAS, Mable moved to Chicago in 1944; and

WHEREAS, Mable was united in holy matrimony to James R. Norman on November 13, 1954. To this union, one son, James Michael, was born; and

WHEREAS, Mable retired from the G-Bar, Inc. after serving for fifteen years, she was also a member of a social club which enabled her to travel around the world; and

WHEREAS, She was a faithful member of the Central Missionary Baptist Church in Chicago, Illinois; and

WHEREAS, Her brother, Travis and sister, Charlie Mae, preceded her into glory. Mable's oldest son, George, also preceded her into glory; and

WHEREAS, She leaves to mourn her passing and rejoice in her peace a devoted, loving and faithful husband, James, one son, James Michael, eight grandchildren, two sisters-in-law, two brothers-in-law, two nieces, one nephew, and host of other relatives and friends; now, therefore,

Be It Resolved, That on this thirteenth day of September, 1995 Mayor Richard M. Daley and the Chicago City Council mourn the death of Mable Evelyn Norman and extends its deepest sympathies to the bereaved family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

RECOGNITION OF EDWARDS/MC REYNOLDS SIXTH ANNUAL FAMILY REUNION.

WHEREAS, In a society where everything changes rapidly, the importance of the family remains constant; and

WHEREAS, An affectionate family environment is essential to the growth and development of children into responsible adults and good citizens; and

WHEREAS, The sixth annual Edwards/McReynolds family reunion will be held in Chicago, on July 7 through 9 promoting a positive response to those who have stated that the family is an outdated institution, and taking positive steps in the direction of strengthening family ties; and

WHEREAS, The dictionary describes the family as a group of persons composed of parents and their children, but often enlarged to include other close relatives. In the larger sense, a family includes all persons who are related by blood or marriage; and

WHEREAS, The roots of the Edwards/McReynolds family tree can be traced back to the very early 1800s in Henderson, Tennessee with the marriage of William Edwards and Eliza Ross, parents of Hugh, Flora, Clara, Frank and Jack. Neither Clara Thomas (nee Edwards) nor Jack Edwards had any children. The tree branches out as follows:

From the union of Hugh Edwards and Lallie Louise Drew was born: Eleanor (four children -- Henrietta, Janice, John, Isbell); Charles (two children -- Faye, Charlotte); Ella Pearl (three children -- William

Henry, Jr., Charles, Lallie); Hugh Jr. (zero); and Jimmie Lee (two children -- Eleanor, Jeanette).

From the union of Flora Bell Edwards and Thomas McReynolds was born: William (seven daughters -- Jacqueline, Betty, Dolores, Winona, Maxine, Winifred, Loretta); Winston (zero); Mary (two children -- Jerry, Carolyn); Elwood (two daughters -- Marion, Anna Marie).

From the union of Frank Edwards and Esther Ann Hicks was born: Frank, Jr. (two daughters -- Sharon, Kim); John Benjamin (two daughters -- Juanita, Antionette); Mary Alice (three children -- Marriane, David, Braden); now, therefore,

Be It Resolved, That on this thirteenth day of September, 1995, the entire Chicago City Council and Mayor Richard M. Daley, do hereby recognize the Edwards/McReynolds sixth annual family reunion and commend their efforts of family unity, and together present this certificate to them in recognition of the family as the basis of our nation's strength and morality; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family at a later date.

Presented By

ALDERMAN CHANDLER (24th Ward):

TRIBUTE TO LATE MR. DONALD EDDIE WILBOURN.

WHEREAS, Donald Eddie Wilbourn was born June 15, 1968; and

WHEREAS, Donald Eddie was the beloved son of Joe Eddie and Lydia M. Wilbourn; and

WHEREAS, Donald Eddie was the brother of Erik Wilbourn; and

WHEREAS, Donald Eddie Wilbourn graduated from Resurrection Elementary School and Von Steuben High School; and

WHEREAS, Donald Eddie Wilbourn continued his education at Clark University in Atlanta, Georgia and the University of Illinois in Chicago, Illinois; and

WHEREAS, Donald Eddie Wilbourn achieved his dream of becoming a businessman at the age of twenty-three by forming his own company, Promo No. 1 Contracting, specializing in home remodeling; and

WHEREAS, Donald Eddie Wilbourn was a member of the Chicago Park District's tennis team; and

WHEREAS, Donald Eddie Wilbourn passed away from his earthy life on September 2, 1995 at the age of twenty-seven; now, therefore,

Be It Resolved, This thirteenth day of September, 1995, that Donald Eddie Wilbourn was a young man of vision and determination and will be missed by family and friends.

Presented By

ALDERMAN WOJCIK (30th Ward):

APPRECIATION EXTENDED TO MR. WILLIAM BLAKE FOR ACT OF BRAVERY.

WHEREAS, On Tuesday morning, August 8, 1995, around 7:30 A.M., Mr. William Blake noticed smoke coming from his elderly neighbor's house; and

WHEREAS, William Blake, at the time, called to his wife Carolyn to call the Fire Department and raced next door to save Mrs. Lillian Kopkowski from her inflamed house; and

WHEREAS, At his arrival, he found all the doors and windows to be locked and eighty-five year old Mrs. Kopkowski nowhere to be seen; and

WHEREAS, William Blake, kicked in the front door to discover Mrs. Kopkowski standing in the living room; and

WHEREAS, William Blake picked up Mrs. Kopkowski and carried her from the flaming smoke filled building to safety; and

WHEREAS, William Blake, a former United States Army 12th Special Forces member, said he was only doing his neighborly duty; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby on this thirteenth day of September, 1995, A.D., extend our congratulations and deep appreciation to Mr. William Blake for his extreme act of courage in risking his own life to save a fellow human being; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. William Blake.

CONGRATULATIONS EXTENDED TO KLUB POJAWIAN ON ITS SEVENTIETH ANNIVERSARY.

WHEREAS, Klub Pojawian, a non-profit organization was established in 1925 in Chicago; and

WHEREAS, Klub Pojawian was formed by Polish immigrants who came to America to improve their way of life; and

WHEREAS, These Polish immigrants banded together to unselfishly contribute their individual talents for a common goal; and

WHEREAS, Klub Pojawian helped improve the living standards of family and friends left behind in Poland, both financially and morally, especially during times of communist rule and social upheavals; and

WHEREAS, As residents of the City of Chicago, Klub Pojawian has supported many community functions and organized numerous fund-raisers from which the donations were distributed to worthy causes in Chicago and Poland; and

WHEREAS, Klub Pojawian will be celebrating their seventieth anniversary banquet on September 16, 1995; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here on this thirteenth day of September, 1995, A.D., do hereby express our deepest congratulations on the seventieth anniversary of Klub Pojawian, and appreciation for their dedication to the people of Poland and to the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Edward Mika, club president.

Presented By

ALDERMAN BANKS (36th Ward):

TRIBUTE TO LATE MRS. RITA ANDOLINO.

WHEREAS, Almighty God in his infinite wisdom has called Rita Andolino to her eternal reward at the age of forty-seven; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman William J.P. Banks; and

WHEREAS, Rita Andolino's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, A longtime resident of the Galewood, Oak Park and Austin communities, Mrs. Andolino was a former candidate for State Representative of the 8th District. She was an active community organizer for nine years; assisted in the implementation and legislation of the Home Equity Assurance Program and was involved in a citywide project of low-cost housing -- training community residents to work on the rehabilitation of properties; lectured on community involvement activities and accomplishments at the Oak Park Exchange Congress; worked with the City Commission of Human Relations on issues of race and ethnicity; was a past member of Real Estate Task Force Commission of the State's Attorney's Office as well as a participant in the Policy Research Action Group for both Loyola and DePaul Universities; and

WHEREAS, Mrs. Andolino was a devoted wife to her husband Frank of twenty-seven years, and a loving mother to her children, Larry, Mark, Maria and Samantha, to whom she passed on many of the fine qualities she herself possessed; and

WHEREAS, Rita Andolino will be deeply missed, but the memories of her compassion, intelligence and character will survive in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of City Council of the City of Chicago, gathered here this thirteenth day of September, 1995, A.D., do hereby commemorate Rita Andolino for her dedicated service and productive life, and do hereby extend our sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Rita Andolino.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MS. PATRICIA KEANE.

WHEREAS, God in his infinite wisdom has called to her eternal reward Patricia Keane, beloved citizen and friend; and

WHEREAS, Patricia Keane was a vital and active member of Chicago's great northwest side community and will be sorely missed. She leaves to mourn her loving mother, Charlene, her brother, John, and a host of other relatives and friends; and

WHEREAS, Patricia Keane will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of City Council of the City of Chicago, gathered here this thirteenth day of September, 1995, A.D., do hereby express our sorrow on the death of Patricia Keane, 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 Patricia Keane.

Presented By

ALDERMAN DOHERTY (41st Ward) And
ALDERMAN SUAREZ (31st Ward):

CONGRATULATIONS EXTENDED TO CHARLES E. LARSON FORGING COMPANY ON ITS ONE HUNDREDTH ANNIVERSARY AND SEPTEMBER 13, 1995 DECLARED "CHARLES E. LARSON FORGING COMPANY DAY IN CHICAGO".

WHEREAS, The Charles E. Larson Forging Company celebrates the one hundredth anniversary of its founding on September 13, 1995; and

WHEREAS, The Chicago City Council has been informed of this historic and momentous occasion by Alderman Brian G. Doherty and Alderman Ray Suarez; and

WHEREAS, The Larson family's ties to the United States began when Charles E. Larson emigrated here in the early 1890s from Sweden; and thus the family celebrates their one hundredth anniversary in America this year; and

WHEREAS, Charles Larson's hard work and determination has proven to be successful. The growth of his blacksmith's shop has thrice expanded and now occupies two city blocks -- 2645 -- 2665 North Keeler Avenue -- on the great northwest side of Chicago. Steady growth of this business has welcomed Larsons' grandsons, great-grandsons and great-granddaughter; and

WHEREAS, Charles E. Larson Forging Company's long and productive history has always been mindful of safety and environmental concerns. The history and development of the Charles E. Larson Forging Company thus parallels the history and development of its grateful northwest side neighborhood; 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 September, 1995, A.D., do hereby extend our heartiest congratulations to the Charles E. Larson Forging Company as it enters its centennial year, and in that regard do hereby declare that September 13, 1995 -- the one hundredth anniversary -- be known as "Charles E. Larson Forging Company Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Charles E. Larson Forging Company.

Presented By

ALDERMAN NATARUS (42nd Ward):

CONGRATULATIONS EXTENDED TO MR. WILLIAM J. BRODSKY ON SELECTION AS 1995 HONOREE BY WEIZMANN INSTITUTE OF SCIENCE.

WHEREAS, William J. Brodsky received a bachelor or arts degree from Syracuse University in 1965, a jurist doctorate degree from the Syracuse

University College of Law in 1968 and is currently a member of both the New York and Illinois State Bar Associations; and

WHEREAS, William J. Brodsky, from 1968 to 1974 was an attorney with the New York investment banking and securities brokerage firm of Model, Roland and Company; and

WHEREAS, Mr. Brodsky joined the Chicago Mercantile Exchange (C.M.E.) on September 7, 1982 as executive vice president and chief operating officer and has served as president and chief executive officer since June 1, 1985; and

WHEREAS, Mr. Brodsky, in 1987, was instrumental in coordinating efforts between the C.M.E. and the New York Stock Exchange (N.Y.S.E.) that solved the so-called "triple witching" effects on stock index futures expiration days; and

WHEREAS, William J. Brodsky was deeply involved in the C.M.E.'s response to the October 19, 1987 stock market crash and the subsequent development of coordinated circuit breakers with the N.Y.S.E.; and

WHEREAS, Mr. Brodsky has been active in broadening the C.M.E.'s lines of stock index contracts to include a variety of domestic and international benchmark indices; and

WHEREAS, Mr. Brodsky, as president and chief executive officer of the C.M.E., is currently responsible for the day-to-day administration of the world's leading financial risk-management institution with more than two thousand seven hundred memberships, more than ninety member firms, nearly one thousand employees and an annual budget in excess of One Hundred Million Dollars; and

WHEREAS, William J. Brodsky serves on the board of trustees at Syracuse University and at the Illinois Institute of Technology; and

WHEREAS, Mr. Brodsky is a member of the J.L. Kellogg Graduate School of Management Advisory Council and is on the board of visitors at the Northwestern University School of Law; and

WHEREAS, Mr. Brodsky is a board member of the National Futures Association, the Chicago Council of Foreign Relations, the Midwest Regional Advisory Board of the Institute of International Education, the Chicago Regional Board of the Anti-Defamation League of B'nai B'rith, the Chicagoland Chamber of Commerce and the Illinois Council on Economic Education; and

WHEREAS, William J. Brodsky is a member of the Commercial Club of Chicago and the Economic Club of Chicago; and

WHEREAS, Mr. Brodsky serves as a member of the Federal Reserve Bank and as a member of New York's International Capital Markets Advisory Committee; and

WHEREAS, Mr. Brodsky is on the boards of the Swiss Commodities, Futures and Options Association and the International Futures and Commodities Institute in Geneva; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this thirteenth day of September, 1995, A.D., do hereby honor and congratulate Mr. William J. Brodsky on the occasion of being a 1995 honoree of the Weizmann Institute of Science and do also extend to Mr. William J. Brodsky our deepest gratitude for his outstanding contribution to financial risk management, for all that he has done to improve the administration of the Chicago Mercantile Exchange and to better the lives of the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. William J. Brodsky.

CONGRATULATIONS EXTENDED TO DR. GERALD GLICK, M.D. ON RECEIPT OF SHAARE ZEDEK MAIMONDID AWARD.

WHEREAS, Dr. Gerald Glick, M.D. graduated from Cornell University Medical College; and

WHEREAS, Dr. Gerald Glick, M.D. performed his medical residency training and cardiology fellowship at Strong Memorial Hospital in Rochester, New York; and

WHEREAS, Dr. Gerald Glick, M.D. served as senior investigator in the Cardiology Branch of the National Heart, Lung and Blood Institute and was an established investigator at the American Heart Association; and

WHEREAS, Dr. Gerald Glick, M.D. has served as an associate professor of medicine and director of the Laboratory of Clinical Cardiovascular Pharmacology at Baylor College of Medicine; and

WHEREAS, Dr. Gerald Glick, M.D. came to Chicago in 1971 and became director of the Cardiovascular Institute and chief of the division of Cardiology at Michael Reese Hospital and Medical Center; and

WHEREAS, Dr. Gerald Glick, M.D. was then appointed professor of medicine at the University of Chicago Pritzker School of Medicine; and

WHEREAS, After serving at the University of Chicago Pritzker School of Medicine for seven years, Dr. Gerald Glick, M.D., entered into private practice; and

WHEREAS, Dr. Gerald Glick, M.D. has served in private practice for over fifteen years; and

WHEREAS, Dr. Gerald Glick, M.D. has served on the editorial boards of the *Journal of Clinical Investigation*, and the *American Journal of Physiology and Clinical Cardiology*; and

WHEREAS, Dr. Gerald Glick, M.D. is a fellow of the American College of Investigation and the American College of Physicians; and

WHEREAS, Dr. Gerald Glick, M.D. is a member of the American Society of Clinical Investigation, the American Physiological Society, and the American Society of Pharmacology and Experimental Therapeutics; and

WHEREAS, Dr. Gerald Glick, M.D. has served as the chairman of the Chicago Cardiology Group, and has served on the board of governors of the American Heart Association Chicago Affiliate; and

WHEREAS, Dr. Gerald Glick, M.D. has published more than one hundred fifty papers, abstracts, and chapters; and

WHEREAS, Dr. Gerald Glick, M.D. currently serves on the board of directors of Congregation Rodfei Zedek and the State of Israel Bonds Greater Chicago Committee; and

WHEREAS, Dr. Gerald Glick, M.D. also serves on the national board of the American Friends of Israel Heart to Heart; and

WHEREAS, On September 10, 1995, Shaare Zedek Medical Center in Jerusalem will present Dr. Gerald Glick, M.D., with its Maimonides Award for his contributions to medicine, education and Jewish philanthropy; 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 September, nineteen hundred and ninety-five, do hereby honor and congratulate Dr. Gerald Glick, M.D. on the occasion of receiving the Shaare Zedek Maimondides Award, and do also express our deepest gratitude for all he has done to better the lives of the citizens of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Gerald Glick, M.D..

CONGRATULATIONS EXTENDED TO CAPTAIN BILL PINKNEY ON COMPLETION OF TWENTY-TWO MONTH SOLO CIRCUMNAVIGATION OF GLOBE.

WHEREAS, Captain Bill Pinkney was born and raised on Chicago's south side, near East 33rd Street and South Indiana Avenue; and

WHEREAS, Captain Bill Pinkney graduated from Tilden Technical High School in 1954 and entered the United States Navy, where he worked for eight years as an X-ray technician; and

WHEREAS, After leaving the Navy, Captain Bill Pinkney worked at a variety of jobs including employment as a hospital X-ray technician, a bartender, elevator repairman and limbo dancer while living in Puerto Rico; and

WHEREAS, Captain Bill Pinkney moved to New York in the early 1960s where he met his wife, Ina Pinkney, owner of Ina's Kitchen restaurant on West Webster Street in Chicago and trained as a makeup artist; and

WHEREAS, Captain Bill Pinkney moved into the corporate cosmetic business helping to launch brands aimed at African-Americans, first for Revlon and then for Johnson Products; and

WHEREAS, In 1974, Captain Bill Pinkney began sailing in the Chicago area and in the mid-1980s envisioned sailing around the world; and

WHEREAS, Captain Bill Pinkney, in August 1990, sailed his boat *Commitment* from Boston Harbor to begin in a twenty-two month solo circumnavigation of the globe covering twenty-seven thousand miles; and

WHEREAS, Captain Bill Pinkney, from the middle of the ocean and from lands he visited, communicated with students in Boston and Chicago via satellite ship-to-shore radio and home video dispatches; and

WHEREAS, The students communicating with Captain Bill Pinkney learned practical lessons in math, science and geography, delighted in the exotic sights he showed them and worried when he encountered rough water and violent storms during his long stretches at sea; and

WHEREAS, Captain Bill Pinkney on June 9, 1992, sailed back into Boston Harbor becoming the first African-American ever to make such a solo voyage and only the fourth American in history to do so; and

WHEREAS, Captain Bill Pinkney has recently been elected as a trustee for the Mystic Seaport Museum, the country's largest maritime museum; and

WHEREAS, Captain Bill Pinkney is now planning to sail the South Atlantic from West Africa to Brazil and the Caribbean, retracing the Middle Passage, the route used by traders to bring slaves to the Americas; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this thirteenth day of September, 1995, A.D., do hereby honor and congratulate Captain Bill Pinkney on the completion of his historic twenty-two month solo circumnavigation of the globe, and do also extend to Captain Bill Pinkney our deepest gratitude for sending such an exciting and inspirational message to the citizens of the City of Chicago, especially our children about dreams, education and above all commitment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Captain Bill Pinkney.

MISSIONARY SISTERS OF THE SACRED HEART OF JESUS URGED TO CONTINUE OPERATION OF SAINT CABRINI HOSPITAL AS ACUTE-CARE HEALTH FACILITY.

WHEREAS, The Board of Directors of Columbus-Cabrini Health System recommended that the Missionary Sisters of the Sacred Heart of Jesus, the owners of Saint Cabrini Hospital, consolidate acute-care inpatient services currently being provided at Saint Cabrini Hospital into the Saint Anthony Campus; and

WHEREAS, Saint Cabrini Hospital has provided excellent acute-care health services to the citizens of the west side of the City of Chicago since the hospital was founded by Saint Frances Xavier Cabrini over a century ago; and

WHEREAS, A study of the proposal reveals that it would cost Three Million Dollars more to improve Saint Anthony to facilitate the consolidation than to keep Saint Cabrini Hospital open as an acute-care health facility; and

WHEREAS, In the event of consolidation, over one hundred sixty people will lose their jobs; 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 September, nineteen hundred and ninety-five, do hereby memorialize the Missionary

Sisters of the Sacred Heart of Jesus to keep Saint Cabrini Hospital open as a full service acute-care health facility; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Missionary Sisters of the Sacred Heart of Jesus.

GRATITUDE EXTENDED TO CHICAGO PARK DISTRICT LIFEGUARDS FOR EXCELLENCE IN EXECUTION OF DUTIES.

WHEREAS, The summer of 1995 was one of the hottest summers in Chicago history; and

WHEREAS, The temperature exceeded ninety degrees on thirty days throughout the summer, and exceeded one hundred degrees on two consecutive days; and

WHEREAS, Chicago experienced the hottest day ever recorded on July 13, 1995, when the temperature reached one hundred six degrees; and

WHEREAS, The extreme heat caused record beach and pool attendance in the City of Chicago; and

WHEREAS, The Chicago Park District estimates that over thirty-eight million people attended the Park District beaches and pools this summer; and

WHEREAS, Chicago lifeguards performed nine thousand, two hundred ten rescues throughout the summer of nineteen ninety-five; and

WHEREAS, Through the superb efforts of the Chicago Park District lifeguards, no drownings occurred at Chicago Park District beaches or pools despite the record-breaking attendance; 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 September, nineteen hundred and ninety-five, do hereby express our deepest gratitude to all Chicago Park District lifeguards for a superb job of protecting the citizens of the City of Chicago at Chicago's beaches and pools; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chicago Park District Lifeguard Unit.

CONGRATULATIONS EXTENDED TO TERRA MUSEUM OF AMERICAN ART ON UNVEILING AND ISSUANCE OF LOUIS ARMSTRONG MEMORIAL STAMP.

WHEREAS, The Terra Museum of American Art was founded in Evanston, Illinois in 1980 by Daniel J. Terra, former United States Ambassador-at-Large for Cultural Affairs and relocated to 666 North Michigan Avenue in April, 1987; and

WHEREAS, The Terra Museum of American Art's permanent collection spans more than two centuries of American art including nineteenth and twentieth century paintings, sculpture and works on paper that is highlighted by American impressionist paintings, folk art and early to mid twentieth century modernist works; and

WHEREAS, The artists represented by the Terra Museum of American Art's permanent collection include John Singleton Copley, Edward Hicks, James Abbott McNeill Whistler, Mary Cassatt, John Singer Sargent and Edward Hopper; and

WHEREAS, The Terra Museum of American Art has touring and special exhibitions scheduled on an ongoing basis, with eight to ten major exhibitions per year and the Collection Cameo series, rotated monthly, that showcases major works from Terra Museum collections; and

WHEREAS, The Terra Museum of American Art has educational programs that serve over twenty thousand students annually which average seven to ten programs per month and include Northwestern University for-credit courses, family fairs, gifted classes, teacher's programs, workshops, gallery lectures and school and adult tours; and

WHEREAS, The Terra Museum of American Art recently hosted the unveiling of the Louis Armstrong memorial stamp on May 26, 1995, in celebration of Memorial Day; and

WHEREAS, Louis Armstrong was honored by the United States Postal Service when it issued one hundred fifty million postage stamps on the first day of September, 1995, A.D., designed by artist Dean L. Mitchell, celebrating the life and music of the Chicago icon and jazz legend; and

WHEREAS, The Louis Armstrong commemorative stamp features Armstrong playing his trumpet and captures all of the great musician's vibrance; and

WHEREAS, The Terra Museum of American Art was elected for the unveiling of the Louis Armstrong memorial stamp so as to coincide with the museum's exhibit, Louis Armstrong: A Cultural Legacy, that ran from April 15, 1995 through June 25, 1995; and

WHEREAS, Louis Armstrong: A Cultural Legacy multimedia exhibition at the Terra Museum of American Art carefully and uniquely traced the life of Louis Armstrong and the history of jazz through paintings, sculpture, photography, drawings, music, video and Armstrong's personal memorabilia; 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 September, 1995, A.D., do hereby honor and congratulate the Terra Museum of American Art on the occasion of the unveiling and issuance of the Louis Armstrong memorial stamp and do also extend to the Terra Museum of American Art, our deepest gratitude for all it has done to enrich the lives of the citizens of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Terra Museum of American Art.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

CONGRATULATIONS EXTENDED TO MS. REBECCA CRUZ ON RECEIPT OF "ILLINOIS TREASURES" AWARD FOR OUTSTANDING CITIZENSHIP AND OCTOBER 7, 1995 DECLARED "ILLINOIS TREASURES DAY IN CHICAGO".

WHEREAS, Chicago has the great fortune to house a vast number of quality citizens who show their mettle in their care and concern for others, and in their positive attitude and accomplishments; and

WHEREAS, One such citizen is Ms. Rebecca Cruz, who has recently entered a chosen group of exceptional men and women known as "Illinois Treasures". She has been selected as an honoree by the Illinois Alliance for Aging for her extraordinary leadership as executive director of the American Spanish Institute, a nationally recognized not-for-profit organization serving people of all ages with disabilities, and for her advocacy on behalf of low-income residents; and

WHEREAS, Rebecca Cruz, who was nominated for this outstanding award by the Illinois Association of Community Care Program Home Care Providers, Inc., is now among those chosen few being saluted in special festivities planned by the Illinois Alliance for Aging, October 7, 1995; 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 September, 1995, A.D., do hereby pay tribute to Rebecca Cruz for her outstanding citizenship and her selfless dedication in a social service career spanning twenty years. We wish Ms. Cruz continuing success as she proceeds in her responsible position as executive director of the American Spanish Institute, and in that regard we salute the Illinois Alliance for Aging for honoring this great lady; and

Be It Further Resolved, That we declare October 7, 1995, to be known as "Illinois Treasures Day In Chicago" in honor of Rebecca Cruz and other outstanding citizens selected for this award.

CONGRATULATIONS EXTENDED TO MS. JULIE MATTERNAS ON HER RETIREMENT FROM CHILDREN'S MEMORIAL MEDICAL CENTER AND LEADERSHIP IN ENHANCING COMMUNITY RELATIONS IN LINCOLN PARK AREA.

WHEREAS, The activities of Children's Memorial Medical Center, in enhancing the Lincoln Park community, are much appreciated by the City Council; and

WHEREAS, Under the leadership of Ms. Julie Matternas, Children's Memorial has made significant progress in improving community relations in the Lincoln Park area; and

WHEREAS, After eight years of service Julie Matternas will retire as director of community affairs at Children's Memorial Medical Center, effective September 22, 1995; and

WHEREAS, Julie Matternas played a key role in securing and monitoring the implementation of a twenty year master plan agreement between Children's Memorial Medical Center and the Lincoln Park community; and

WHEREAS, She has been an effective liaison with the Lincoln Park community in the 43rd Ward and an excellent ambassador of good will; and

WHEREAS, Julie Matternas is highly regarded by the staff of Children's Memorial, community leaders, and community residents for her competence, enthusiasm, creativity, efficiency, empathy and community relations skills; 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 September, 1995, do hereby salute Ms. Julie Matternas for her outstanding citizenship and tireless civic service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ms. Julie Matternas.

Presented By

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED TO CAPTAIN THOMAS KERNAN ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Captain Thomas Kernan is retiring from the Chicago Police Department after forty years of service; and

WHEREAS, Captain Thomas Kernan served the citizens of Chicago as a patrolman, detective and investigator; and

WHEREAS, Captain Thomas Kernan's diligence and skill in his police work was rewarded with promotion to sergeant, and then lieutenant in the 1960s and finally to captain in 1970; and

WHEREAS, Captain Thomas Kernan served as the district commander of District 19 at Belmont and Western from 1975 to 1979; and

WHEREAS, Captain Thomas Kernan's outstanding performance has been recognized with three honorable mentions; and

WHEREAS, In addition to his devoted service to the people of Chicago, Captain Thomas Kernan also served his country as a staff sergeant in the United States Marine Corps; 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 September, 1995, thank Captain Thomas Kernan for his generous service to our City, congratulate him on the occasion of his retirement, and wish many happy years off in sunny Arizona; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Captain Thomas Kernan.

Presented By

ALDERMAN LEVAR (45th Ward):

CONGRATULATIONS EXTENDED TO SAINT CONSTANCE WOMEN'S CLUB ON THEIR FORTIETH ANNIVERSARY.

WHEREAS, 1995 will mark the fortieth anniversary of Saint Constance Women's Club; and

WHEREAS, The Chicago City Council has been informed of this celebration by Alderman Patrick J. Levar; and

WHEREAS, Founded March 25, 1955, Saint Constance Women's Club -- originally named The Conciliates of Saint Constance -- had a membership of twenty-four women which has increased to one hundred thirty members in the last four decades; and

WHEREAS, Mildred Aelazo was the first president, and Father Sylvester Wronka was the first moderator of Saint Constance Women's Club; and

WHEREAS, This outstanding charitable organization has extended its unfailing kindness and spiritual encouragement endlessly to all those in need; and

WHEREAS, The Saint Constance Women's Club is celebrating its fortieth anniversary with a special dinner to be held October 22, 1995 in the Rosewood Banquet Hall; 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 September, 1995, A.D., do hereby offer our deepest expressions of gratitude and congratulations to Saint Constance Women's Club as they celebrate their fortieth anniversary and extend to this organization our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the Saint Constance Women's Club.

Presented By

ALDERMAN SCHULTER (47th Ward):

GREETINGS EXTENDED TO MAYOR AND PEOPLE OF STUTTGART, GERMANY ON ONE HUNDRED FIFTIETH ANNIVERSARY OF CANNSTATTER VOLKSFEST.

WHEREAS, The Schwaben Verein of Chicago is a social organization which was incorporated in Chicago more than one hundred years ago; and

WHEREAS, The honorable society has been invited by the City of Stuttgart, the capitol of the State of Baden-Wuerttemberg, Germany, and its Honorable Mayor, Manfred Rommel, to participate in the opening ceremony of the one hundred fiftieth Cannstatter Volksfest on September 24, 1995; and

WHEREAS, The Schwaben Verein of Chicago is sending a delegation led by its President, Mr. George Boehm, to the City of Stuttgart to take part in this great festival, which includes a parade through the City followed by the Oberbuergermeister of Stuttgart; and

WHEREAS, The City of Chicago will be well-represented in Stuttgart by the stewardship of the Schwaben Verein, whose ancestry can be traced directly back to the State of Baden-Wuerttemberg; and

WHEREAS, The City of Chicago is very proud of its significant German-American heritage and our strong ties to German communities; 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 recognize the rich tradition of the Cannstatter Volksfest and extend our warmest greetings to the mayor and the great people of Stuttgart on this historic one hundred fiftieth anniversary of the festival.

CONGRATULATIONS EXTENDED TO ADMIRAL TOOL & MANUFACTURING COMPANY ON ITS FIFTIETH ANNIVERSARY.

WHEREAS, Admiral Tool & Manufacturing Company was founded September 10, 1945 by brothers Allen and Bernie Levine at 2354 North Clybourn Avenue in a two thousand square foot storefront that once served as a pool hall; and

WHEREAS, This fine firm moved to its present location in the 47th Ward at 3700 North Talman Avenue; and

WHEREAS, Admiral Tool & Manufacturing Company produces stampings and assemblies, covers a total plant area of more than one hundred thousand square feet and provides employment to approximately one hundred seventy workers; and

WHEREAS, The firm's strong growth can be directly attributed to the quality philosophy and commitment to continuous improvement, and its quality work in the automotive and OEM marketplace has been widely recognized by such leaders in these industries as Motorola, Ford Motors, General Motors, John Deere and Texas Instruments; and

WHEREAS, The company's commitment to quality is evident in the education and training of its employees, which provides for great opportunity to contribute directly and significantly to the firm's success; and

WHEREAS, Admiral Tool's current executive officers include Ernest S. Levine, president and son of Allen Levine; and William J. Dugan, vice-president and son-in-law of the late Mr. Bernie Levine; 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 Admiral Tool & Manufacturing Company on the occasion of its fiftieth anniversary.

OCTOBER 6, 1995 DECLARED "GERMAN-AMERICAN DAY IN CHICAGO".

WHEREAS, One of the wonders of our great City of Chicago is its enviable cultural heritage,with contributions from every corner of the globe; and

WHEREAS, Among the earliest settlers in Chicago were the Germans, who brought their rich culture to blend with the native and other foreign cultures which were established in the last century; and

WHEREAS, The bountiful German heritage, including but by no means limited to language, religion, literature, music, art and cuisine enriches our lives daily, and our German-American population is one of the most civic-minded, influential and educated among our citizens; and

WHEREAS, Many civic organizations nationally have set aside October 6, 1995 to observe the great benefits of German-American relations and the outstanding contributions of our German-American citizens; 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 declare October 6, 1995, to be known as "German-American Day in Chicago", and call to public attention the many observances planned for that day.

CONGRATULATIONS EXTENDED TO UNITED GERMAN-AMERICAN SOCIETIES OF GREATER CHICAGO, INC. ON SPONSORSHIP OF GENERAL VON STEUBEN PARADE ON SEPTEMBER 16, 1995.

WHEREAS, The annual General von Steuben Parade will take place in the Chicago Loop September 16, 1995; and

WHEREAS, The Parade is a source of great pride and inspiration to our German-American community, as well as a visual showcase of the countless contributions and significant accomplishments that identify three hundred years of Germanic achievement toward America's development and growth; and

WHEREAS, The Parade creates a great day for all Chicagoans and particularly for the United German-American Societies of Greater Chicago, Inc., who sponsor this annual festival event; and

WHEREAS, American history records show that in 1777 General Wilhelm von Steuben came to America and offered his services to General George Washington in the fight for America's independence; and

WHEREAS, The von Steuben Parade honors an internationally renowned leader and encourages participation of every segment of the Chicago area's varied ethnic community in joining this tribute to a gallant patriot who helped to preserve the cause of freedom; 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 take cognizance of the symbolism and the festivity of the great General von Steuben Parade to be held in our great City September 16, 1995, and that we encourage all our citizens to participate in this outstanding and inspiring event.

Presented By

ALDERMAN M. SMITH (48th Ward):

RECOGNITION EXTENDED TO MUTUAL AID ASSOCIATION, ITS FIVE CONSTITUENT AGENCIES AND CAPACITY BUILDING PROJECT.

WHEREAS, On August 18, 1995, five productive agencies -- each representing a distinct group of refugees -- joined forces to revitalize their Chicago communities through a Capacity Building Project, a project whereby each group would interact with the other agencies for mutual benefit; and

WHEREAS, The Cambodian Association of Illinois, the Chinese Mutual Aid Association, the Ethiopian Community Association of Chicago, Lao American Community Services and the Vietnamese Association of Illinois heretofore have each fostered services for their own individual ethnic groups. This Mutual Aid Association Capacity Building Project brings them all together to share resources and programs, to participate in joint fundraising and to spur a cooperative planning and building project which would benefit all these fine groups; and

WHEREAS, During the month of September the officers of these five agencies will produce a memo of agreement and a joint advocacy agenda which will help bring some of our most respected citizens and residents into the twenty-first century; 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 September, 1995, A.D., do hereby call public attention to the Mutual Aid Association Capacity Building Project, to its productive agenda, and to each of the five great agencies which have joined forces to provide a better world for the refugees they represent in our great and diversified population; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Mutual Aid Association Capacity Building Project.

SEPTEMBER 17, 1995 DECLARED "RABBI HERMAN AND LOTTE SCHAALMAN DAY IN CHICAGO".

WHEREAS, Rabbi Herman Schaalman and his wife, Lotte, have devoted forty years of their lives at Emanuel Congregation in Chicago to the strengthening of Jewish education in Chicago and throughout the United States; and

WHEREAS, Rabbi Schaalman has brought recognition to Chicago as an awardee of The Order of Merit, First Class, presented by the president of the Federal Republic of Germany; and

WHEREAS, Rabbi Schaalman has served as president of the Central Conference of Reform Rabbis as well as president of the Chicago Board of Rabbis; and

WHEREAS, Rabbi Schaalman has been a leader in interfaith activities in Chicago for many years and received the Laureate in Ecumenism from Joseph Cardinal Bernardin on behalf of the Catholic Archdiocese of Chicago; and

WHEREAS, Rabbi Schaalman and Cardinal Bernardin led the recent Catholic-Jewish delegation to the State of Israel and brought about even greater cooperation between the Catholic and Jewish communities of Chicago and America; and

WHEREAS, Rabbi Schaalman was named a commissioner of the City of Chicago Human Relations Commission by the mayor of the City of Chicago; and

WHEREAS, Rabbi Schaalman is beloved by the hundreds of Emanuel congregants he has joined in marriage, confirmed, bar and bat mitzvahed, and named in religious ceremonies for the past forty years; and

WHEREAS, Rabbi Herman and Lotte Schaalman will be honored on Sunday, September 17, at a dinner in the Standard Club of Chicago for their many contributions to Emanuel Congregation, to Chicago and to Jewish life in America; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do declare Sunday, September 17, 1995 as "Rabbi Herman and Lotte Schaalman Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Rabbi Herman and Lotte Schaalman.

CONGRATULATIONS EXTENDED TO UPTOWN CHICAGO COMMISSION ON ITS FORTIETH ANNIVERSARY AND OCTOBER 11, 1995 DECLARED "THE UPTOWN CHICAGO COMMISSION DAY IN CHICAGO".

WHEREAS, The Uptown Chicago Commission was founded in 1955 and is presenting its fortieth annual dinner Wednesday, October 11th at the Uptown Bank, 4753 North Broadway in Chicago's great Uptown neighborhood; and

WHEREAS, For four decades, The Uptown Chicago Commission has dedicated itself to improving the quality of life for all residents of its north lakefront neighborhood. A combination of businesses, block clubs, other organizations and many individual citizens, The Uptown Chicago Commission stands in full support of the many civic and community projects which improve the area, and relies almost entirely upon private funding and upon the many selfless individuals who so generously dedicate their time, energies and intelligence to enhancing the Uptown community; 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 September, 1995, A.D., do hereby commend The Uptown Chicago Commission for its excellent efforts on behalf of its grateful north lakefront community, and in that regard do hereby declare that October 11, 1995, be known as "The Uptown Chicago Commission Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Uptown Chicago Commission.

CONGRATULATIONS AND BEST WISHES EXTENDED TO THE HELLENIC FOUNDATION'S HELLENIC FAMILY AND COMMUNITY SERVICES AGENCY ON ITS TWENTIETH ANNIVERSARY.

WHEREAS, October 1, 1995, marks the twentieth anniversary of The Hellenic Foundation's social service agency, the Hellenic Family and Community Services (H.F. & C.S.), which for two decades has been the professional resource providing much-needed services to thousands of Chicago's Greek-American elderly individuals, youth and families; and

WHEREAS, Over the years, the Hellenic Family and Community Services organization has expanded to include homemaker services for the elderly, plus youth and family counseling, job training and placement, HIV/AIDS awareness campaigns, and recognition and referrals concerning teen depression and alcoholism. This great organization retains close contact with the Greek Orthodox Churches, Philoprochos Societies, Greek organizations and non-Greek social service agencies to extend an effective, embracing service throughout Chicagoland; and

WHEREAS, Located at 4940 North Lincoln Avenue on Chicago's great north side, The Hellenic Foundation's Hellenic Family and Community Services organization continues as the leading social service resource for Greek-Americans throughout Chicago; 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 September, 1995, A.D., do hereby express our congratulations and best wishes to The Hellenic Foundation and its outstanding social service agency, the Hellenic Family and Community Services organization, in recognition of twenty years of H.F. & C.S.'s outstanding service within the metropolitan Chicago community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Hellenic Foundation.

Presented By

ALDERMAN MOORE (49th Ward):

SEPTEMBER 12, 1995 DECLARED "TRUE FAMILY DAY IN CHICAGO".

WHEREAS, Leaders have suddenly awakened to the realization that there is now an achievable possibility of world peace, and, if we work together, uniting our physical, mental, and spiritual resources, lasting peace will be attainable in our lifetime; and

WHEREAS, It is our human duty to utilize fully this possibly unique chance, and the 1990s would seem to be the perfect opportunity to take up this task; and

WHEREAS, A spiritually and morally healthy nuclear family is the building block for a healthy society; and

WHEREAS, The founder of the Family Federation for Unification and World Peace, the Reverend Sun Myung Moon addressed an international, intercultural, and interdenominational gathering for clergy, professors, and dignitaries on Tuesday, September 12, 1995 at the Marriott Hotel in Chicago; 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 September, 1995, A.D., do hereby proclaim Tuesday, September 12, 1995 as "True Family Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Family Federation for Unification and World Peace.

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
JONES (15th Ward)	South Western Avenue, at 6820 -- 10:00 A.M. to 8:00 P.M. -- Monday through Saturday;
	West 63rd Street, at 2439;
MUNOZ (22nd Ward)	South Homan Avenue, at 2612 -- 6:00 A.M. to 10:00 A.M. -- Wednesday and Friday;
BURNETT (27th Ward)	South Ashland Avenue, at 234 (four spaces northerly) 6:00 A.M. to 3:30 P.M. -- Monday through Saturday;
	North Canal Street, at 212 -- 214 -- at all times -- daily;

Alderman	Location, Distance And Time
	West Fulton Market, at 655, 657 and 659 -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday;
	North Halsted Street, at 1522, 1524 and 1526 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
	West Lake Street, at 1009 -- 1011 -- 6:00 A.M. to 2:00 P.M. -- Monday through Friday;
	West Lake Street, at 1133 -- 1147 (signs to be placed at 198 North May Street) 8:00 A.M. to 4:00 P.M. -- Monday through Saturday;
	West Jackson Boulevard, at 901 -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
	West Jackson Boulevard, at 1240 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
	West North Avenue, at 319 (two spaces easterly) -- 11:00 A.M. to 11:00 P.M. -- daily;
	West Ohio Street, at 2250 -- at all times -- daily;
	North Orleans Street, at 1411 -- 1447 -- at all times -- daily;
	West Randolph Street, at 729 -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday;
	North Sangamon Street, at 123 -- at all times -- daily;
	North Sangamon Street, at 124 (one space from alley south to entrance);

Alderman	Location, Distance And Time
	West Washington Boulevard, at 822 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
WOJCIK (30th Ward)	North Milwaukee Avenue, at 3065 -- 10:00 A.M. to 8:00 P.M. -- no exceptions;
GRANATO for *GABINSKI* (32nd Ward)	North Winchester Avenue, at 1749, for a distance of 12 feet north and 12 feet south of the fence -- 6:00 A.M. to 12:00 Midnight -- Monday through Saturday;
MELL (33rd Ward)	West Irving Park Road, at 3221 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
COLOM (35th Ward)	North Hamlin Avenue, at 2623 -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday;
GILES (37th Ward)	West North Avenue, at 5251 -- 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M. -- Monday through Friday;
ALLEN (38th Ward)	West Irving Park Road, at 5749 -- 9:00 A.M. to 8:00 P.M. -- Tuesday through Saturday;
	North Kildare Avenue, alongside 4251 West Irving Park Road, from a point 150 feet south of West Irving Park Road, to a point 80 feet south thereof -- 8:00 A.M. to 10:00 A.M. and 4:30 P.M. to 6:30 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
NATARUS (42nd Ward)	East Chestnut Street, at 200, for a distance of 60 feet -- at all times -- daily (tow-away zone) (valet service);
	North Dearborn Street, at 1207, for a distance of 60 feet -- 6:00 A.M. to 9:00 P.M. -- daily (tow-away zone);
	East Harrison Street, at 65, for a distance of 60 feet -- at all times -- daily (tow-away zone);
	West Ontario Street, at 100, for a distance of 60 feet -- at all times -- daily (tow-away zone) (valet service);
	East Ontario Street, at 142, for a distance of 20 feet -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (tow-away zone) (except for handicapped);
	North State Street, at 1050, for a distance of 40 feet -- 10:00 A.M. to 5:00 A.M. -- daily (tow-away zone);
	West Van Buren Street, at 221, for a distance of 40 feet -- 7:00 A.M. to 2:00 A.M. -- Monday through Saturday (tow-away zone) (valet service);
HANSEN for *BERNARDINI* (43rd Ward)	North Lincoln Avenue, at 1800 -- 6:00 P.M. to 12:00 Midnight -- no exceptions (tow-away zone) (valet service);
	West North Avenue, at 220 (at the theater entrance) 10:00 A.M. to 2:00 A.M. -- no exceptions (valet service);

Alderman	Location, Distance And Time
HANSEN (44th Ward)	West Briar Place (south side) at 433, from a point 340 feet west of North Sheridan Road, to a point 25 feet west thereof -- at all times -- no exceptions;
	North Broadway, at 2815 -- 5:00 P.M. to 12:00 Midnight -- Thursday, Friday and Saturday (valet service);
	West Oakdale Avenue (south side) in the 300 block, from a point 90 feet west of North Commonwealth Avenue, to a point 30 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
	North Pine Grove Avenue, at 2907 -- 2919 (in front of driveway where dumpsters are placed) 8:00 A.M. to 5:00 P.M. -- Monday, Wednesday and Friday;
	North Seminary Avenue, alongside of 1100 West Belmont Avenue -- 8:00 A.M. to 8:00 P.M. -- no exceptions;
MOORE (49th Ward)	North Broadway, at 6317 -- 6319 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF WEST ARMITAGE AVENUE.

Alderman Hansen for Alderman Bernardini (43rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on February 7, 1990 (Council Journal of Proceedings, page 11531) which established loading zones on portions of specified public ways by striking the words: "West Armitage Avenue (north side) from a point 22 feet west of North Seminary Avenue, to a point 20 feet west thereof -- daily (valet parking)" and inserting in lieu thereof: "West Armitage Avenue (north side) from a point 22 feet west of North Seminary Avenue, to a point 45 feet west thereof -- daily (valet parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 227 WEST LAKE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "West Lake Street, at 227 -- no parking/loading zone" and inserting in lieu thereof: "West Lake Street, at 227 -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- after fifteen minutes tow-away zone", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 2747 NORTH LINCOLN AVENUE.

Alderman Granato for Alderman Gabinski (32nd 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 Lincoln Avenue, at 2747 -- 6:00 P.M. to 12:00 Midnight -- Sunday and 6:00 P.M. to 2:00 A.M. -- Saturday" and inserting in lieu thereof: "North Lincoln Avenue, at 2747 -- 6:00 P.M. to 2:00 A.M. -- Sunday through Friday and 6:00 P.M. to 3:00 A.M. -- Saturday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred --AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 1200 WEST MONROE STREET.

Alderman Burnett (27th 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: "West Monroe Street, at 1200 -- no parking/loading zone -- at all times" and inserting in lieu thereof: "West Monroe Street, at 1200 -- loading zone/tow-away zone -- 8:00 A.M. to 7:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 254, 256, 258 AND 260 SOUTH PEORIA STREET.

Alderman Burnett (27th 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: "South Peoria Street, at 254, 256, 258 and 260 -- no parking/loading zone", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 3547 WEST PETERSON AVENUE.

Alderman Laurino (39th 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: "West Peterson Avenue, at 3547 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 1351 SOUTH MICHIGAN AVENUE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of specified public ways by striking the words: "South Michigan Avenue, at 1351 -- no parking/loading zone" and inserting in lieu thereof: "South Michigan Avenue, at 1351 -- loading zone/tow-away zone (valet service)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 30 WEST HUBBARD STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to repeal a previously passed ordinance which established a loading zone at 30 West Hubbard Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED LOADING ZONE AT 504 NORTH WELLS STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to repeal a previously passed ordinance which established a loading zone at 504 North Wells Street, 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
BURKE (14th Ward)	East/west alley behind 2637 -- 2659 West Pershing Road -- easterly;
	First east/west alley south of West 65th Place, from South Spaulding Avenue to South Kedzie Avenue -- easterly;
BURRELL (29th Ward)	First east alley north of West Augusta Boulevard, between North Mayfield Avenue and North Mason Avenue -- westerly;
DOHERTY (41st Ward)	North Nordica Avenue, from West Higgins Avenue to West Foster Avenue -- southerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF NORTH NORMANDY AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 15, 1995 (Council Journal Journal of Proceedings, page 67597) which restricted the movement of vehicular traffic to a single direction on portions of specified public ways by striking the words: "North Normandy Avenue, from West Belden Avenue to the first alley south of West Grand Avenue" and inserting in lieu thereof: "North Normandy Avenue, from West Belden Avenue to West Grand Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF NORTH ROCKWELL STREET.

Alderman Granato (1st Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "North Rockwell Street, between West Chicago Avenue and West Iowa Street -- northerly" and inserting in lieu thereof: "North Rockwell Street, between West Rice Street and West Iowa Street -- northerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST WARNER AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "West Warner Avenue, in the 2200 block, from North Damen Avenue to North Lincoln Avenue -- westerly" and inserting in lieu thereof: "West Warner Avenue, in the 2200 block, from North Lincoln Avenue to North Damen Avenue -- easterly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF NORTH WELLS STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to repeal a previously passed ordinance which established one-way traffic on North Wells Street, between West Erie Street and West Wacker Drive, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF PARKING METERS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of parking meters at specified locations, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location
HUELS (11th Ward)	South Halsted Street (both sides) from South Archer Avenue to the Adlai E. Stevenson Expressway underpass -- one hour limit;
NATARUS (42nd Ward)	East South Water Street (both sides) between North New Street and North Michigan Avenue -- twenty-five cents for each thirty minute period -- two hour limit -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING METER AREA ON PORTION OF NORTH CLARK STREET.

Alderman O'Connor (40th Ward) presented a proposed ordinance to amend a previously passed ordinance which established parking meter areas on portions of specified public ways by striking the words: "North Clark Street (both sides) between 6150 and 6350 -- expiring at 10:00 P.M." and inserting in lieu thereof: "North Clark Street (both sides) between 6150 and 6350 -- expiring at 6:00 P.M.", which was *Referred to the Committee on Traffic Control and Safety,* as follows.

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
BURKE (14th Ward)	West 51st Street, at 3441 -- 3445 -- two hour limit -- 8:00 A.M. to 8:00 P.M. -- no exceptions;
BURNETT (27th Ward)	North Racine Avenue, at 460, 462, 464, 466 and 468 -- two hour limit -- 10:00 A.M. to 12:00 Midnight -- Monday through Saturday;
SUAREZ (31st Ward)	West Wrightwood Avenue (north side) from North Cicero Avenue to the first alley west thereof -- one hour limit -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
LEVAR (45th Ward)	North Cicero Avenue, at West Grace Street, in front of the City of Chicago parking lot -- two hour limit -- 9:00 A.M. to 6:00 P.M. -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING LIMITATION DURING SPECIFIED HOURS ON PORTION OF WEST JACKSON BOULEVARD.

Alderman Burnett (27th Ward) presented a proposed ordinance to amend a previously passed ordinance which limited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West

Jackson Boulevard (north side) in the 1600 block -- no parking any time", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING LIMITATION DURING SPECIFIED HOURS ON PORTION OF NORTH CICERO AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to repeal a previously passed ordinance which established a two hour parking limit for vehicles in front of the City of Chicago parking lot on North Cicero Avenue, at West Grace Street, during the hours of 9:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
GRANATO (1st Ward)	North Ashland Avenue, at 939 (except for handicapped);
	West Evergreen Avenue, at 1951 (except for handicapped);
	West Huron Street, at 1825 (except for handicapped);
	North Rockwell Street, at 1221 (except for handicapped);

Alderman	Location And Distance
	North Wood Street, at 863 (except for handicapped);
PRECKWINKLE (4th Ward)	South Hyde Park Boulevard (west side) from a point 200 feet south of East Hyde Park Boulevard, to a point 100 feet south thereof (tow-away zone);
STEELE (6th Ward)	South Indiana Avenue, at 7347 (except for handicapped);
	South Michigan Avenue, at 7344 (except for handicapped);
	South Prairie Avenue, at 7244 (except for handicapped);
	South St. Lawrence Avenue, at 7729 (except for handicapped);
	South Vernon Avenue, at 7530 (except for handicapped);
	East 90th Place, at 735 (except for handicapped);
	East 91st Street, at 401 (except for handicapped);
BEAVERS (7th Ward)	South Brandon Avenue, at 8126 (except for handicapped);
	South Exchange Avenue, at 8503 (except for handicapped);
	South Kingston Avenue, at 7831 (except for handicapped);
	South Marquette Avenue, at 8628 (except for handicapped);

Alderman	Location And Distance
	South Saginaw Avenue, at 8613 (except for handicapped);
DIXON (8th Ward)	South Avalon Avenue, at 8128 (except for handicapped);
	South Avalon Avenue, at 8153 (except for handicapped);
	South Constance Avenue, at 7731 (except for handicapped);
	South Constance Avenue, at 8748 (except for handicapped);
	South Cornell Avenue, at 7755 (except for handicapped);
	South Dante Avenue, at 7942 (except for handicapped);
	South Dorchester Avenue, at 8121 (except for handicapped);
	South Euclid Avenue, at 8642 (except for handicapped);
	South Euclid Avenue, at 9011 (except for handicapped);
	South Ingleside Avenue, at 9843 (except for handicapped);
	South Kimbark Avenue, at 8108 (except for handicapped);
	South Luella Avenue, at 8323 (except for handicapped);
	South Luella Avenue, at 8441 (except for handicapped);
	South Maryland Avenue, at 8305 (except for handicapped);

Alderman	Location And Distance
	South Paxton Avenue, at 7637 (except for handicapped);
SHAW (9th Ward)	South Lafayette Avenue, at 11930 (except for handicapped);
	South Prairie Avenue, at 10736 (except for handicapped);
	South Princeton Avenue, at 10215 (except for handicapped);
	East 107th Street, at 541 (except for handicapped);
BUCHANAN (10th Ward)	South Avenue E, at 10640 (except for handicapped);
	South Avenue G, at 10350 (except for handicapped);
	South Avenue G, at 10352 (except for handicapped);
	South Avenue J, at 10631 (except for handicapped);
	South Avenue M, at 10532 (except for handicapped);
	South Avenue N, at 10439 (except for handicapped);
	South Buffalo Avenue, at 10937 (except for handicapped);
	South Calhoun Avenue, at 10138 (except for handicapped);
	South Carondolet Avenue, at 13224 (except for handicapped);

Alderman	Location And Distance
	South Manistee Avenue, at 9525 (except for handicapped);
	East 96th Street, at 2907 (except for handicapped);
HUELS (11th Ward)	South Hoyne Avenue, at 3552 (except for handicapped);
	South Parnell Avenue, at 3756 (except for handicapped);
	South Wallace Street, at 3812 (except for handicapped);
FRIAS (12th Ward)	South Oakley Avenue (east side) in the 4800 block;
	South Western Avenue, at 3944 (except for handicapped);
	West 25th Street, at 2608 (except for handicapped);
OLIVO (13th Ward)	South Keeler Avenue, at 5938 (except for handicapped);
	South Knox Avenue, at 6210 (except for handicapped);
	South Kolin Avenue, at 6052 (except for handicapped);
	South Kolin Avenue, at 6127 (except for handicapped);
	West Pippin Street, at 3733 (except for handicapped);
	South Ridgeway Avenue, at 7216 (except for handicapped);

Alderman	Location And Distance
BURKE (14th Ward)	South Artesian Avenue, at 5325 (except for handicapped);
	South Francisco Avenue, at 5633 (except for handicapped);
	South Mozart Street, at 5316 (except for handicapped);
	South Mozart Street, at 5624 (except for handicapped);
	South Mozart Street, at 6217 (except for handicapped);
	South Richmond Street, at 4435 (except for handicapped);
	South Richmond Street, at 5127 (except for handicapped);
	South Spaulding Avenue, at 5619 (except for handicapped);
	South Troy Street, at 5805 (except for handicapped);
	South Trumbull Avenue, at 5136 (except for handicapped);
	West 41st Place, at 3046 (except for handicapped);
	West 50th Street, at 2230 (except for handicapped);
	West 53rd Street, at 3437 (except for handicapped);
	West 64th Place, at 3208 -- 3210 (except for handicapped);
JONES (15th Ward)	South Artesian Avenue, at 6350 (except for handicapped);

Alderman	Location And Distance
	South Hoyne Avenue, at 7303 (except for handicapped);
	South Marshfield Avenue, at 5948 (except for handicapped);
	South Seeley Avenue, at 7242 (except for handicapped);
	South Washtenaw Avenue, at 6245 (except for handicapped);
	South Winchester Avenue, at 6516 (except for handicapped);
COLEMAN (16th Ward)	South Morgan Street, at 5738 (except for handicapped);
	South Seeley Avenue, at 5427 (except for handicapped);
	West 49th Place, at 2129 (except for handicapped);
STREETER (17th Ward)	South Emerald Avenue, at 8028 (except for handicapped);
	South Harvard Avenue, at 8006 (except for handicapped);
	South Justine Street, at 6735 (except for handicapped);
	South Marshfield Avenue, at 7821 (except for handicapped);
	South Peoria Street, at 7801 (except for handicapped);
	South Stewart Avenue, at 7340 (except for handicapped);

Alderman	Location And Distance
	South Stewart Avenue, at 7352 (except for handicapped);
	South Union Avenue, at 7350 (except for handicapped);
MURPHY (18th Ward)	South Beverly Avenue, at 10816 (except for handicapped);
	South Elizabeth Street, at 8930 (except for handicapped);
	South Francisco Avenue, at 8139 (except for handicapped);
	South Laflin Street, at 9139 (except for handicapped);
	South Laflin Street, at 11205 (except for handicapped);
	South Racine Avenue, at 11305 (except for handicapped);
	South Wallace Street, at 8507 (except for handicapped);
	South Winchester Avenue, at 7606 (except for handicapped);
	West 86th Place, at 865 (except for handicapped);
	West 90th Place, at 322 (except for handicapped);
	West 92nd Place, at 1045 (except for handicapped);
	West 92nd Place, at 1048 (except for handicapped);
	West 111th Place, at 1155 (except for handicapped);

Alderman	Location And Distance
	West 114th Place, at 1423 (except for handicapped);
MUNOZ (22nd Ward)	South Avers Avenue, at 2417 (except for handicapped);
	South Hamlin Avenue, at 2247 (except for handicapped);
	South Kildare Avenue, at 2241 (except for handicapped);
	South Lawler Avenue, at 4507 (except for handicapped);
	South Ridgeway Avenue, at 2304 (except for handicapped);
CHANDLER (24th Ward)	South Drake Avenue, at 2102 (except for handicapped);
	West Grenshaw Street, at 4111 (except for handicapped);
	South Karlov Avenue, at 1233 (except for handicapped);
	South Ridgeway Avenue, at 1912 (except for handicapped);
	South Troy Street, at 1815 (except for handicapped);
	West 15th Place, at 3146 (except for handicapped);
MEDRANO (25th Ward)	South Laflin Street, at 1837 (except for handicapped);
	South Leavitt Street, at 2244 (except for handicapped);

Alderman	Location And Distance
	South May Street, at 1900 (except for handicapped);
BURNETT (27th Ward)	South Peoria Street, at 254, 256, 258 and 260 (except for handicapped);
	North Trumbull Avenue, at 1014 (except for handicapped);
BURRELL (29th Ward)	West Bloomingdale Avenue, at 5554 (except for handicapped);
	North Luna Avenue, at 1800 (except for handicapped);
	North Marmora Avenue, at 2309 (except for handicapped);
	North Menard Avenue, at 1412 (except for handicapped);
	North Menard Avenue, at 1539 (except for handicapped);
	South Parkside Avenue, at 117 (except for handicapped);
	West Van Buren, at 5238 (except for handicapped);
WOJCIK (30th Ward)	North Avers Avenue, at 2826 (except for handicapped);
	West Drummond Place, at 5016 (except for handicapped);
SUAREZ (31st Ward)	North Kedvale Avenue, at 2107 (except for handicapped);
	North Kilbourn Avenue, at 3042 (except for handicapped);

Alderman	Location And Distance
	North Kostner Avenue, at 2336 (except for handicapped);
	North LaCrosse Avenue, at 2041 (except for handicapped);
	North Lavergne Avenue, at 2110 (except for handicapped);
	West Schubert Avenue, at 4550 (except for handicapped);
GRANATO for *GABINSKI* (32nd Ward)	West Barry Avenue, at 1215 (except for handicapped);
	West Caton Street, at 2155 (except for handicapped);
MELL (33rd Ward)	North Bernard Street, at 4245 (except for handicapped);
	North Kimball Avenue, at 3638 (except for handicapped);
	North St. Louis Avenue, at 3845 (except for handicapped);
	West Sunnyside Avenue, at 3552 (except for handicapped);
AUSTIN (34th Ward)	South Eggleston Avenue, at 11913 (except for handicapped);
	South Emerald Avenue, at 10627 (except for handicapped);
	South Emerald Avenue, at 12846 (except for handicapped);
	South Princeton Avenue, at 12033 (except for handicapped);

Alderman	Location And Distance
	South Sangamon Street, at 9915 (except for handicapped);
	West 103rd Place, at 36 (except for handicapped);
	West 107th Place, at 309 (except for handicapped);
	West 115th Street, at 1142 (except for handicapped);
COLOM (35th Ward)	North Ridgeway Avenue, at 2526 (except for handicapped);
BANKS (36th Ward)	North Neenah Avenue, at 2834 (except for handicapped);
	North Nordica Avenue, at 3649 (except for handicapped);
	North Odell Avenue, at 3708 (except for handicapped);
GILES (37th Ward)	West Crystal Street, at 5155 (except for handicapped);
	West Iowa Street, at 5514 (except for handicapped);
	North Kedvale Avenue, at 1054 (except for handicapped);
	North Lavergne Avenue, at 414 (except for handicapped);
	North Leclaire Avenue, at 1040 (except for handicapped);
	North Lockwood Avenue, at 156 (except for handicapped);

Alderman	Location And Distance
	North Long Avenue, at 129 (except for handicapped);
	North Luna Avenue, at 1629 (except for handicapped);
	West Potomac Avenue, at 4241 (except for handicapped);
ALLEN (38th Ward)	West Berenice Avenue, at 4830 (except for handicapped);
	North Kostner Avenue, at 3449 (except for handicapped);
LAURINO (39th Ward)	West Ainslie Street, at 3817 (except for handicapped);
	North Avers Avenue, at 4857 (except for handicapped);
O'CONNOR (40th Ward)	North Greenview Avenue, at 6540 (except for handicapped);
	West Summerdale Avenue, at 2954 (except for handicapped);
DOHERTY (41st Ward)	West Imlay Street (north side) from North Nashville Avenue to a point 150 feet east thereof (tow-away zone);
	North Oketo Avenue, at 6623 (except for handicapped);
NATARUS (42nd Ward)	South Carpenter Street, at 907 (except for handicapped);
	South Carpenter Street, at 915 (except for handicapped);

Alderman	Location And Distance
	West Goethe Street, between North State Parkway and the first alley west of North State Parkway -- at all times -- daily (bus stop -- fifteen minute standing zone -- unattended buses must have lights flashing -- tow-away zone after fifteen minutes);
	East Grand Avenue, between North Streeter Drive and North Lake Shore Drive -- at all times -- daily (no parking/no standing/no stopping);
HANSEN for *BERNARDINI* (43rd Ward)	North Bissell Street, at 1938 (except for handicapped);
	North Bissell Street, at 1940 (except for handicapped);
	North Dayton Street, at 1726 (except for handicapped);
HANSEN (44th Ward)	North Racine Avenue, at 3035 (except for handicapped);
LEVAR (45th Ward)	North Meade Avenue, at 4835 (except for handicapped);
SHILLER (46th Ward)	West Gordon Terrace, at 652 (except for handicapped);
	North Lake Shore Drive, at 3750, for a distance of 25 feet (except for handicapped);
	West Lawrence Avenue, at 1020, for a distance of 25 feet (except for handicapped);

Alderman	Location And Distance
	North Marine Drive, at 4250, for a distance of 25 feet (except for handicapped);
	North Pine Grove Avenue, at 3949, for a distance of 25 feet (except for handicapped);
SCHULTER (47th Ward)	West Grace Street, at 2051 (except for handicapped);
	West Belle Plaine Avenue, at 2106 (except for handicapped);
M. SMITH (48th Ward)	North Kenmore Avenue, at 5633 (except for handicapped);
	West Norwood Street, at 1529 (except for handicapped);
MOORE (49th Ward)	North Eastlake Terrace, at 7648 (except for handicapped);
	West Estes Avenue, at 1349 (except for handicapped);
	West Fargo Avenue, at 1542 (except for handicapped);
	West Farwell Avenue, at 1421 (except for handicapped);
	West Juneway Terrace, at 1718 (except for handicapped);
	North Seeley Avenue, at 7501 (except for Handicapped Placard C12337);
	North Seeley Avenue, at 7501 (except for Handicapped Placard C1233b);

Alderman	Location And Distance
	West Sherwin Avenue, at 1205 (except for handicapped);
STONE (50th Ward)	North Artesian Avenue, at 6451 (except for handicapped);
	North Claremont Avenue, at 6460 (except for handicapped);
	North Fairfield Avenue, at 6127 (except for handicapped);
	West Fitch Avenue, at 2708 (except for handicapped);
	West Jarvis Avenue, at 2446 (except for handicapped);
	West Jarvis Avenue, at 2851 (except for handicapped);
	North Kimball Avenue, at 6048 (except for handicapped);
	North Seeley Avenue, at 6443 (except for handicapped);
	North Seeley Avenue, at 6719 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6318 SOUTH ALBANY 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 Albany Avenue, at 6318 (Handicapped Parking Permit 8601)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6432 SOUTH ARTESIAN AVENUE.

Alderman Jones (15th 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 Artesian Avenue, at 6432 (Handicapped Parking Permit 121)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4832 NORTH BELL AVENUE.

Alderman Schulter (47th 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 Bell Avenue, at 4832 (Handicapped Parking Permit 5797)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6317 NORTH BELL AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Bell Avenue, at 6317 (Handicapped Parking Permit 6942)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5145 WEST BERENICE 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 Berenice Avenue, at 5145 (Handicapped Parking Permit 10203)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES ON PORTION OF WEST BRIAR PLACE.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 15, 1965 (Council Journal of Proceedings, page 5158) which prohibited the parking of vehicles at all times on portions of designated streets by striking the words: "West Briar Place (south side) from a point 340 feet west of North Sheridan Road, to a point 25 feet west thereof -- no parking -- at all times", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8912 SOUTH BURLEY 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 Burley Avenue, at 8912 (Handicapped Parking Permit 8064)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3332 SOUTH CARPENTER STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Carpenter Street, at 3332 (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 1539 SOUTH DRAKE AVENUE.

Alderman Chandler (24th 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 Drake Avenue, at 1539 (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 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 Parking Permit 10025)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1822 WEST FLETCHER STREET.

Alderman Mell (33rd 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 Fletcher Street, at 1822 (Handicapped Parking Permit 6569)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3027 WEST FLOURNOY STREET.

Alderman Chandler (24th 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 Flournoy Street, at 3027 (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 3438 NORTH GREENVIEW AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Greenview Avenue, at 3438 (Handicapped Parking Permit 5706)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 816 NORTH HARDING AVENUE.

Alderman Burnett (27th 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 Harding Avenue, at 816 (Handicapped Parking Permit 7896)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7951 SOUTH HARVARD AVENUE.

Alderman Streeter (17th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Harvard Avenue, at 7951 (Handicapped Parking Permit 8484)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 823 NORTH HERMITAGE AVENUE.

Alderman Granato (1st 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 Hermitage Avenue, at 823 (Handicapped Parking Permit 6673)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2145 WEST HOMER STREET.

Alderman Granato for 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 Homer Street, at 2145 (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 5918 SOUTH KENNETH AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on July 13, 1988 which prohibited the parking of vehicles at all times on portions of designated streets by striking the words: "South Kenneth Avenue, at 5918 (Handicapped Parking Permit 3487)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5940 SOUTH KENNETH AVENUE.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on September 12, 1990 which prohibited the parking of vehicles at all times on portions of designated streets by striking the words: "South Kenneth Avenue, at 5940 (Handicapped Parking Permit 5091)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 12026 SOUTH LAFAYETTE AVENUE.

Alderman Shaw (9th 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 Lafayette Avenue, at 12026 (Handicapped Parking Permit 980)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 511 NORTH LOCKWOOD AVENUE.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lockwood Avenue, at 511 (Handicapped Parking Permit 3355)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2539 SOUTH LOWE 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 Lowe Avenue, at 2539 (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 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 2604 NORTH MAGNOLIA AVENUE.

Alderman Granato for 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: "North Magnolia Avenue, at 2604 (Handicapped Parking Permit 8557)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6415 NORTH MAPLEWOOD AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Maplewood Avenue, at 6415 (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 6433 NORTH MAPLEWOOD AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Maplewood Avenue, at 6433 (Handicapped Parking Permit 1517)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3842 NORTH NOTTINGHAM 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 Nottingham Avenue, at 3842 (Handicapped Parking Permit 9865)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3819 NORTH OKETO 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: "North Oketo Avenue, at 3819 (Handicapped Parking Permit 8550)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3247 NORTH OPAL AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 21, 1994 (Council Journal of Proceedings, page 64075) which prohibited the parking of vehicles at all times on portions of designated streets, by striking the words: "North Opal Avenue, at 3247 (Handicapped Parking Permit 10033)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4535 NORTH ROCKWELL STREET.

Alderman Schulter (47th 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 Rockwell Street, at 4535 (Handicapped Parking Permit 3654)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3626 NORTH TRIPP 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: "North Tripp Avenue, at 3626 (Handicapped Parking Permit 1901)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6968 NORTH WOLCOTT AVENUE. (Permit 7080)

Alderman Moore (49th 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 Wolcott Avenue, at 6968 (Handicapped Parking Permit 7080)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6968 NORTH WOLCOTT AVENUE.
(Permit 7083)

Alderman Moore (49th 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 Wolcott Avenue, at 6968 (Handicapped Parking Permit 7083)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 10219 SOUTH YALE AVENUE.

Alderman Shaw (9th 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 Yale Avenue, at 10219 (Handicapped Parking Permit 1146)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1912 WEST 17TH STREET.

Alderman Medrano (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 17th Street, at 1912 (Handicapped Parking Permit 6273)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 444 WEST 42ND PLACE.

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: "444 West 42nd Place (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 2748 WEST 43RD STREET.

Alderman Frias (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 43rd Street, at 2748 (Handicapped Parking Permit 7679)", 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 3922 WEST 65TH STREET.

Alderman Olivo (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on March 25, 1986, which prohibited the parking of vehicles at all times on portions of designated streets, by striking the words: "West 65th Street, at 3922 (Handicapped Parking Permit 1331)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 2116 WEST 67TH PLACE.

Alderman Jones (15th 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 67th Place, at 2116 (Handicapped Parking Permit 1464)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING PROHIBITION AT ALL TIMES AT 3011 SOUTH KOLIN AVENUE.

Alderman Munoz (22nd Ward) presented a proposed ordinance to cause the removal of a parking prohibition in effect at all times at 3011 South Kolin Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT 30 EAST BENTON PLACE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "East Benton Place, at 30 -- no parking zone" and inserting in lieu thereof: "East Benton Place, at 30 -- loading zone/tow-away zone", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION ON PORTION OF EAST DELAWARE PLACE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "East Delaware Place, at 200 to Mies Van Der Rohe Way -- no parking" and inserting in lieu thereof: "East Delaware Place, at 200 to Mies Van Der Rohe Way -- fifteen minute standing zone -- unattended vehicles must have lights flashing -- after fifteen minutes tow-away zone", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT 6113 WEST SCHOOL STREET.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "West School Street, at 6113 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION ON PORTION OF WEST 107TH STREET.

Alderman Rugai (19th Ward) presented a proposed order to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "West 107th Street (north side) from the alley west of South Wood Street, to a point 20 feet east of South Hale Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION TO 3624 NORTH OCTAVIA AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to relocate a parking prohibition, in effect at all times, from its current location at 6113 West School Street to a new location at 3624 North Octavia Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION TO 1237 WEST OHIO STREET.

Alderman Granato (1st Ward) presented a proposed ordinance to relocate a parking prohibition, in effect at all times, from its current location at 1308 West Ohio Street to a new location at 1237 West Ohio Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION TO 12646 SOUTH STEWART AVENUE.

Alderman Shaw (9th Ward) presented a proposed ordinance to relocate a parking prohibition, in effect at all times, from its current location at 815 West Agatite Avenue to a new location at 12646 South Stewart Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS ON PORTION OF WEST LYNDALE STREET.

Alderman Colom (35th Ward) presented a proposed ordinance to prohibit the parking of vehicles on West Lyndale Street, from a point 20 feet west of North California Avenue to North California Avenue, from 7:00 A.M. to 5:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
STEELE (6th Ward)	South Calumet Avenue (both sides) in the 9600, 9700 and 9800 blocks -- at all times -- Monday through Saturday;
	South Eberhart Avenue (east side) from the first alley south of East 79th Street to East 80th Street -- Monday through Saturday;
	South Dr. Martin Luther King, Jr. Drive, in the 9800 block -- at all times -- Monday through Saturday;
	East 97th Street (both sides) from South Dr. Martin Luther King, Jr. Drive to South Calumet Avenue -- at all times -- Monday through Saturday;

Alderman	Location, Distance And Time
	East 98th Street (both sides) from South Dr. Martin Luther King, Jr. Drive to South Calumet Avenue -- at all times -- Monday through Saturday;
BURKE (14th Ward)	South Campbell Avenue (both sides) in the 4900 and 5000 blocks -- at all times;
MURPHY (18th Ward)	West 83rd Place (north side) in the 3500 block -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (Zone 266);
WOJCIK (30th Ward)	North Central Park Avenue (west side) in the 2800 block -- at all times;
	North Kilbourn Avenue (both sides) in the 3200 block -- at all times;
	North Luna Avenue (both sides) in the 2800 block -- at all times;
	West Roscoe Street (both sides) in the 4700 block, between North Keating Avenue and the first alley west thereof -- at all times;
GRANATO for *GABINSKI* (32nd Ward)	North Wolcott Avenue (both sides) in the 1600 block -- at all times;
MELL (33rd Ward)	North Troy Street (both sides) in the 3800 block -- at all times;
COLOM (35th Ward)	West Henry Court (both sides) in the 2700 block -- at all times;

Alderman	Location, Distance And Time
BANKS (36th Ward)	North Mobile Avenue (both sides) in the 1800 block -- at all times;
	North Mulligan Avenue (east side) in the 2900 block -- at all times;
NATARUS (42nd Ward)	West Superior Street, at 122 -- 130, from the alley to North LaSalle Street -- at all times;
HANSEN for *BERNARDINI* (43rd Ward)	West Altgeld Street (both sides) in the 800 block -- 6:00 P.M. to 2:00 A.M. -- at all times;
	West Altgeld Street, (both sides) in the 900 block -- 6:00 P.M. to 2:00 A.M. -- at all times;
	West Belden Avenue (both sides) in the 300 block -- 6:00 P.M. to 6:00 A.M. -- at all times (Zone 143);
	North Clark Street, at 1730;
	North Dayton Street (both sides) in the 2600 block -- 6:00 P.M. to 2:00 A.M. -- at all times (Zone 143);
	North Dayton Street (both sides) in the 2700 block -- 6:00 P.M. to 9:00 A.M. -- at all times;
	North Howe Street (both sides) in the 1900 block -- 6:00 P.M. to 12:00 Midnight -- daily (Zone 143);
	North Kenmore Avenue (both sides) in the 2700 block -- 6:00 P.M. to 12:00 Midnight -- at all times (Zone 143);

Alderman	Location, Distance And Time
	West Lill Avenue (both sides) in the 800 block -- 6:00 P.M. to 2:00 A.M. -- at all times (Zone 143);
	North Mildred Avenue (both sides) in the 2600 block -- 6:00 P.M. to 2:00 A.M. -- at all times (Zone 143);
	North Mildred Avenue (both sides) in the 2700 block -- 6:00 P.M. to 9:00 A.M. -- at all times (Zone 143);
	West Montana Street (both sides) in the 1100 block -- 6:00 P.M. to 9:00 A.M. -- at all times (Zone 143);
	North Racine Avenue (east side) in the 2500 block -- 6:00 P.M. to 12:00 Midnight -- at all times (Zone 143);
	West Schubert Avenue (both sides) in the 800 and 900 blocks -- 6:00 P.M. to 9:00 A.M. -- at all times;
	North Seminary Avenue (both sides) in the 2500 block -- 6:00 P.M. to 12:00 Midnight -- at all times;
	North Seminary Avenue (both sides) in the 2700 block -- 6:00 P.M. to 12:00 Midnight -- at all times;
	North Sheffield Avenue (west side) in the 2500 block -- 6:00 P.M. to 12:00 Midnight -- at all times (Zone 143);
	North Wilton Avenue (both sides) in the 2600 block -- 6:00 P.M. to 2:00 A.M. -- at all times (Zone 143);

Alderman	Location, Distance And Time
	North Wilton Avenue (both sides) in the 2700 block -- 6:00 P.M. to 9:00 A.M. -- at all times;
	West Wrightwood Avenue (both sides) in the 800 block -- 6:00 P.M. to 2:00 A.M. -- at all times (Zone 143).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF SOUTH ARTESIAN AVENUE.

Alderman Jones (15th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on June 17, 1992 (Council Journal of Proceedings, page 17796) which established residential permit parking zones on portions of specified public ways by striking the words: "South Artesian Avenue (both sides) from West 64th Street to the first alley south of West 63rd Street -- at all times (Zone 52)", 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 EDDY STREET.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on specified public ways by striking the words: "West Eddy Street (both sides) in the 5600 block (Zone 10)" and inserting in lieu thereof: "West Eddy Street (south side) in the 5600 block (Zone 10)", 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 LAWLER AVENUE.

Alderman Giles (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on specified public ways by striking the words: "North Lawler Avenue, in the 1500 block -- 6:00 P.M. to 12:00 Midnight -- daily (Zone 51)" and inserting in lieu thereof: "North Lawler Avenue, in the 1500 block -- no parking -- at all times (Zone 51)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF SOUTH LEAVITT STREET.

Alderman Medrano (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking on portions of specified public ways by striking the words: "South Leavitt Street, in the 800 and 900 blocks (Zone 80)" and inserting in lieu thereof: "South Leavitt Street, in the 800 and 900 blocks", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR REINSTATEMENT OF RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST 109TH STREET.

Alderman Rugai (19th Ward) presented a proposed order to authorize the Commissioner of Transportation to give consideration to the reinstatement of a residential permit parking zone on West 109th Street, from the alley (2410 West 109th Street) and extending west to the corner of West 109th Street and South Campbell Avenue, for a distance of one and one-half blocks, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR EXTENSION OF NORTHERN BOUNDARY OF RESIDENTIAL PERMIT PARKING ZONE 132.

Alderman Mell (33rd Ward) presented a proposed order to authorize the Commissioner of Transportation to consider extending the northern boundary of Residential Permit Parking Zone 132 to West Lawrence Avenue, to be in effect from 9:00 A.M. to 11:00 A.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR EXTENSION OF BOUNDARIES OF RESIDENTIAL PERMIT PARKING ZONE 261 ON PORTION OF WEST SCHILLER STREET.

Alderman Burnett (27th Ward) presented a proposed order to authorize the Commissioner of Transportation to consider extending the boundaries of Residential Permit Parking Zone 261 to include the south side of West Schiller Street, from North Wells Street to North LaSalle Street, from 5:00 P.M. to 4:00 A.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF STANDING ZONES ON PORTION OF WEST IRVING PARK ROAD.

Alderman Shiller (46th Ward) presented a proposed ordinance to establish a standing zone on portion of West Irving Park Road, from a point 250 feet west of North Marine Drive, to a point 300 feet west thereof, from 6:30 A.M. to 4:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED NO STOPPING, NO STANDING, NO PARKING ZONE ON PORTION OF WEST CHICAGO AVENUE.

Alderman Natarus (42nd Ward) presented a proposed ordinance to repeal a previously passed ordinance which established a No Stopping, No Standing, No Parking Zone on both sides of West Chicago Avenue, between North Franklin Street and North Wells Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to limit the speed of vehicles on portions of specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Street, Limit And Speed
JONES (15th Ward)	West 71st Street, from South Ashland Avenue to South Hamilton Avenue -- twenty miles per hour;
MUNOZ (22nd Ward)	South Springfield Avenue, from 2200 south to 2300 south -- fifteen miles per hour;
O'CONNOR (40th Ward)	West Glenlake Avenue, from North Broadway to North Ashland Avenue -- twenty-five miles per hour;
	West Hood Avenue, from North Broadway to North Ashland Avenue -- twenty-five miles per hour;

Alderman	Street, Limit And Speed
	West Norwood Avenue, from North Broadway to North Ashland Avenue -- twenty-five miles per hour.

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
BUCHANAN (10th Ward)	East 89th Street (both sides) between South Exchange Avenue and South Houston Avenue;
	East 90th Street (both sides) between South Exchange Avenue and South Houston Avenue;
BURNETT (27th Ward)	West Hubbard Street, at 1381 (parking to be on west side of North Noble Street);
WOJCIK (30th Ward)	West School Street (both sides) from North Pulaski Road to the first alley east thereof.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
BURNETT (27th Ward)	West Ohio Street, in the 600 and 700 blocks -- at all times -- daily;
SUAREZ (31st Ward)	West Altgeld Street (south side) from a point 20 feet west of North Cicero Avenue, to the first alley west thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (one hour limit);
	West Homer Street (south side) from a point 60 feet west of North Kilbourn Avenue, to a point 200 feet west thereof -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday;
	West Homer Street (north side) from a point 60 feet west of North Kilbourn Avenue, to a point 65 feet west thereof -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday;
	North Kilbourn Avenue (east side) from a point 300 feet north of West Cortland Street, to a point 80 feet north thereof -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday;
	North Kilpatrick Avenue, from West Fullerton Avenue to the first alley north thereof -- 8:00 P.M. to 6:00 A.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
NATARUS (42nd Ward)	South LaSalle Street (east side) in the 500 block -- at all times -- daily (except for federal police vehicles displaying parking permits);
	In alley behind North LaSalle Street, from 746 to 770 -- at all times -- daily;
	East Ontario Street (north side) from North Lake Shore Drive to North McClurg Court -- 7:00 A.M. to 9:30 A.M. and 4:00 P.M. to 6:00 P.M. -- daily.

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of automatic traffic control signals at specified locations, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location
DIXON (8th Ward)	South Avalon Avenue and East 83rd Street;
ALLEN (38th Ward)	West Grace Street and North Laramie Avenue.

Referred -- CONSIDERATION FOR INSTALLATION OF "LEFT TURN ARROW" SIGNAL ON PORTION OF NORTH COLUMBUS DRIVE.

Alderman Natarus (42nd Ward) presented a proposed ordinance directing the Commissioner of Transportation to give consideration to the installation of a "Left Turn Arrow" signal, to be in effect at all times, on North Columbus Drive, at East Illinois Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED RUSH HOUR CONTROLS ON PORTION OF WEST LAWRENCE AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to repeal a previously passed ordinance which established rush hour controls in effect from 7:00 A.M. to 9:00 A.M. on the south side of West Lawrence Avenue, from North Sheridan Road to North Clark Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED RUSH HOUR CONTROLS ON PORTION OF WEST LAWRENCE AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to repeal a previously passed ordinance which established rush hour controls in effect from 4:00 P.M. to 6:00 P.M. on the north side of West Lawrence Avenue, from North Sheridan Road to North Clark Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Type Of Sign
STEELE (6th Ward)	South Forest Avenue, at East 97th Street -- "Stop";
	East 80th Street, at South Michigan Avenue -- "Stop";
DIXON (8th Ward)	East 80th Street and South Paxton Avenue -- "Two-Way Stop";
SHAW (9th Ward)	South State Street, at West 117th Street --"Two-Way Stop";
	South Wentworth Avenue, at West 100th Street -- "Two-Way Stop";
	East 102nd Street and South Yale Avenue -- "Four -Way Stop";
	East 103rd Street, at South Eberhart Avenue -- "Two-Way Stop";
HUELS (11th Ward)	West 35th Street, at South Paulina Street -- "Stop";
OLIVO (13th Ward)	South Lawler Avenue, at West 63rd Street -- "Stop";
	South Lawler Avenue, at West 64th Street -- "Stop";
	West 64th Street, at South Springfield Avenue -- "Stop";
JONES (15th Ward)	West 56th Street and South Winchester Avenue -- "Two-Way Stop";

Alderman	Location And Type Of Sign
	West 66th Street and South Winchester Avenue -- "Two-Way Stop";
	West 67th Street and South Honore Street -- "Stop";
STREETER (17th Ward)	West 71st Street, at South Bishop Street -- "Stop";
MURPHY (18th Ward)	South Justine Street, at West 86th Street -- "Stop";
	South Kolin Avenue, at West 86th Street -- "Stop";
	South Kostner Avenue, at West 86th Street -- "Stop";
RUGAI (19th Ward)	South Leavitt Street, from a point 30 feet north of West 95th Street, to a point 55 feet north thereof -- "Thirty Minute Parking";
	South St. Louis Avenue and West 105th Place -- "Two-Way Stop";
	South Vincennes Avenue, in the 11800 block -- "Residential Parking Only -- 8:00 A.M. To 10:00 A.M. -- Monday Through Friday";
	South Western Avenue, from West 99th Street to West 100th Street -- "One Hour Parking";
	South Western Avenue, at 9735 and 9745 -- "Two Hour Parking -- 8:00 A.M. To 6:00 P.M. -- Monday Through Saturday";

Alderman	Location And Type Of Sign
	West 100th Street (north side) from South Western Avenue to the first alley east thereof -- "No Parking/Tow-Away Zone";
	West 110th Place, between South Oakley Avenue and South Western Avenue -- "No Parking School Days-- 8:00 A.M. To 4:00 P.M.";
CHANDLER (24th Ward)	West Polk Street, at South St. Louis Avenue -- "Two-Way Stop";
BURNETT (27th Ward)	West Carroll Avenue and North Loomis Street -- "Four-Way Stop";
	West Ferdinand Street, from 2004 to 2012 -- "Parallel Parking Prohibited";
	West Huron Street and North Sangamon Street -- "Four-Way Stop";
	West Jackson Boulevard (901) and South Peoria Street -- "Slow -- Children Crossing";
	West Lake Street and North Paulina Street -- "Four-Way Stop";
BURRELL (29th Ward)	West Adams Street and South Laramie Avenue -- "Two-Way Stop";
	South Lockwood Avenue, at West Flournoy Street -- "Stop";
	South Lotus Avenue, at West Flournoy Street -- "Stop";

Alderman	Location And Type Of Sign
	South Menard Avenue, at West Rice Street -- "Stop";
	South Menard Avenue, at West Walton Street -- "Stop";
WOJCIK (30th Ward)	North Knox Avenue, at West Roscoe Street -- "Stop";
SUAREZ (31st Ward)	West Belden Avenue (north side) between North Harding Avenue and North Pulaski Road -- "No Parking -- 7:00 A.M. To 2:00 P.M. -- Monday through Friday";
AUSTIN (34th Ward)	South Laflin Street, at West 118th Street -- "Stop";
COLOM (35th Ward)	West Belden Avenue, at 2817 (on corner of North Milwaukee Avenue and West Belden Avenue) (alley) -- "Do Not Enter";
	West Belden Avenue, in the 2800 and 2900 blocks -- Twenty-Five Miles Per Hour";
	North Fairfield Avenue to North Hamlin Avenue -- "No Drinking/ No Loitering";
BANKS (36th Ward)	West Belmont Avenue, at North Plainfield Avenue -- "Stop";
	West Diversey Avenue, at North Meade Avenue -- "Two-Way Stop";
	North Oak Park Avenue, at West Belden Avenue -- "Stop";

Alderman	Location And Type Of Sign
	West Roscoe Street, at North Sayre Avenue -- "Stop";
LAURINO (39th Ward)	North Bernard Avenue, at West Thorndale Avenue -- "Stop";
	West Hollywood Avenue and North Kostner Avenue -- "Three-Way Stop";
NATARUS (42nd Ward)	East Illinois Street (both sides) between North McClurg Court and North Columbus Drive -- "No Parking At Anytime/Tow-Away Zone";
	West Superior Street, at North Kingsbury Street -- "All-Way Stop";
HANSEN (44th Ward)	West Belmont Avenue, at North Seminary Avenue -- "Stop";
	West Wolfram Street and North Sheffield Avenue -- "Three-Way Stop";
LEVAR (45th Ward)	North Keeler Avenue and North Elston Avenue -- "Stop";
SHILLER (46th Ward)	North Beacon Street (at the alley) in the 4500 block where it intersects with West Sunnyside Avenue -- "No Turn";
	North Magnolia Avenue (at the alley) in the 4500 block where it intersects with West Sunnyside Avenue -- "No Turn";

Alderman	Location And Type Of Sign
SCHULTER (47th Ward)	West Belle Plaine Avenue, at North Ravenswood Avenue -- "Stop";
	North Lincoln Avenue, at 4740 -- "Handicap Access Way";
M. SMITH (48th Ward)	North Kenmore Avenue, from West Bryn Mawr Avenue to the north end of the property line for 1020 West Bryn Mawr Avenue -- "No Parking School Days -- 8:00 A.M. To 4:30 P.M.";
	North Marine Drive, at West Carmen Avenue -- "Stop";
STONE (50th Ward)	West Arthur Avenue, at North Campbell Avenue -- "Stop".

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED ERECTION OF "NO PARKING" SIGNS ON PORTION OF WEST 83RD PLACE.

Alderman Murphy (18th Ward) presented an ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "West 83rd Place (north side) in the 3500 block -- 'No Parking -- 8:00 A.M. To 10:00 A.M. -- Monday Through Friday' signs", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED ERECTION OF "NO PARKING/RUSH HOURS" SIGNS ON PORTION OF WEST 63RD STREET.

Alderman Jones (15th Ward) presented an ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "West 63rd Street, in the 2300 block -- 'No Parking -- 4:00 P.M. To 6:00 P.M. -- Rush Hours -- Monday Through Friday' signs", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF "HANDICAPPED PARKING PERMIT 11000" SIGNS AT 816 WEST AGATITE AVENUE.

Alderman Shiller (46th Ward) presented a proposed ordinance to cause the removal of "Handicapped Parking Permit 11000" signs at 816 West Agatite Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented twenty-four 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 STEELE (6th Ward):

To classify as an R3 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 22-E bounded by:

East 90th Place; South Cottage Grove Avenue; East 91st Street; and the alley next west of and parallel to South Cottage Grove Avenue.

BY ALDERMAN HUELS (11th Ward):

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by:

West 32nd Street; South Union Avenue; the alley next south of and parallel to West 32nd Street, or the line thereof if extended where no alley exists; and South Emerald Avenue.

BY ALDERMAN FRIAS (12th Ward):

To classify as a C2-1 General Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 10-H bounded by:

a line 300 feet south of West 43rd Street; South Ashland Avenue; a line 350 feet south of West 43rd Street; and the alley next west of and parallel to South Ashland Avenue.

BY ALDERMAN RUGAI (19th Ward):

To classify as an R1 Single-Family Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 22-H bounded by:

a line 299.1 feet north of West 90th Street; the alley next east of and parallel to South Western Avenue; a line 141 feet north of West 91st Street; and South Western Avenue.

To classify as an R2 Single-Family Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 22-H bounded by:

a line 141 feet north of West 91st Street; a line 119 feet east of South Western Avenue; West 91st Street; a line 132 feet east of South Western Avenue; a line 413 feet south of West 91st Street; and South Western Avenue.

To classify as a B2-1 Restricted Retail District instead of a B4-2 Restricted Service District the area shown on Map No. 22-H bounded by:

a line 413 feet south of West 91st Street; the alley next east of and parallel to South Western Avenue; West 94th Street; and South Western Avenue.

To classify as a B5-2 General Service District instead of an R2 Single-Family Residence District the area shown on Map No. 22-H bounded by:

a line 219.55 feet south of West 94th Street; South Claremont Avenue; a line 126 feet north of West 95th Street; and a line 132 feet east of and parallel to South Western Avenue.

To classify as a B2-1 Restricted Retail District instead of B4-1 and B4-2 Restricted Service Districts and a B3-1 General Retail District the area shown on Map Nos. 22-H and 24-H bounded by:

a line 126 feet north of West 95th Street; South Leavitt Street; the alley next north of and parallel to West 95th Street; South Hoyne Avenue; the alley next north of and parallel to West 95th Street; South Damen Avenue; a line 86 feet north of West 95th Street; a line 160 feet west of South Pleasant Avenue; a line 36 feet north of West 95th Street; South Pleasant Avenue; a line 86 feet north of West 95th Street; the easterly right-of-way line of the C.R.I. & P. Railway; a line 126 feet north of West 95th Street; South Vanderpoel Avenue; a line 86 feet north of West 95th Street; a line 175 feet east of South Vanderpoel Avenue; the alley next north of and parallel to West 95th Street; South Charles Street; West 95th Street; South Vanderpoel Avenue; the alley next south of and parallel to West 95th Street; South Wood Street; a line 438 feet south of West 95th Street; a line 180.46 feet east of South Longwood Drive; a line 180.71 feet south of West 95th Street; South Longwood Drive; a line 145 feet south of West 95th Street; South Damen Avenue; the alley next south of and parallel to West 95th Street; and South Claremont Avenue.

To classify as an R1 Single-Family Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 24-H bounded by:

West 95th Street; a line 100 feet east of South Charles Street; a line 342 feet south of West 95th Street and perpendicular to South Charles Street; and South Charles Street.

To classify as an R1 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 24-H bounded by:

West 95th Street; South Prospect Avenue; a line 350 feet south of West 95th Street; and South Vanderpoel Avenue.

BY ALDERMAN MEDRANO (25th Ward):

To classify as an R4 General Residence District instead of a C1-1

Restricted Commercial District the area shown on Map No. 4-G bounded by:

a line 354.3 feet south of and parallel to West 19th Street; South Racine Avenue; a line 378.3 feet south of and parallel to West 19th Street; and the public alley next west of and parallel to South Racine Avenue.

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 4-H bounded by:

the public alley next north of and parallel to West Cermak Road; a line 351.5 feet east of and parallel to South Damen Avenue; West Cermak Road; and a line 326.5 feet east of and parallel to South Damen Avenue.

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 4-H bounded by:

the public alley next north of and parallel to West Cermak Road; a line 125 feet east of and parallel to South Hoyne Avenue; West Cermak Road; and a line 100 feet east of and parallel to South Hoyne Avenue.

To classify as an R4 General Residence District instead of a C1-1 Restricted Commercial District the area shown on Map No. 4-H bounded by:

the public alley next south of and parallel to West Cullerton Street; South Hoyne Avenue; West 21st Street; and a line 198.6 feet west of and parallel to South Hoyne Avenue.

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 4-H bounded by:

West 17th Street; South Paulina Street; a line 25 feet south of and parallel to West 17th Street; and a line 96.8 feet west of and parallel to South Paulina Street.

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 4-H bounded by:

West 21st Street; a line 301.2 feet east of and parallel to South Oakley Avenue; the public alley next south of and parallel to West 21st Street; and a line 276.2 feet east of and parallel to South Oakley Avenue.

BY ALDERMAN BURNETT (27th Ward):

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:

a line 184 feet south of and parallel to West Ohio Street; the public alley next east of and parallel to North Claremont Avenue; a line 253.05 feet south of and parallel to West Ohio Street; and North Claremont Avenue.

To classify as an M1-3 Restricted Manufacturing District instead of a C2-3 General Commercial District and B5-4 General Service District the area shown on Map No. 2-G bounded by:

West Madison Street; South Green Street; a line 100 feet south of West Madison Street; South Peoria Street; West Monroe Street; a line 125 feet southwest of South Peoria Street; a line 196 feet north of West Monroe Street; South Sangamon Street; a line 150 feet south of West Madison Street; South Morgan Street; West Rundell Place; South Racine Avenue; the alley next north of and parallel to West Monroe Street; the alley next east of and parallel to South Throop Street; the alley next south of and parallel to West Madison Street; South Throop Street; West Arcade Place; and South Loomis Boulevard.

To classify as an M1-3 Restricted Manufacturing District instead of a C2-3 General Commercial District the area shown on Map No. 2-G bounded by:

West Madison Street; South Laflin Street; the alley next north of and parallel to West Adams Street; a line 80 feet east of South Laflin Street; West Adams Street; and the alley next east of and parallel to South Ashland Avenue.

BY ALDERMAN E. SMITH (28th Ward):

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

the alley next north of and parallel to West Superior Street; a line 30.478 feet east of North Kilpatrick Avenue; West Superior Street; and North Kilpatrick Avenue.

BY ALDERMAN MELL (33rd Ward):

To classify as a C1-1 Restricted Commercial District instead of an M1-1

Restricted Manufacturing District the area shown on Map No. 9-J bounded by:

North Elston Avenue; a line 93.79 feet north of West Addison Street; the alley next east of North Christiana Avenue; and a line 522.27 feet north of West Addison Street, as measured at the southerly right-of-way line of North Elston Avenue and perpendicular to said street.

BY ALDERMAN ALLEN (38th Ward):

To classify as a B1-1 Local Retail District instead of an R3 General Residence District and a C1-1 Restricted Commercial District the area shown on Map No. 11-K bounded by:

a line 293 feet north of West Irving Park Road; a line 151.91 feet east of North Lowell Avenue; a line 233 feet north of West Irving Park Road; North Kildare Avenue; West Irving Park Road; and North Lowell Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

To classify as a B3-2 General Retail District instead of a C2-2 General Commercial District the area shown on Map No. 15-H bounded by:

West Glenlake Avenue; North Ashland Avenue; West Peterson Avenue; the alley next west of and parallel to the North Clark Street; the alley next north of and parallel to West Peterson Avenue; the alley next east of and parallel to North Paulina Street; a line 265 feet south of West Glenlake Avenue; and a line 117 feet west of North Clark Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented two hundred twenty 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 Franklin Building Condominium Association (2);
	801 South Plymouth Court Condominium Association;
PRECKWINKLE (4th Ward)	Four Corners III Condominium Association;
	Pruitt Condominium Association;
	5454 -- 5460 South Kimbark Avenue Building Corporation;
BEAVERS (7th Ward)	Lake Terrace Condominium Association;
	Mr. Palmer Sledge;
	7206 -- 7208 South Yates Condominium Association;
STEELE (6th Ward)	Chatham Park Village Cooperative;
	Lafayette Plaza Housing Cooperative;
BUCHANAN (10th Ward)	Ms. Magdalen V. Brass;
	Stevens Academy of Music;
FRIAS (12th Ward)	Ms. Laura Silva;
OLIVO (13th Ward)	Courtyard Condominium Association;
	Ford City Condominium Association;
	Kenton Building Corporation;

Alderman	Claimant
BURKE (14th Ward)	Mr. Jose Enriquez;
	Mr. William M. Stevens;
RUGAI (19th Ward)	Ms. Madeleine Doubek;
	Ms. Lorraine Kenney;
	Mr. Roderick Cordell Robinson;
ZALEWSKI (23rd Ward)	Ashford Courts Condominium Association (2);
	6646 West 64th Place Corporation;
MEDRANO (25th Ward)	Appleville Owners Association;
	Oriental Terrace Homeowners Association;
BURNETT (27th Ward)	160 -- 170 West Goethe Street Condominium Association;
BURRELL (29th Ward)	Mr. Marcus Stevenson;
WOJCIK (30th Ward)	Fountainaire Condominium;
	Janis Courts Association (2);
	4236 North Kedvale Condominium Association;
GABINSKI (32nd Ward)	Emily J. Erickson and Carol Prebil;

Alderman	Claimant
GRANATO for *GABINSKI* (32nd Ward)	Lill Street Condominium Association;
	Ravenswood Lofts Condominium Association;
	Surrey Court Condominium Association;
	Terra Cotta Village Condominium;
	Willow Square Condominium Association;
BANKS (36th Ward)	Addison Manor Condominium Association;
	Addison Point Condominium Association;
	Belmont Terrace Condominium Association;
	Mr. Scott John Dinga;
	Irving Park Terrace Condominium Association;
	Nottingham Manor Condominium Association;
	Olcott Vista Condominium Association;
	Sayer Gardens Condominium Association;
	2151 North Harlem Building Association;
	2155 North Harlem Avenue Building Association;

Alderman	Claimant
	2159 North Harlem Condominium Association;
ALLEN (38th Ward)	Addison Manor Condominium;
	Jefferson House Condominium;
	Leland House Condominium Association (3);
	Leland Manor Condominium Association;
	Merrimac Square Condominium Association III;
	Merrimac Square Condominium Number 1;
	Ridgemoor Estates Condominium Association;
	Ridgemoor Estates Condominium Association IV;
	The Warwick Condominium;
	3821 North Narragansett Condominium Association;
DOHERTY (41st Ward)	Birch Tree Manor Condominium Association Number 2;
	Birch Tree Manor Number 5 Condominium Association;
	Caldwell Woods Condominium Association;
	Edgewood Manor IV;
	Edison Park Condominium Association;

Alderman	Claimant
	Edison Park Place Condominium Association;
	Edison Parker Condominium Number 1;
	Edison Parker Number 2 Condominium Association;
	Edison Villa Condominium Association;
	Edison Village Condominium;
	Edisonaire Condominiums;
	Evelyn Lane Condominium;
	Forest Towers II Condominium Association;
	Friendly Village Number 1;
	Friendly Village Number 3 Condominium Association;
	Friendly Village Number 4 Condominium Association;
	Innisbrook Condominium Number 5;
	L'Avenir Condominium;
	Mansard House Condominium;
	The Normandy Condominium;
	Northwest Point Condominium Association North;
	Northwest Point Condominium Association South;
	Northwest Point West Condominium Association;

Alderman	Claimant
	Northwest Terrace Building Number 1;
	Northwest Terrace Building Number 3;
	Norwood Court Condominium Association (2);
	Parkway Circle Condominium;
	Point East Condominium;
	Shenandoah Condominium Association, Incorporated;
	5139 -- 5143 North East River Road Condominium Association;
	5147 -- 5151 North East River Road Condominium Association;
	5155 -- 5159 North East River Road Condominium Association;
	5950 North Odell Condominium Association;
	6490 Regency Condominium Association;
	6847 -- 6849 North Olmsted Avenue Condominium;
	6853 -- 6855 North Olmsted Condominium Association;
	8734 West Summerdale Condominium Association;
NATARUS (42nd Ward)	Astor Terrace Condominium;

Alderman	Claimant
	Carl Sandburg Village Condominium Association Number 7;
	Cedar Street Corporation;
	Constellation Condominium Association (2);
	Mr. Bruce F. Davis;
	Drake Tower Apartments, Incorporated;
	Lowell House Condominium Association;
	Michigan Building Corporation (2);
	Oak Club Condominium Association;
	One East Scott Condominium Association;
	One Magnificent Mile Condominium Association;
	Streeterville Center Condominium Association;
	6 -- 12 Scott Cooperative Apartments, Incorporated (2);
	30 East Elm Condominium Association;
	180 East Pearson Street Homeowner's Association;
	200 East Delaware Condominium Association;
	219 East Lake Shore Drive Condominium Association (2);

Alderman	Claimant
	227 East Walton Condominium Association (2);
	230 East Delaware Place Condominium Association;
	540 North Lake Shore Drive Condominium Association (2);
	680 Lake Residence Condominium Association;
	680 South Residence Condominium Association;
	680 Tower Residence Condominium Association;
	1120 North Lake Shore Drive Building Corporation;
	1150 Condominium Association;
	1200 North Lake Shore Condominium Association (2);
	1260 North Astor Street Corporation;
	1339 Condominium Association;
	1415 Dearborn Condominium Association;
	1530 North State Parkway;
BERNARDINI (43rd Ward)	Astor Villa Condominium Association;
	Eugenie Wells Condominium Association;
	Lincoln Park Villas (2);

Alderman	Claimant
	Magnolia Street Residences Condo Association;
	Point at Lincoln Park Condominium;
	Ritchie Court Private Residences Condominium Association (2);
	Ritchie Tower Condominium Association (2);
	Sheffield -- Lill Townhouse Condominium Association;
	The Conservatory Condominium Association;
	345 Fullerton Parkway Condominium Association;
	1418 Condominium Association;
	1430 North Lake Shore Drive Corporation;
	1448 Lake Shore Drive Building Corporation;
	1500 North Lake Shore Drive Building Corporation;
	2007 North Sedgwick Condominium;
	2020 Lincoln Park West Condo Association;
	2232 -- 2234 Bissell Homeowners Association;
	2335 Commonwealth Condominium;
	2340 Lincoln Park West Condominium;
	2500 Lakeview Association;

Alderman	Claimant
	2650 Lakeview Condo Association;
HANSEN (44th Ward)	Commonwealth Plaza Condominium Association;
	Darien Condominium Association;
	Gas Light Village Condominium Association;
	426 West Barry Condominium Association;
	610 -- 612 West Surf Condominium Association;
	817 George Condominium Association;
	2800 Lake Shore Drive Condominium Association;
LEVAR (45th Ward)	Carousel Court Condominium Association;
	Higgins Condominium Association (2);
	Jefferson Manor Condominium Association;
	Kings Corner Condominium Association;
	Rosedale Condominium Association;
	Winder Lane Condominium;
	Windsor Point Condominium Association;
	5555 Sunnyside Condominium Association;

Alderman	Claimant
SHILLER (46th Ward)	Beacon of Sheridan Park Condominium Association;
	Chelsea Condominium of Buena Park;
	Lake Park Plaza Condominium Association;
	Pattington Condominium Association;
	Sheffield/Sheridan Point Condominium Association;
	Victoria Terrace Condominiums;
	Waterford Condominium Association;
	Waveland Courts Condominium Association;
	Waveland Gardens Condominium Association;
	534 -- 552 West Brompton Condominium Association (2);
	743 -- 755 West Brompton Condominium;
	3500 Lake Shore Drive Cooperative;
	3600 Condominium Association;
	4343 Clarendon Condominium Association;
	4640 North Kenmore Condominium Association;
	4826 North Kenmore Condominium Association (2);

Alderman	Claimant
M. SMITH (48th Ward)	First Kenmore Condominium Association;
	Glenwood Property Association;
	Granville Beach Condominium;
	Lakeside Place Condominium;
	Malibu Condominium Association;
	1531 -- 1533 West Thorndale Corporation;
	4880 North Marine Drive Condominium Association;
	4900 North Marine Drive Condominium Association;
MOORE (49th Ward)	Chaseland Condominium Association;
	Columbian Homeowners Association;
	Dover Manor Condominium Association;
	Greenleaf Condominium Association;
	Greenview Building Corporation;
	Jarvis Court Condominium Association;
	North Shore Hollis Condominium Association;
	Pratt Shore Condominium Association;
	1107 -- 1109 North Shore Condominium Association;

Alderman	Claimant
	1526 -- 1528 West Chase Condominium Association;
	7401 Sheridan Road Condominium Association;
STONE (50th Ward)	Emerson Park Condominium (2);
	Ms. Tammy A. Rogers;
	Ms. Adele Weil;
	Winston Towers No. 2 Condominium Association;
	Winston Towers No. 4 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):

Referred -- GRANT OF PRIVILEGE TO CHICAGO AVENUE DISCOUNT INCORPORATED TO MAINTAIN AND USE TABLES FOR DISPLAY OF MERCHANDISE ADJACENT TO 1637 WEST CHICAGO AVENUE.

A proposed ordinance to grant permission and authority to Chicago Avenue

Discount Incorporated to maintain and use four tables for the display of merchandise adjacent to the premises at 1637 West Chicago Avenue, 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 ERIE HOUSE HERMITAGE DAY FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor and Itinerant Merchant License fees for participants in the Erie House Hermitage Day Festival to be held on August 27, 1995 during the hours of 11:00 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):

DRAFTING OF ORDINANCE TO CLOSE TO TRAFFIC PORTION OF SOUTH WOLCOTT AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the closing to vehicular traffic of South Wolcott Avenue lying between the southerly right-of-way line of the Union Pacific Railroad (formerly the Chicago & Northwestern Railroad) and the north line of West 16th Street for the Department of Transportation (File No. 19-2-95-1968); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Haithcock 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 Haithcock, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 JOHNSON PUBLISHING COMPANY TO MAINTAIN AND USE VAULTED SPACE UNDER PUBLIC RIGHT-OF-WAY ADJACENT TO 825 SOUTH WABASH AVENUE.

Also, a proposed ordinance to grant permission and authority to Johnson Publishing Company to maintain and use a vaulted space under the public right-of-way adjacent to 825 South Wabash Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY ILLINOIS INSTITUTE OF TECHNOLOGY.

Also, a proposed ordinance which would allow the Illinois Institute of Technology to pay a reduced license fee of Ten Dollars ($10.00) for each of the special police employed at 3310 South Federal Street, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 1225 SOUTH JEFFERSON STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Patrick Media Group, Inc. to install a sign/signboard at 1225 South Jefferson Street (Dan Ryan Expressway east line, 150 feet south of West Roosevelt Road), which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN PRECKWINKLE (4th Ward) And OTHERS:

Referred -- AUTHORIZATION TO CENTRALIZE HOUSEHOLD RELOCATION ASSISTANCE ACTIVITIES IN DEPARTMENT OF HOUSING.

A proposed ordinance, presented by Aldermen Preckwinkle, Haithcock, Holt, Buchanan, Jones, Coleman, Streeter, Evans and Shiller, requiring all relocation assistance activities to be centralized in the Department of Housing and entitling households displaced by government and government-assisted action to relocation assistance in an amount adequate to cover all expenses including moving, utilities, phone installation, rent differential and actual costs or two months rent not to exceed $1,000, which was *Referred to the Committee on Housing and Real Estate.*

Referred -- REQUEST FOR HOUSING SUBSIDY PROGRAMS FUNDED THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT TO BE TARGETED TO HOUSEHOLDS WITH MOST SEVERE NEEDS.

Also, a proposed ordinance, presented by Aldermen Preckwinkle, Tillman, Holt, Buchanan, Jones, Coleman, Streeter, Evans and Shiller, requiring that housing subsidy programs funded through the City's Community Development Block Grant be targeted to households with the most severe needs and also directing the Chicago Department of Housing to base the definition of the terms "moderate-income", "low-income" and "very low-income" on the median family income statistics for the City of Chicago rather than for the Primary Metropolitan Statistical Area, which was *Referred to the Committee on Housing and Real Estate.*

Referred -- ESTABLISHMENT OF MINIMUM AFFORDABLE HOUSING UNIT PERCENTAGE LEVELS FOR PROJECTS UTILIZING TAX INCREMENT FINANCING.

Also, a proposed ordinance, presented by Aldermen Preckwinkle, Haithcock, Tillman, Holt, Steele, Buchanan, Jones, Coleman, Evans and M. Smith, which would require that a minimum of twenty percent of housing units created by Tax Increment Financing generated funds in an area-wide and a project-based developments to be affordable to families at or below sixty-five percent of the median family income for the City of Chicago, including families below fifty percent of the median income, and that such housing be created at equal levels in each phase of a development and reflect the diversity of the surrounding community, which was *Referred to a Joint Committee, composed of the Members of the Committee on Finance and the Committee on Housing and Real Estate.*

Presented By

ALDERMAN HOLT (5th Ward):

Referred -- GRANT OF PRIVILEGE TO CHICAGO THEOLOGICAL SEMINARY TO MAINTAIN AND USE CONDUIT ADJACENT TO 5757 SOUTH UNIVERSITY AVENUE.

A proposed ordinance to grant permission and authority to Chicago Theological Seminary to maintain and use a conduit containing a steam pipe under and across a public alley adjacent to 5757 South University Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR CONSTRUCTION OF STREET MEDIANS AT SPECIFIED LOCATIONS.

Also, a proposed ordinance authorizing the Commissioner of Transportation to construct street medians on East 70th Street, at the first alley east of South East End Avenue and on East 70th Street, at the first alley east of South Cornell Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STEELE (6th Ward):

Referred -- EXEMPTION OF MR. RALPH W. BROCKMAN FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 100 -- 104 EAST 79TH STREET (REAR).

A proposed ordinance to exempt Mr. Ralph W. Brockman from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 100 -- 104 East 79th Street (rear), pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 11 EAST 75TH STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to ACME-Wiley Corporation to install a sign/signboard at 11 East 75th Street, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- DEPARTMENTS OF PERSONNEL, LAW AND POLICE URGED TO APPEAR BEFORE COMMITTEE ON POLICE AND FIRE TO EXPLAIN ELIMINATION OF APPEAL PROCEDURE AS PART OF POLICE DEPARTMENT EXAMINATION PROCESS.

A proposed resolution urging representatives of the City Departments of Personnel, Law and Police to appear before the Committee on Police and Fire to explain the recent elimination of the appeal procedure as part of the Chicago Police Department examination process and further, calling for the reinstatement of said appeal process, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN DIXON (8th Ward)

Referred -- PERMISSION TO HOLD SIDEWALK RAFFLE AT 8545 SOUTH COTTAGE GROVE AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to Heilig Meyer Company/Mr. George Morris to conduct a sidewalk raffle in front of the store at 8545 South Cottage Grove Avenue, for the period of September 9, 16, 23 and 30, 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 SHAW (9th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY SAINT JOHN DE LA SALLE PARISH.

A proposed ordinance which would allow Saint John De LaSalle Parish to pay a reduced license fee of Ten and no/100 Dollars ($10.00) for each of the special police employed at 10205 South Dr. Martin Luther King, Jr. Drive, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Referred -- APPROVAL OF PROPERTY AT WEST 127TH STREET AND SOUTH PRINCETON AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at West 127th Street and South Princeton 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.*

Referred -- COMMITTEE ON POLICE AND FIRE URGED TO INVESTIGATE AUTOMOBILE ACCIDENT INVOLVING CITY INSPECTOR GENERAL ALEXANDER VROUSTOURIS.

Also, a proposed resolution urging the Committee on Police and Fire to conduct an investigation concerning an automobile accident involving City Inspector General Alexander Vroustouris for the purpose of determining if any city rules or ordinances were violated in the reporting of such incident, which was, *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN BUCHANAN (10th Ward):

Referred -- ISSUANCE OF RAFFLE LICENSE, FREE OF CHARGE, TO SAINT KEVIN CHURCH FOR YEAR 1995.

A proposed order authorizing the Director of Revenue to issue a Raffle License, free of charge, to Saint Kevin Church for the Year 1995, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023 OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES WITHIN SPECIFIED AREA OF ELEVENTH WARD.

A proposed ordinance to amend Title 4, Chapter 60, Sections 022 and 023 of the Municipal Code of Chicago by disallowing the issuance of additional alcoholic liquor and package goods licenses in the area generally bounded by South Fairfield Avenue on the west, West 47th Street on the south, South Ashland Avenue on the east and the Sanitary and Ship Canal and the South Branch of the Chicago River on the north, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANT OF PRIVILEGE TO SPIEGEL, INC. TO INSTALL, MAINTAIN AND USE COVERED PEDESTRIAN BRIDGE OVER AND ACROSS WEST 35TH STREET.

Also, a proposed ordinance to grant permission and authority to Spiegel, Inc. to install, maintain and use a covered pedestrian bridge/passageway over and across West 35th Street connecting the premises at 1040 West 35th Street with the premises at 1029 West 35th Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC ON SOUTH LOWE AVENUE AND WEST 26TH STREET.

Also, a proposed ordinance authorizing the Commissioner of Transportation to construct a cul-de-sac on South Lowe Avenue and West 26th Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF D J & SONS, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 481 WEST 26TH STREET.

Also, a proposed ordinance to exempt D J & Sons, Inc., owner of Canton Noodle Company, from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 481 West 26th Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN FRIAS (12th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3047 SOUTH KEDZIE AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Patrick Media Group, Inc. to install a sign/signboard at 3047 South Kedzie

Avenue (east line of South Kedzie Avenue, 135 feet north of West 31st Street), which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, three 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:

Laredo Auto Parts, Inc. -- for one canopy at 3001 West 26th Street;

Laredo Automatic Center -- for one canopy at 3017 West 26th Street; and

Standard Federal Bank -- for one canopy at 4192 South Archer Avenue.

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 7600 SOUTH CICERO AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Acme-Wiley Corporation to install a sign/signboard at 7600 South Cicero Avenue (at 72nd), Ford City, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 156, SECTION 020(A) OF MUNICIPAL CODE OF CHICAGO TO FURTHER REGULATE AMUSEMENT TAX.

A proposed ordinance to amend Title 4, Chapter 156, Section 020(A) of the Municipal Code of Chicago by imposing an amusement tax of seven percent (7%) on any fees or charges paid by the patrons of any amusement to guarantee the right or option to pay admission fees and any other charges paid for the privilege to enter, witness or participate in such amusement, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF TITLE 7, CHAPTER 32 OF MUNICIPAL CODE OF CHICAGO TO FURTHER REGULATE SMOKING IN PUBLIC PLACES.

Also, a proposed ordinance to amend Title 7, Chapter 32 of the Municipal Code of Chicago by prohibiting smoking in all enclosed public places and all places of employment except private residences, unless such residences are used as a child care or health facility, hotel and motel rooms, bars or banquet rooms in use for a private social function and requiring the installation of "No Smoking Signs" in places where smoking is regulated, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANT OF PRIVILEGE TO STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO TO CONSTRUCT, MAINTAIN AND USE KEY PAD OPENER IN PARKWAY ADJACENT TO 3041 WEST 42ND STREET.

Also, a proposed ordinance to grant permission and authority to Standard Federal Savings and Loan Association of Chicago to construct, maintain and use a key pad opener in the parkway on West 42nd Street, adjacent to 3041

West 42nd Street, to be used to gain entrance to a parking lot, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF PROPERTY AT 4106 SOUTH KILDARE AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 4106 South Kildare Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance.*

Referred -- FEDERAL BUREAU OF INVESTIGATION COMMENDED FOR INVESTIGATION INTO ALLEGED USE OF UNDERAGE MODELS IN CALVIN KLEIN, INC. ADVERTISEMENTS.

Also, a proposed resolution commending the Federal Bureau of Investigation for their swift investigation into allegations concerning the use of underaged models in current Calvin Klein, Inc. advertisements and commending the Dayton Hudson Corporation for their stand in rejecting such advertisements and encouraging the Chicago Transit Authority to follow a similar course of action, which was *Referred to the Committee on Human Relations.*

Presented By

ALDERMAN BURKE (14th Ward) And ALDERMAN RUGAI (19th Ward):

Referred -- IMPLEMENTATION OF EMERGENCY COMMUNICATION SYSTEMS FOR SEVERE WEATHER EMERGENCIES AND JUNE 22 OF EACH YEAR DESIGNATED "CHICAGO HEAT WAVE MEMORIAL DAY".

A proposed resolution directing each alderman to distribute "City of Chicago

Emergency Phone Cards" to residents of his/her ward and establish a central communication network located in his/her ward office that can be quickly implemented in the event of severe weather emergencies, and further, by designating June 22 of each year as "Chicago Heat Wave Memorial Day", which was *Referred to the Committee on Health.*

Presented By

ALDERMAN BURKE (14th Ward) And OTHERS:

Referred -- CHICAGO CONVENTION AND TOURISM BUREAU DIRECTED TO WITHDRAW ADVERTISEMENT OF SEXUAL NATURE APPEARING IN SUMMER 1995 VISITORS GUIDE.

A proposed resolution, presented by Aldermen Burke, Haithcock, Dixon, Rugai, Austin, Laurino and M. Smith, directing the Chicago Convention and Tourism Bureau to withdraw certain advertisements of a sexual nature which appear in the summer 1995 visitors guide and to refrain from accepting such materials for future publication, and further, requesting the Committee on Cultural Affairs and the McPier Authority to investigate the sources of such material, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN JONES (15th Ward):

Referred -- AMENDMENT OF TITLE 2, CHAPTER 84 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 491 TO CREATE POSITION OF POLICE OFFICER EMERITUS.

A proposed ordinance to amend Title 2, Chapter 84 of the Municipal Code of Chicago by adding thereto a new Section 491 which would create the voluntary position of Police Officer Emeritus available to Chicago residents who have retired after a minimum of ten years of service in a bona fide law enforcement agency operating in the State of Illinois and allow such officer to wear a special badge and carry a firearm while within the boundaries of the City of Chicago, which was *Referred to the Committee on Police and Fire.*

Referred -- AMENDMENT OF TITLE 7, CHAPTER 24 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTIONS 091 AND 092 TO ESTABLISH SPECIAL FINES FOR SELLING CONTROLLED SUBSTANCES IN RESIDENTIAL DISTRICTS.

Also, a proposed ordinance to amend Title 7, Chapter 24 of the Municipal Code of Chicago by adding thereto new Sections 091 and 092 to establish a special fine of not less than Five Hundred Dollars ($500.00) for the sale of controlled substances in residential neighborhoods, subject to an additional fine of Two Hundred Fifty Dollars ($250.00) for failure to pay said amount within thirty (30) days, and incarceration for a period of thirty (30) days in addition to said fines for a second such offense, and further, to deposit all funds collected in such manner in a Special Employment Reparation Fund which would be administered by the Commissioner of Human Services and used to assist in the employment of underprivileged youth, which was *Referred to the Committee on Police and Fire.*

Referred -- AMENDMENT OF TITLE 8, CHAPTER 4, SECTION 058 OF MUNICIPAL CODE OF CHICAGO TO ALLOW MINORS WITH PARENTAL/LEGAL GUARDIAN CONSENT TO CARRY ELECTRONIC PAGING DEVICES ON SCHOOL PROPERTY.

Also, a proposed ordinance to amend Title 8, Chapter 4, Section 058 of the Municipal Code of Chicago by allowing minors to carry electronic paging devices on school property, provided that they produce a written permission from parents or legal guardians that such devices are necessary for family or health reasons, and by requiring first time offenders to appear before the Board of Education with their parents or legal guardians for a hearing to determine whether such device was possessed and utilized legally, which was *Referred to the Committee on Police and Fire.*

Referred -- AMENDMENT OF TITLE 9, CHAPTER 52, SECTION 080 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW PARAGRAPH (c) TO REQUIRE REFLECTORS ON WHEEL CHAIRS USED UPON PUBLIC WAY.

Also, a proposed ordinance to amend Title 9, Chapter 4, Section 52, Section 080 of the Municipal Code of Chicago by adding thereto a new paragraph (c) which would require all wheel chairs used on the public way to be equipped with reflectors capable of reflecting the head lamp beams of an approaching motor vehicle back to the operator of such vehicle at a distance of up to 200 feet, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- EXEMPTION OF MEMBERS OF CITY COUNCIL ON LEAVE OF ABSENCE FROM CHICAGO POLICE DEPARTMENT OR OTHER CITY AGENCY FROM ANSWERING ALLEGATIONS INVOLVING PRIOR SERVICE.

Also, a proposed ordinance which would exempt members of the Chicago City Council who are on leave of absence from the Chicago Police Department or other city agencies from answering allegations involving prior service, which was *Referred to the Committee on Police and Fire.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF WEST 71ST STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the United Puerto Ricans of Chicago/Paulina Carballo to conduct a sidewalk sale on that part of West 71st Street, from 2935 west to the alley at South Richmond Street, for the period of September 16, October 14 and 28, 1995, during the hours of 9:30 A.M. to 4:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC ON PORTION OF SOUTH WINCHESTER AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to construct a cul-de-sac on South Winchester Avenue, south of West 56th Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF NEW ZION GROVE MISSIONARY BAPTIST CHURCH FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 1900 WEST 64TH STREET.

Also, a proposed ordinance to exempt New Zion Grove Missionary Baptist Church from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1900 West 64th Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ILLINOIS GENERAL ASSEMBLY URGED TO AMEND SECTION 110 ILCS 805/7-2 OF ILLINOIS REVISED STATUTES TO PROVIDE FOR ELECTION OF BOARD MEMBERS OF COMMUNITY COLLEGE DISTRICT 508.

Also, a proposed resolution urging the Illinois General Assembly to amend Section 110 ILCS 805/7-2 of the Illinois Revised Statutes to provide for the selection of the seven board members of Community College District 508 by election rather than by mayoral appointment, which was *Referred to the Committee on Education.*

Referred -- COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS URGED TO RESTRICT EXPENDITURES FROM PROPERTY TAX SUPPORTED FUNDS TO CONTRACTS AND SUPPLIES FROM BUSINESSES WITHIN CITY OF CHICAGO.

Also, a proposed resolution directing the Committee on the Budget and Government Operations to encourage a spending policy during the 1996 Annual Appropriation Ordinance hearings whereby all expenditures from property tax supported funds would be restricted exclusively to contracts and supplies from businesses located within the City of Chicago, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- CHICAGO BEARS OWNER MICHAEL McCASKEY REQUESTED TO CONSIDER PROPERTY WITHIN FIFTEENTH WARD AS SITE FOR NEW BEARS STADIUM.

Also, a proposed resolution requesting Mr. Michael McCaskey, owner of the Chicago Bears Football team, to consider the 165 acres of Con-Rail property proposed located in the 15th Ward as the site for a new stadium, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST 60TH STREET FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Transportation to grant permission to Lillian R. Nicholson Specialty School to close to traffic that part of West 60th Street, between South Peoria Street and South Sangamon Street on all school days for the 1995 -- 1996 school year, during the hours of 8:00 A.M. to 9:00 A.M. and 2:00 P.M. to 3:00 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3348 WEST 87TH STREET.

A proposed order directing the Commissioner of Buildings to issue a permit to Art and Son Sign, Inc. to install a sign/signboard at 3348 West 87th Street, which was *Referred to the Committee on Buildings.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED PUBLIC WAYS FOR SCHOOL PURPOSES.

Also, five proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to close to traffic portions of specified public ways on all school days for the 1995 -- 1996 school year, during the hours noted, for school purposes, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Barton Elementary School -- the 7600 block of South Wolcott Avenue, during the hours of 8:45 A.M. to 9:15 A.M. and 2:15 P.M. to 2:45 P.M.;

Paul Cuffe Elementary School -- the 1500 block of West 84th Street, during the hours of 8:30 A.M. to 9:00 A.M. and 2:15 P.M. to 2:45 P.M.;

Charles G. Dawes Elementary School -- 3810 West 81st Place, during the hours of 8:30 A.M. to 9:00 A.M. and 2:00 P.M. to 2:30 P.M.;

Owen Elementary School -- the 8200 block of South Christiana Avenue, during the hours of 7:30 A.M. to 8:00 A.M. and 1:30 P.M. to 2:00 P.M.; and

Julius Rosenwald Elementary School (Branch of Carroll Elementary School) -- West 80th Street, between South Maplewood Avenue and South Talman Avenue, during the hours of 8:15 A.M. to 3:00 P.M..

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- AMENDMENT OF TITLE 2, CHAPTER 116, SECTION 100 OF MUNICIPAL CODE OF CHICAGO TO REQUIRE POSTING OF PLUMBING LICENSES.

A proposed ordinance to amend Title 2, Chapter 116, Section 100 of the Municipal Code of Chicago by requiring the posting of all appropriate plumbing licenses at worksites for inspection by the Department of Buildings and/or the Department of Water and authorizing such departments to investigate complaints for violations thereof, which was *Referred to the Committee on Buildings.*

Referred -- AMENDMENT OF TITLE 11, CHAPTER 8, SECTION 090 OF MUNICIPAL CODE OF CHICAGO TO RESTRICT ISSUANCE OF PLUMBING PERMITS FOR INSTALLATION OR ALTERATION OF WATER SERVICE OR SUPPLY PIPES.

Also, a proposed ordinance to amend Title 11, Chapter 8, Section 090 of the Municipal Code of Chicago by prohibiting the issuance of plumbing permits for the installation or alteration of water service or supply pipes to any person other than a licensed, registered plumbing contractor, or the owner or lessee occupant of a single-family residence performing such work on private property, which was *Referred to the Committee on Buildings.*

Referred -- AMENDMENT OF TITLE 11, CHAPTER 8, SECTION 110 OF MUNICIPAL CODE OF CHICAGO TO REQUIRE PERSONS PERFORMING ANY PLUMBING WORK INVOLVING CONNECTION WITH CHICAGO WATER WORKS SYSTEM TO OBTAIN PERMIT.

Also, a proposed ordinance to amend Title 11, Chapter 8, Section 110 of the Municipal Code of Chicago by requiring licensed, registered plumbing contractors, or owner or lessee occupants of single-family residences performing work on private property, to obtain a permit prior to the commencement of any plumbing work which involves connection with, or the alteration of, pipes, mains or conduits of the Chicago Water Works System, which was was *Referred to the Committee on Buildings.*

Referred -- AMENDMENT OF TITLE 13, CHAPTER 168, SECTION 030 OF MUNICIPAL CODE OF CHICAGO TO REQUIRE APPROVAL OF PLANS FOR DISMANTLING PLUMBING SYSTEM WITHIN PRIVATE OR PUBLIC BUILDINGS.

Also, a proposed ordinance to amend Title 13, Chapter 168, Section 030 of the Municipal Code of Chicago by prohibiting dismantling of any plumbing system within private or public buildings until plans for such work are examined and approved by the Departments of Water, Sewers, Buildings and other authorized department, and requiring that the approved plans and permit be kept at the construction site while work is in progress, which was *Referred to the Committee on Buildings.*

Referred -- AMENDMENT OF TITLE 13, CHAPTER 168, SECTION 060 OF MUNICIPAL CODE OF CHICAGO TO FURTHER REGULATE ISSUANCE OF PERMITS FOR PLUMBING WORK.

Also, a proposed ordinance to amend Title 13, Chapter 168, Section 060 of the Municipal Code of Chicago by restricting the issuance of permits for the installation of plumbing to licensed, registered plumbing contractors duly bonded with the City of Chicago and owners or lessee occupants of single-family residences, which was *Referred to the Committee on Buildings.*

Referred -- AMENDMENT OF TITLE 13, CHAPTER 32, SECTION 080 OF MUNICIPAL CODE OF CHICAGO TO REQUIRE NOTIFICATION OF ALDERMAN UPON ISSUANCE OF BUILDING PERMITS IN HIS/HER WARD.

Also, a proposed ordinance to amend Title 13, Chapter 32, Section 080 of the Municipal Code of Chicago by requiring the Commissioner of Buildings to notify the Alderman in whose ward a building permit has been issued and to include in such notification the location of the building or structure as well as the name, business address and contact telephone number of the person to whom said building permit has been issued, which was *Referred to the Committee on Buildings.*

Referred -- EXEMPTION OF THE DOLLAR STORE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT 11041 SOUTH KEDZIE AVENUE.

Also, a proposed ordinance to exempt The Dollar Store from the physical barrier requirement pertaining to alley accessibility for the parking facilities at 11041 South Kedzie Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF ORDINANCE TO REDUCE CORNER CLEARANCE ON PORTION OF WEST 107TH STREET.

Also, a proposed order to amend an ordinance which would reduce the corner clearance distance from 20 feet to 10 feet on the south side of West 107th Street, beginning at South Hale Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN RUGAI (19th Ward),
ALDERMAN OLIVO (13th Ward),
ALDERMAN MURPHY (18th Ward), And
ALDERMAN ZALEWSKI (23rd Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 124 OF MUNICIPAL CODE BY ADDITION OF NEW SECTIONS 435 AND 460 TO ESTABLISH PENALTIES FOR TRAINS IDLING ADJACENT TO RESIDENTIAL DISTRICTS OR BLOCKING STREETS IN EXCESS OF FIVE MINUTES.

A proposed ordinance to amend Title 9, Chapter 124 of the Municipal Code of Chicago by adding thereto new Sections 435 and 460 which would establish penalties for trains idling adjacent to residential districts for a period in excess of five minutes or blocking streets for a period in excess of five minutes, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN EVANS (21st Ward):

DRAFTING OF ORDINANCES FOR VACATION AND DEDICATION OF PORTIONS OF SPECIFIED PUBLIC ALLEYS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

Vacation Of Portion Of Public Alley In Block Bounded By West 86th Street, West 87th Street, South Parnell Avenue And South Normal Avenue.

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the west 98.30 feet, more or less, of the east 164.60 feet of the east/west 14 foot public alley in the block bounded by West 86th Street, West 87th Street, South Parnell Avenue and South Normal Avenue for Woodward Smith, Dwight E. Smith and the

Chicago & Western Indiana Railroad Co. (File No. 33-21-95-1963); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Vacation And Dedication Of Portions Of Public Alleys In Block Bounded By West 95th Street, West 96th Street, South Halsted Avenue And South Emerald Avenue.

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the north 135.3 feet, more or less, of the north/south 15 foot public alley and providing for the dedication of an east/west 16 foot public alley located at the south terminus of the north/south 15 foot public alley to be vacated and running east to South Emerald Avenue in the block bounded by West 95th Street, West 96th Street, South Halsted Street and South Emerald Avenue for the City of Chicago (Chicago Public Library) (File No. 9-21-95-1976); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Evans 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 Evans, the foregoing proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 PLAT OF FALLING WATERS OF CHATHAM RIDGE SUBDIVISION AT NORTHEAST CORNER OF SOUTH PARNELL AVENUE AND WEST 87TH STREET AND DEDICATION OF SPECIFIED STREETS.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Falling Waters of Chatham Ridge Subdivision located at the northeast corner of South Parnell Avenue and West 87th Street and providing for the dedication of South Normal Avenue, South Eggleston Avenue and West 87th Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH ABERDEEN STREET AS "DR. REVEREND RAMONA JOSEPH DRIVE".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate that part of South Aberdeen Street, from West 80th Street to West 81st Street, as "Dr. Reverend Ramona Joseph Drive", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN EVANS (21st Ward) And OTHERS:

Referred -- STATE'S ATTORNEY OF COOK COUNTY AND UNITED STATES ATTORNEY FOR NORTHERN DISTRICT OF ILLINOIS URGED TO ACT IN REGARD TO FATAL SHOOTING OF MR. JOSEPH GOULD.

A proposed resolution presented by Aldermen Evans, Haithcock, Holt, Steele, Dixon, Shaw, Jones, Coleman, Troutman, Munoz, Chandler, Burnett, E. Smith, Burrell, Austin and Shiller, urging the State's Attorney of Cook

County to impanel a grand jury and to bring additional charges against Chicago Police Officer Gregory Becker for his actions in the fatal shooting of Mr. Joseph Gould on July 30, 1995 and further, requesting that the United States Attorney for the Northern District of Illinois initiate a federal investigation of the case, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- PERMISSION TO INSTALL HANDICAP RAMP AT 2551 SOUTH HOMAN AVENUE.

A proposed order authorizing the Commissioner of Transportation to grant permission to Rodolfa Bueno to install a handicap ramp at 2551 South Homan Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

DRAFTING OF ORDINANCES FOR VACATION OF PORTIONS OF SPECIFIED PUBLIC ALLEYS.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

Public Alleys In Area Bounded By Vacated West 54th Street, West 55th Street, South Kilpatrick Avenue And Vacated South Knox Avenue.

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the remaining north/south 16 foot public alley, also the east/west 16 foot public alley and the east/west 20 foot public alley in the area bounded by vacated West 54th Street, West 55th Street, South Kilpatrick Avenue and vacated South Knox Avenue for O & K American Corporation (File No. 10-23-95-1977); 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 55th Street, West 56th Street, South Parkside Avenue And South Central Avenue.

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the east 125.44 feet, more or less, of the east/west 16 foot public alley in the block bounded by West 55th Street, West 56th Street, South Parkside Avenue and South Central Avenue for the City of Chicago (Department of Aviation) (File No. 9-17-23-95-1933); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Zalewski 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 Zalewski, the foregoing proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 5301 WEST 55TH STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 5301 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 -- GRANT OF PRIVILEGE TO SEARS, ROEBUCK AND COMPANY TO MAINTAIN AND USE PEDESTRIAN AND PIPE TUNNELS UNDER PORTION OF SOUTH HOMAN AVENUE.

A proposed ordinance to grant permission and authority to Sears, Roebuck and Company to maintain and use one pedestrian and two pipe tunnels under South Homan Avenue, between West Arthington Street and the Chicago and Great Western Railroad tracks, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to Sears, Roebuck, and Company 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:

For one canopy at 3330 West Fillmore Street; and

For one canopy at 3401 West Arthington Street.

Presented By

ALDERMAN MEDRANO (25th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 221 WEST CERMAK ROAD.

A proposed order authorizing the Director of Revenue to issue a permit to Hong Min Restaurant to construct, maintain and use two canopies to be attached or attached to the building or structure at 221 West Cermak Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- GRANT OF PRIVILEGE TO JULE'S 5¢ TO $1.00 STORES, INC. TO MAINTAIN AND USE DISPLAY TABLES ON PUBLIC WAY ADJACENT TO 2062 NORTH MILWAUKEE AVENUE.

A proposed ordinance to grant permission and authority to Jule's 5¢ to $1.00 Stores, Inc. to maintain and use eight display tables on the public way adjacent to 2062 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1666 NORTH LEAVITT STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to ACME Sporting Goods Manufacturing Co. to construct, maintain and use one canopy to be attached or attached to the building or structure at 1666 North Leavitt Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURNETT (27th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST WASHINGTON BOULEVARD, WEST MADISON STREET, NORTH LOOMIS STREET AND NORTH ADA STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of the west 180.0 feet, more or less, of the first east/west 16 foot public alley north of West Madison Street in the block bounded by West Washington Boulevard, West Madison Street, North Loomis Street, and North Ada Street for John S. Swift Co. (File No. 8-27-95-1975); 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 order. The motion *Prevailed.*

On motion of Alderman Burnett, the foregoing proposed order was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- WAIVER OF LIENS ON PROPERTIES AT SPECIFIED LOCATIONS FOR USE BY CHICAGO COMMONS ASSOCIATION.

Also, a proposed ordinance authorizing waiver of liens on properties located at 722 -- 726 North Monticello Avenue, 712 -- 714 North Monticello Avenue, 700 -- 702 North Monticello Avenue/3634 -- 3644 West Huron Street and 701 -- 703 North Lawndale Avenue/3646 -- 3658 West Huron Street for use by the Chicago Commons Association and directing the Corporation Counsel to prepare and deliver any documents necessary for implementation of said waiver and to cause any actions to foreclose any of the liens noted to be dismissed immediately upon issuance of the release of liens against said properties, which was *Referred to the Committee on Finance.*

Referred -- EXEMPTION OF MR. LOUIS KOSTINER FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 17 NORTH LOOMIS STREET.

Also, a proposed ordinance to exempt Mr. Louis Kostiner from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 17 North Loomis Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 948 WEST FULTON STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Daily Meat Supply to construct, maintain and use one canopy to be attached or attached to the building or structure at 948 West Fulton Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Providence Saint Mel School -- to construct, install, maintain and use an electrical conduit for installation of a security camera adjacent to 119 South Central Park Avenue; and

Schwab Rehabilitation Hospital -- to construct, install, maintain and use a fixed entrance canopy with columns adjacent to 1414 South Fairfield Avenue.

Referred -- UNITED STATES HOUSE OF REPRESENTATIVES URGED TO PASS EXPLOSIVES FINGERPRINTING ACT.

Also, a proposed resolution urging the United States House of Representatives to pass House Resolution 1568, the Explosive Fingerprinting Act, which requires identifiable taggants be used in the manufacturing of all explosive materials and of amoniumnirate as a means to facilitate the investigation of terrorist bombings and related crimes, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN BURRELL (29th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT BEHIND 5920 WEST MIDWAY PARK.

A proposed order directing the Commissioner of Transportation to give consideration to the installation of an alleylight behind the premises at 5920 West Midway Park, which was *Referred to the Committee on Finance.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT 5949 WEST CHICAGO AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Avanti Elegant Boutique/Mr. Harold Blake to conduct a sidewalk sale at 5949 West Chicago Avenue on Saturday August 26, 1995, during the hours of 9:00 A.M. to 6:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST FULTON STREET AS "REVEREND JAMES A. HORTON DRIVE".

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to honorarily designate that part of West Fulton Street, from North Laramie Avenue to North Central Avenue, as "Reverend James A. Horton Drive", which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN GABINSKI (32nd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Two proposed ordinances, presented by Alderman Granato, to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities for the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Lincoln Lofts, Inc. -- 3149 North Lincoln Avenue; and

1701 North Milwaukee Avenue Corp. -- 1717 -- 1720 North Hoyne Avenue.

Presented By

ALDERMAN AUSTIN (34th Ward):

GRATITUDE EXTENDED TO MR. TONY THOMAS AND MR. RANDALL SMITH FOR HEROIC EFFORT IN SAVING CHILD FROM VICIOUS DOG.

A proposed resolution reading as follows:

WHEREAS, Rather quietly and without much fanfare, a great heroic effort -- and an outstanding example of citizen helping citizen -- took place in the vicinity of 119th Street, on August 1, 1995; and

WHEREAS, On that date, a small child was snatched from her mother's arms by a vicious dog; and

WHEREAS, Alice King was holding her child Tarquisha Veal at a bus stop when, out of nowhere, a Rottweiler approached them and seized the child. Ms. King began to scream for help; and

WHEREAS, Tony Thomas and Randall Smith witnessed the incident and came to the rescue. Grasping the situation and the need for quick action they picked up baseball bats and ran to help the child who was being mauled by the dog. The dog released the child and ran; and

WHEREAS, In their instant reaction to this crisis and their willingness to help a total stranger in great need, Tony Thomas and Randall Smith represent the highest standard of public service and of citizenship as well; and

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

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirteenth day of September, 1995, A.D., do hereby express our gratitude to Tony Thomas and Randall Smith for being true heros and outstanding citizens, and we wish them all future success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Tony Thomas and Randall Smith.

Alderman Austin 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 Austin, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- STANDARDIZATION OF PORTION OF WEST 106TH STREET AS "DR. MARCUS H. MORGAN DRIVE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of West 106th Street, between South Halsted Street and South Emerald Avenue, as "Dr. Marcus H. Morgan Drive", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN COLOM (35th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST ALTGELD STREET, NORTH MILWAUKEE AVENUE, NORTH SACRAMENTO AVENUE AND NORTH RICHMOND STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of all of the east/west 16 foot public alley in the block bounded by West Altgeld Street, North Milwaukee Avenue, North Sacramento Avenue and North Richmond Street for the Hispanic Housing Development (File No. 25-35-95-1973); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Colom 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 Colom, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 CONDUCT OF PARADE ON PORTION OF WEST FULLERTON AVENUE.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Juan G. Gil/Gil & Gil Group Corp., 4306 North Lincoln Avenue, for a parade on West Fullerton Avenue, going west from North California Avenue to North St. Louis Avenue, on Thursday, October 12, 1995 from 12:00 Noon to 2:00 P.M./ Assembly at 11:00 A.M..

Alderman Colom 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 Colom, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 3316 WEST ARMITAGE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Caribe Funeral Home to construct, maintain and use one canopy to be attached or attached to the building or structure at 3316 West Armitage Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- EXEMPTION OF AMATO'S PIZZERIA FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES ADJACENT TO 1735 -- 1737 NORTH HARLEM AVENUE.

A proposed ordinance to exempt Amato's Pizzeria from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to 1735 -- 1737 North Harlem Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 6259 WEST BELMONT AVENUE AND 3149 NORTH MOBILE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. Robert Baker to construct, maintain and use two (2) canopies to be attached or attached to the building or structure at 6259 West Belmont Avenue and 3149 North Mobile Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BANKS (36th Ward) And ALDERMAN RUGAI (19th Ward):

Referred -- AMENDMENT OF TITLE 17, SECTION 8.3-4 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO ALLOW FINGERNAIL SALONS AND BEAUTY SUPPLY STORES AS PERMITTED USES IN B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS.

A proposed ordinance to amend Title 17, Section 8.3-4 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, to allow Fingernail Salons and Beauty Supplies as permitted uses in B4-1 to B4-5 Restricted Service Districts, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN GILES (37th Ward):

Referred -- EXPRESSION OF APPRECIATION TO THE REGIONAL ORGAN BANK OF ILLINOIS AND LIFESOURCE BLOOD SERVICES FOR EFFORTS IN HEALTH CARE FIELD.

A proposed resolution expressing appreciation to The Regional Organ Bank of Illinois and Lifesource Blood Services for their efforts in the health care field, and for pledging to provide Kiosks or space for mobile units at the Jazz, Gospel and Blues Fest, and at the Taste of Chicago, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3970 NORTH MILWAUKEE AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to Art & Son Sign, Inc. to install a sign/signboard at 3970 North Milwaukee Avenue, which was *Referred to the Committee on Buildings.*

Referred -- COMMITTEE ON ZONING REQUESTED TO HOLD HEARINGS CONCERNING CODE ENFORCEMENT BUREAU OF DEPARTMENT OF ZONING.

Also, a proposed resolution requesting the City Council Committee on Zoning to hold hearings in order to evaluate the workings of the Code Enforcement Bureau of the Department of Zoning, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- CONSIDERATION TO CLOSE TO THROUGH TRAFFIC PORTION OF NORTH HIAWATHA AVENUE.

A proposed order directing the Commissioner of Transportation to give consideration to closing to through traffic North Hiawatha Avenue, between North Legett Avenue and North Leader Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 3019 WEST PETERSON AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Piser Weinstein Menorah Chapels to construct, maintain and use one canopy to be attached or attached to the building or structure at 3019 West Peterson Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 6407 NORTH CALDWELL AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Reyna F. Nugui to construct, maintain and use one canopy to be attached or attached to the building or structure at 6407 North Caldwell Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTIONS 180(a) AND (b) OF MUNICIPAL CODE OF CHICAGO TO FURTHER REGULATE PARKING RESTRICTIONS IN LOOP AREA.

Also, a proposed ordinance to amend Title 9, Chapter 64, Sections 180(a) and (b) of the Municipal Code of Chicago by prohibiting the parking of vehicles at any time on specified portions of State Street and Michigan Avenue, changing the boundaries of the Loop area restriction for the parking of vehicles on weekday evenings, allowing for more restrictive parking regulations for any Loop area streets, and providing that in cases of conflict with other ordinances, the more restrictive regulation shall control, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REVOCATION OF SIGN PERMITS ISSUED TO 743 NORTH LASALLE STREET.

A proposed ordinance to revoke any and all sign permits issued to the premises commonly known as 743 North LaSalle Street, which was *Referred to the Committee on Buildings.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, fourteen 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:

Beef "N" Brandy Restaurant & Lounge, Inc. -- to maintain and use a vaulted area under the public right-of-way adjacent to 127 South State Street;

Bennett Brothers, Inc. -- to maintain and use a vaulted space beneath the public right-of-way adjacent to 134 -- 144 South Wabash Avenue;

Chicago Title and Trust Company, as Trustee, under Trust Number 1088617 -- to maintain and use an elevated sidewalk for pedestrian use along the public way adjacent to a portion of West Haddock Place and to maintain and use a concrete wall along the public way adjacent to North Dearborn Street;

Columbia College -- to use a vaulted area in the public way adjacent to 623 South Wabash Avenue;

First State Bank & Trust, Park Ridge, as Trustee, under Trust Number 2828 -- to construct, maintain and use a balcony over the alley adjacent to 1439 South Michigan Avenue;

Heitman Properties, Inc. -- to maintain and use a trellis over the public way adjacent to 120 North LaSalle Street;

Hotsie Totsie Club, Incorporated -- to maintain and use a wooden, non-illuminated sign over the public way adjacent to 6 -- 8 East Division Street;

Illinois Institute of Technology -- to maintain and use two ventilation area wells, one manhole and one earth retention system in the public way adjacent to 565 West Adams Street;

Information Resources, Inc. -- to maintain and use a sky link covered bridge over the public way adjacent to 564 West Randolph Street;

J. A. Friedman & Associates -- to maintain and use four bay windows extending over the public right-of-way adjacent to 101 West Grand Avenue and 512 -- 520 North Clark Street;

Mr. Nicholas A. Karris -- to install, maintain and use a three-manhole grease separator in the public right-of-way adjacent to 415 North LaSalle Street;

LaSalle National Bank, as Trustee, under Trust Number 2514 -- to maintain and use a vaulted space under the public right-of-way adjacent to 214 -- 216 South Wabash Avenue;

United States Department of Veterans Affairs Medical Center -- to maintain and use one patient and/or public corridor over and across East Huron Street, connecting Northwestern Passavant Hospital with the third floor of the Department of Veterans Affairs Medical Center; and

1-800-Flowers -- to maintain and use a flower cart for floral display in the public way adjacent to 77 West Huron Street.

Referred -- GRANT OF PRIVILEGE TO JILLY'S BISTRO FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Jilly's Bistro to maintain and use a portion of the public way adjacent to 1007 North Rush Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC ON PORTION OF EAST 14TH STREET.

Also, a proposed ordinance authorizing the Commissioner of Transportation to construct a cul-de-sac on East 14th Street, east of South Indiana Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR RENAMING OF PORTIONS OF EAST 14TH STREET AND EAST 15TH STREET AS "EAST 14TH PLACE" AND "EAST 15TH PLACE", RESPECTIVELY.

Also, a proposed ordinance directing the Commissioner of Transportation to take the actions necessary to rename those portions of East 14th Street and East 15th Street, between South Indiana Avenue and South Prairie Avenue, as "East 14th Place" and "East 15th Place", respectively, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF SOUTH MICHIGAN AVENUE AS "SWAMI VIVE KANANDA WAY".

Also, a proposed ordinance directing the Commissioner Of Transportation to take the necessary action for standardization of that part of South Michigan Avenue, between East Adams Street and East Monroe Street, as "Swami Vive Kananda Way", 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, four 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:

Universal Outdoor, Inc. -- for one sign/signboard at 210 East Grand Avenue;

Universal Outdoor, Inc. -- for one sign/signboard at 666 North Orleans Street;

White Way Sign Company -- for one sign/signboard at 350 West Grand Avenue; and

White Way Sign Company -- for one sign/signboard (double face projecting sign) at 350 West Grand Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PUBLIC PLACE OF AMUSEMENT LICENSE (CLASS I) TO JAM PRODUCTIONS, LTD.

Also, a proposed order authorizing the Director of Revenue to issue a Public Place of Amusement License (Class I) to Jam Productions, Ltd. for the Hard Rock Cafe, located at 63 West Ontario Street, with fees to be determined on a pro rata basis, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, three proposed orders authorizing the Director of Revenue to waive specified license 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:

Deborah's Place sponsored event -- on September 9, 1995 (Liquor License and Food Vendor License fees);

Loyola University 125th Anniversary Celebration, The National Coalition Block Party and The Student Block Party -- on September 3, 1995, September 7, 1995 and September 21, 1995, respectively (Temporary Food Vendor License fees); and

"Royster With The Oyster" 4th Annual Outdoor Festival -- on October 20, 1995 (Itinerant Merchant License fees).

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF SOUTH FINANCIAL PLACE FOR CONDUCT OF 9TH ANNUAL "BEAR & BULL BUST" AND 8TH ANNUAL "CARING FOR KIDS DAY".

Also, a proposed order directing the Commissioner of Transportation to grant permission to Alcocks Downtown Sports Bar to close to traffic that part of South Financial Place, between West Van Buren Street and the back entrance of 411 South Wells Street, on Friday, August 25, 1995, during the hours of 11:00 A.M. to 10:00 P.M. for the conduct of the 9th Annual "Bear & Bull Bust" (a multiple sclerosis fund-raiser) and the 8th Annual "Caring For Kids Day" (for the juvenile diabetes foundation), which was *Referred to the Committee on Special Events and Cultural Affairs.*

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:

Near North News/Mr. Arnie Matanky -- on portions of North Franklin Street, North State Street, North Wells Street, North LaSalle Boulevard, North Clark Street, North Dearborn Street, West Superior Street, West Huron Street, West Erie Street and West Ontario Street, for the period extending August 11 through August 13, 1995, during the hours of 10:00 A.M. and 8:00 P.M., each day;

Paul Harris Store/Ms. Arlene Ruiz -- in front of 206 North Michigan Avenue, for the period of August 17 and 18, 1995, during the hours of 9:00 A.M. and 5:00 P.M., each day;

Paul Harris Store/Ms. Arlene Ruiz -- in front of 206 North Michigan Avenue, for the period of August 29 through August 31, 1995, during the hours of 8:30 A.M. and 5:30 P.M., each day;

Paul Harris Store/Ms. Arlene Ruiz -- in front of 206 North Michigan Avenue, for the period of August 30 through September 1, 1995, during the hours of 8:30 A.M. and 5:30 P.M., each day;

Sportmart -- at 620 North LaSalle Street, for the period of September 1 and 2, 1995, during the hours of 9:00 A.M. to 6:00 P.M. and the period of September 3 and 4, 1995, during the hours of 10:00 A.M. to 6:00 P.M..

Referred -- PERMISSION TO PARK PICKUP TRUCK AT 814 SOUTH MILLER STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Joseph J. La Rocco, Jr. to park his pickup truck at 814 South Miller 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.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, twenty proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to maintain and use canopies attached or to be attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Alfred Mossner Company -- for one canopy at 137 North Wabash Avenue;

Bennett Brothers -- for one canopy at 30 East Adams Street;

Burberrys Limited -- for nine canopies at 633 North Michigan Avenue;

The Chicago Club -- for one canopy at 81 East Van Buren Street;

Chicago Title & Trust Co., as Trustee, under Trust Number 1095000 -- for three canopies at 300 South Wacker Drive;

Euromarket Designs, Inc., doing business as Crate & Barrel -- for one canopy at 646 North Michigan Avenue;

Eddie Bauer -- for one canopy at 123 North Wabash Avenue;

Gaylord India Restaurant -- for one canopy at 678 North Clark Street;

Mr. Erwin Gruen -- for one canopy at 226 West Superior Street;

Hit or Miss No. 648 -- for one canopy at 100 East Superior Street;

Mallers Chicago Mgmt. Co., Inc. -- for one canopy at 5 South Wabash Avenue;

23 East Adams Corporation, doing business as Miller's Pub & Restaurant -- for one canopy at 134 South Wabash Avenue;

OMNI Hotels, Ambassador East -- for one canopy at 1301 North State Parkway;

Triangular, Inc., doing business as Popeye's Chicken -- for one canopy at 17 South Wabash Avenue;

Stillery, Inc. -- for two canopies at 927 South Loomis Street;

Su Casa, Inc. -- for one canopy at 47 -- 49 East Ontario Street;

Sulton Oriental Rugs -- for three canopies at 300 West Grand Avenue;

100 East Huron Street Condominium Association -- for one canopy at 100 East Huron Street;

301 Associates -- for one canopy at 301 East Erie Street; and

450 Partnership -- for one canopy at 450 East Ohio Street.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

Referred -- AUTHORIZATION FOR WAIVER OF ALL DEPARTMENTAL FEES FOR INSTALLATION OF CHILLERS AT CHILDREN'S MEMORIAL HOSPITAL.

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 -- AUTHORIZATION FOR SALE OF ONE DAY VISITOR PASSES FOR RESIDENTIAL PERMIT PARKING ZONE 142 TO PASTOR AND/OR ADMINISTRATIVE DESIGNEE OF MIDWEST BUDDHIST TEMPLE.

Also, a proposed order authorizing the Director of Revenue to sell one day visitor passes for Residential Permit Parking Zone 142 to the pastor of the Midwest Buddhist Temple at 435 West Menomonee Street and/or his administrative designee, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- GRANT OF PRIVILEGE TO POMPEI BAKERY TO CONSTRUCT, MAINTAIN AND USE BICYCLE RACKS ADJACENT TO 2953 -- 2955 NORTH SHEFFIELD AVENUE.

A proposed ordinance to grant permission and authority to Pompei Bakery to construct, maintain and use three (3) bicycle racks in the public way adjacent to 2953 -- 2955 North Sheffield Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF MR. STEVEN SCHULTZ FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 3549 NORTH CLARK STREET.

Also, a proposed ordinance to exempt Mr. Steven Schultz from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3549 North Clark Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the Lake View East Chamber of Commerce to conduct sidewalk sales at the locations designated, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

On North Broadway, between West Melrose Street and West Wellington Avenue, for the period extending August 18 through August 20, 1995, during the hours of 10:00 A.M. and 8:00 P.M., each day; and

On portions of North Broadway, North Clark Street, North Halsted Street, West Diversey Avenue and West Belmont Avenue, for the period extending September 22 through September 24, 1995, during the hours of 10:00 A.M. and 8:00 P.M., each day.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 3555 NORTH CLARK STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Sports Distributors to construct, maintain and use two (2) canopies to be attached or attached to the building or structure at 3555 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- GRANT OF PRIVILEGE TO THE CATHOLIC BISHOP OF CHICAGO TO MAINTAIN AND USE TUNNEL UNDER AND ACROSS PORTION OF WEST GETTYSBURG STREET.

A proposed ordinance to grant permission and authority to The Catholic Bishop of Chicago to maintain and use a tunnel running under and across a portion of West Gettysburg Street connecting the premises at 5248 West Gettysburg Street with the premises at 5249 West Gettysburg Street for the purpose of housing one five-inch hot water supply pipe and one five-inch hot water return pipe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS AT SPECIFIED LOCATIONS.

Also, two proposed ordinances authorizing the Commissioner of Transportation to construct cul-de-sacs at the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

On West Belle Plaine Avenue, west of North Kilpatrick Avenue; and

On West Berteau Avenue, west of North Kilpatrick Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 4054 NORTH MILWAUKEE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Six Corners Cinema Corporation to construct, maintain and use one canopy to be attached or attached to the building or structure at 4054 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SHILLER (46th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY IN AREA BOUNDED BY WEST MONTROSE AVENUE, WEST JUNIOR TERRACE, NORTH HAZEL STREET AND NORTH DAYTON STREET EXTENDED SOUTH.

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 10 foot by 16 foot public alley lying east of the east line of the north/south 16 foot public alley in the area bounded by West Montrose Avenue, West Junior Terrace, North Hazel Street and North Dayton Street extended south for the Buena Vista Town House Condominium Association (File No. 17-46-95-1972); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 AND ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN UPTOWN CHAMBER OF COMMERCE SIDEWALK SALE.

Also, proposed order reading as follow:

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 September 21, 22, 23 and 24, 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, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Referred -- PERMISSION TO PARK PICKUP TRUCK AT 533 WEST ADDISON STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Theodore Pizarro to park his pickup truck at 533 West Addison 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 SCHULTER (47th Ward):

Referred -- GRANT OF PRIVILEGE TO ENIS CIRKIC (DOING BUSINESS AS THE EUROPEAN PASTRY SHOP AND CAFE) FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Enis Cirkic, doing business as The European Pastry Shop and Cafe, to maintain and use a portion of the public way adjacent to 4701 North Lincoln Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF NORTH CAMPBELL AVENUE AS "RICHARD B. VALENTIN WAY".

Also, a proposed ordinance directing the Commissioner Of Transportation to take the necessary action for standardization of that part of North Campbell Avenue, between West Irving Park Road and West Byron Street, as "Richard

B. Valentin Way", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR LICENSE FEES FOR PARTICIPANTS IN GERMAN-AMERICAN FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Food Vendor License fees for participants in the German-American Festival to be held on West Leland Avenue, between North Lincoln Avenue and North Western Avenue for the period extending September 15 through September 17, 1995, during the hours of 12:00 Noon to 12:00 Midnight, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- CONSIDERATION FOR INSTALLATION OF CURB-CUT AND HANDICAPPED RAMP ON PORTION OF NORTH ASHLAND AVENUE.

Also, a proposed order authorizing the Commissioner of Transportation to give consideration to the installation of a curb-cut and handicapped ramp on the west side of North Ashland Avenue, just south of West Leland Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 4020 NORTH LINCOLN AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to North Center Eye to construct, maintain and use one canopy to be attached or attached to the building or structure at 4020 North Lincoln Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SCHULTER (47th Ward), ALDERMAN M. SMITH (48th Ward) And ALDERMAN MOORE (49th Ward):

Referred -- MOTION PICTURE LICENSING CORP. AND OTHER LICENSING AGENCIES REQUESTED TO WAIVE LICENSING FEES FOR AGENCIES USING LICENSED PRODUCTS FOR NON-PROFIT PURPOSES.

A proposed resolution requesting the Motion Picture Licensing Corp. and other licensing agencies to waive licensing fees for agencies, particularly those serving children, which use licensed products for non-profit purposes, and urging members of the Illinois Congressional delegation to pursue federal legislation that would exempt child care operators from such fees, which was *Referred to the Committee on License and Consumer Protection.*

Presented by

ALDERMAN SCHULTER (47th Ward) AND OTHERS:

Referred -- CHICAGO CITY COUNCIL CALLED UPON TO RE-ESTABLISH CHICAGO PUBLIC LIBRARY AS SEPERATE TAX ENTITY IN 1996 CITY BUDGET.

A proposed resolution, presented by Alderman Schulter, Hansen, Levar, M. Smith and Moore, calling upon the City Council to re-establish the Chicago Public Library as a separate tax entity in the 1996 City of Chicago Budget and further, to publish the library line item on the property tax bill, indicating the amount of revenue designated for the Chicago Public Library, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF SIDEWALK SALE PERMIT FEE FOR 5040 -- 5060 NORTH MARINE DRIVE CONDOMINIUM ASSOCIATION.

A proposed order authorizing the Department of Transportation to waive the permit fee for the 5040 -- 5060 North Marine Drive Condominium Association for a sidewalk sale to be held on North Marine Drive, from West Carmen Avenue to West Winona Avenue, on September 30, 1995 (with October 7, 1995 as a rain date) during the hours of 8:30 A.M. to 4:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT 6960 NORTH SHERIDAN ROAD.

A proposed order directing the Commissioner of Transportation to grant permission to It's Our Secret, Inc./Ms. Florence Franklin to conduct a sidewalk sale at 6960 North Sheridan Road, on August 26, 1995, during the hours of 11:00 A.M. to 4:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN MOORE (49th Ward)
And OTHERS:

UNITED STATES CONGRESS URGED TO REFOCUS BUDGET PLAN OF CONGRESSIONAL MAJORITY AND ILLINOIS CONGRESSIONAL DELEGATION REQUESTED TO OBTAIN AND DISSEMINATE FULL INFORMATION CONCERNING EACH COMPONENT OF PLAN.

A proposed resolution, presented by Aldermen Moore, Granato, Steele, Zalewski, Chandler and Schulter, reading as follows:

WHEREAS, The majority leaders of the 104th Congress have announced plans to reduce the federal budget deficit by shifting many federal programs to the states and to local governments -- requiring new or expanded bureaucracies -- while reducing the funding for these programs; and

WHEREAS, Some of the methods proposed for reducing the deficit are: reduced federal Medicaid contributions to local health systems; reduced expenditures related to programs for disadvantaged children; reduced expenditures for job training for dislocated workers and youth; reduced expenditures for assistance for the homeless; reduced expenditures for research and treatment for persons afflicted with HIV/AIDS; and reduced expenditures for heating assistance to the elderly poor; and

WHEREAS, Expenditure reductions for job training and educational assistance are ill-conceived and short-sighted, in that the cuts will prevent present and future workers from developing the enhanced earning power that provides taxable income for government and the demand for goods and services to support private employment; and

WHEREAS, The congressional majority plan would also sharply reduce funding for student loan programs that make it possible for many families to provide a quality education to their children; and

WHEREAS, The majority leaders of Congress are also proposing to decrease federal revenues by reducing taxes on persons with the highest income; and

WHEREAS, The congressional majority plan would also reduce funding for many programs offered by the City of Chicago, as well as decrease support for state and local governments, forcing reductions in state and local government services; and

WHEREAS, Residents of the City of Chicago can not bear the increased financial burden to maintain programs that may be reduced by the congressional majority plan; and

WHEREAS, The lack of detailed information, available to the public, concerning the impact of the congressional majority's budget plan has caused concern and suspicion throughout the country; 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 September, 1995, do hereby memorialize the United States Congress to seek reform and simplification of federal programs rather than disinvestment and service reductions; to refrain from shifting responsibilities from the federal government to the states and local governments, without also providing the resources necessary to address those responsibilities in a fair and competent manner; to refrain from reducing investment in education and job training assistance; to refrain from reducing federal Medicaid contributions to local health systems; to refrain from reducing programs for the poor and elderly in order to finance a tax cut for the wealthy; and to provide to the American people full statements of the impact of each component of the congressional majority's budget plan; and

Be It Further Resolved, That we call on the members of the Illinois delegation in Congress to press for, obtain and disseminate complete and accurate information concerning the impact of each component of the congressional majority's budget plan; and

Be It Further Resolved, That suitable copies of this resolution be presented to the clerk of the United States House of Representatives, the clerk of the United States Senate and the members of the Illinois delegation in Congress.

Alderman Moore 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 Moore, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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, The Honorable Richard M. Daley, Mayor, rose to note that as currently constituted, the budget plan of the congressional majority would be so deleterious to the quality of life for people in metropolitan areas throughout the country that it has precipitated an unprecedented coalition among individuals and organizations without regard to political party affiliation. Mayor Daley particularly decried the intention of the current budget plan to shift programmatic responsibilities from the federal to local levels of government without a concomitant shift in financial resources.

Presented By

ALDERMAN STONE (50th Ward):

AUTHORIZATION FOR ISSUANCE OF NECESSARY LICENSE, FREE OF CHARGE TO MISERICORDIA HEART OF MERCY FOR SALE OF RAFFLE TICKETS.

A proposed ordinance reading as follows:

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

SECTION 1. That the Department of Revenue is hereby directed to issue the necessary license, free of charge, notwithstanding other ordinances of the City to the contrary, to Misericordia Heart of Mercy, whose premises are known as 6300 North Ridge Avenue, Chicago, Illinois, for the selling of raffle tickets.

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

Alderman Stone 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 Stone, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- EXEMPTION OF MR. JAMES BROCKHAGEN FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 2306 WEST TOUHY AVENUE.

Also, a proposed ordinance to exempt Mr. James Brockhagen from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2306 West Touhy Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 6211 NORTH CLAREMONT AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Daniel S. Bulger to park his pickup truck and/or van at 6211 North Claremont Avenue in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 2626 WEST DEVON AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to North Water Market, Inc. to construct, maintain and use three canopies to be attached or attached to the building or structure at 2626 West Devon Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STONE (50th Ward) And ALDERMAN LAURINO (39th Ward):

Referred -- AUTHORIZATION FOR PLACEMENT OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS AND WAIVER OF FEES RELATED THERETO FOR CONGREGATION SHAARE TIKVAH.

A proposed ordinance authorizing Congregation Shaare Tikvah to place directional signs on traffic signal poles in the public right-of-way at the northwest and northeast corners of North Lincoln Avenue and North Kimball Avenue and the southwest corner of West Peterson Avenue and North Kimball Avenue, and to waive any fees related thereto, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STONE (50th Ward) And OTHERS:

Referred -- JOINT COMMITTEE ON FINANCE AND TRANSPORTATION AND PUBLIC WAY DIRECTED TO HOLD HEARINGS ON PLANS BY AMERITECH TO CHANGE AREA CODE WITHIN CITY OF CHICAGO.

A proposed resolution, presented by Aldermen Stone, Dixon, Olivo, Rugai, Hansen and Schulter, directing a Joint Committee composed of the members Committee on Finance and the members of the Committee on Transportation and Public Way to conduct immediate hearings concerning plans by Ameritech to change the area code within the corporate limits of the City of Chicago, with a view toward enabling the full City Council to act in whatever manner appropriate to best protect the rights of all citizens and businesses in the City, which was *Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Transportation and Public Way.*

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5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera described below were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN TILLMAN (3rd Ward):

Chicago Bee Building Project -- for rehabilitation of an existing structure on the premises known as 3649 -- 3657 South State Street.

BY ALDERMAN PRECKWINKLE (4th Ward):

Department of Children and Family Services -- for a renovation project on the premises known as 710 -- 758 East 38th Street.

BY ALDERMAN BUCHANAN (10th Ward):

Chicago Board of Education/James N. Thorp Elementary School -- for electrical installations and renovation of an existing structure on the premises known as 8914 South Buffalo Avenue.

BY ALDERMAN HUELS (11th Ward):

Union Avenue Community Outreach -- for renovation of a youth center on the premises known as 4356 South Union Avenue.

BY ALDERMAN JONES (15th Ward):

New Zion Grove Missionary Baptist Church -- for various permits for the premises known as 1900 West 64th Street.

BY ALDERMAN EVANS (21st Ward):

Tabernacle Holiness Missionary Baptist Church -- for rehabilitation of the property known as 9712 South Vincennes Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

Saint Mary of Nazareth Hospital Center -- for rehabilitation of an existing structure on premises known as 1721 -- 1723 North Ashland Avenue.

BY ALDERMAN MELL (33rd Ward):

Our Lady of Mercy Church/Catholic Archdiocese of Chicago -- for construction of a driveway on the premises known as 4432 North Troy Street.

BY ALDERMAN COLOM (35th Ward):

Sacramento Elderly Housing Corporation/Hispanic Housing and Casa Central -- for construction of senior citizen housing on the premises known as 2451 North Sacramento Boulevard.

Travelers and Immigrants Aid/The Manuel Saura Center -- for rehabilitation of the properties known as 3807 West Altgeld Street and 2456 North Hamlin Avenue (2).

BY ALDERMAN NATARUS (42nd Ward):

The Anti-Cruelty Society -- for renovation of the premises known as 157 West Grand Avenue.

JFMC Facilities Corporation/The Spertus Institute of Jewish Studies -- for renovation of the premises known as 618 South Michigan Avenue.

The Rehabilitation Institute of Chicago -- for interior remodeling projects on the premises known as 345 East Superior Street.

Sinai Temple Congregation -- for interior and exterior construction projects on the premises known as 11 West Delaware Place.

BY ALDERMAN STONE (50th Ward):

Congregation Atereth Yehoshua -- for rehabilitation of the premises known as 2913 -- 2915 West Touhy Avenue.

Construction Services Association -- for construction on the premises known as 6506 North California Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN TILLMAN (3rd Ward):

McKinley Danforth House, 4540 South Michigan Avenue.

BY ALDERMAN PRECKWINKLE (4th Ward):

Chicago Child Care Society, 5467 South University Avenue.

BY ALDERMAN BEAVERS (7th Ward):

EHS Trinity Hospital, 2320 East 93rd Street (4).

BY ALDERMAN DIXON (8th Ward):

South Shore Hospital, 8012 South Crandon Avenue (3).

BY ALDERMAN BURKE (14th Ward):

Misericordia Home, Inc. -- South, 2916 West 47th Street.

BY ALDERMAN STREETER (17th Ward):

The Food Service Professional/Division of the Archdiocese of Chicago, 7721 South Ashland Avenue.

BY ALDERMAN TROUTMAN (20th Ward):

Church of the Good Shepherd (Congregational) Day Care Center, 5700 South Drexel Avenue.

Harris Young Women's Christian Association Child Care Program, 6200 South Drexel Avenue.

Helping Hands of America, Inc., 5150 South Calumet Avenue.

Parkway Community House Day Care Center, 500 East 67th Street

Saint Clara Head Start, 1148 East 65th Street.

Saint Gelasius School Age, 6358 South Blackstone Avenue.

Southside Young Men's Christian Association Day Care, 6330 South Stony Island Avenue.

Washington Park South Day Care Center, 6225 South Wabash Avenue.

Woodlawn Early Child Day Care, 950 East 61st Street.

Woodlawn A.M.E. Church Day Care, 6456 South Evans Avenue.

The Woodlawn Organization Early Childhood Development Center, 6450 South Champlain Avenue.

The Woodlawn Organization Infant Day Care, 1445 East 65th Street.

BY ALDERMAN MEDRANO (25th Ward):

El Valor Corporation Shelter Care Home, 1931 West 19th Street.

BY ALDERMAN COLOM (35th Ward):

Saint Joseph Nursing Home of Chicago, 2650 North Ridgeway Avenue.

BY ALDERMAN HANSEN (44th Ward):

Jewish Council for Youth Services Lincoln Park Child Care Center/Class I, 957 West Grace Street.

BY ALDERMAN SHILLER (46th Ward):

Thorek Hospital and Medical Center, 850 West Irving Park Road.

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive.

BY ALDERMAN MOORE (49th Ward):

Edgewater Hospital and Medical Center, Inc., 5700 North Ashland Avenue (2).

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN GRANATO (1st Ward):

Northwestern University Settlement Association, 1400 West Augusta Boulevard -- annual fuel burning equipment inspection fee.

BY ALDERMAN PRECKWINKLE (4th Ward):

Lutheran School of Theology at Chicago, 1153 East 54th Street -- annual building inspection fee.

BY ALDERMAN STEELE (6th Ward):

New Israel Missionary Baptist Church, 1625 West 75th Place -- annual sign inspection fee.

BY ALDERMAN RUGAI (19th Ward):

Morgan Park Academy, 2153 West 111th Street -- annual public place of assembly inspection fee.

BY ALDERMAN EVANS (21st Ward):

For residential driveway inspection fees at 9703, 9708 and 9715 South Racine Avenue.

Washington Heights Care Center (various locations) -- annual driveway inspection fees.

Cardwell Westinghouse (various locations) -- residential driveway usage fees.

BY ALDERMAN LAURINO (39th Ward):

Bais Yaakov High School of Chicago, 3333 West Peterson Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN O'CONNOR (40th Ward):

Edgewater Hospital, 5700 North Ashland Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

The Art Institute, 125 West Monroe Street -- annual canopy and revolving door inspection fees.

Illinois College of Podiatric Medicine, 1001 North Dearborn Street -- semi-annual elevator inspection fee.

Lake Shore Drive Synagogue, 66 East Elm Street -- annual building inspection fee.

Northwestern Memorial Hospital (various locations) -- annual building inspection fee, annual fire prevention fee, annual refrigeration inspection fee and annual fuel burning equipment inspection fees (4).

Northwestern Memorial Hospital/Carriage House, 215 East Chicago Avenue -- annual fuel burning equipment inspection fee.

Terra Museum of American Art (various locations) -- semi-annual fuel burning equipment inspection fees, annual building inspection fee, annual driveway inspection fee (3).

BY ALDERMAN HANSEN for
ALDERMAN BERNARDINI (43rd Ward):

Anixter Center, 2032 North Clybourn Avenue -- annual flat sign inspection fees and annual mechanical ventilation inspection fee (2).

Hermon Baptist Church, 1754 North Clark Street -- annual mechanical ventilation inspection fee.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Retirement Home, 4950 North Ashland Avenue -- annual public place of assembly inspection fee.

Ravenswood Hospital (various locations) -- annual "No Parking" sign fee and annual fuel burning equipment inspection fees (2).

CANCELLATION OF WATER RATES:

BY ALDERMAN HAITHCOCK (2nd Ward):

Howard Chapel Community Baptist Church, 1815 West Roosevelt Road.

BY ALDERMAN TILLMAN (3rd Ward):

United House of Prayer Church, 4349 South State Street.

REFUND OF FEES:

BY ALDERMAN EVANS (21st Ward):

Saint James Church, 9256 South Lafayette Avenue -- refund in the amount of $531.04.

Trinity United Church of Christ, 400 West 95th Street -- refund in the amount of $2,700.00.

BY ALDERMAN AUSTIN (34th Ward):

Gospel Truth Methodist Baptist Church, 10015 South Halsted Street -- refund in the amount of $12,950.00.

BY ALDERMAN NATARUS (42nd Ward):

Columbia College Chicago, 600 South Michigan Avenue -- refund in the amount of $6,275.00.

The Jewish Federation of Metropolitan Chicago, One South Franklin Street -- refund in the amount of $1,279.00.

Special Children's Charities, 30 North Michigan Avenue, Suite 1010 -- refund in the amount of $125.00.

BY ALDERMAN STONE (50th Ward):

Associated Talmud Torahs of Chicago (Central Agency for Religious Jewish Education) (various locations) -- refunds in the amounts of $466.00 and $115.33.

SENIOR CITIZENS SEWER REFUNDS:
($50.00)

BY ALDERMAN PRECKWINKLE (4th Ward):

Holland, Imogene T.

Jefferson, Hattie

BY ALDERMAN STEELE (6th Ward):

Monroe, Bessie

BY ALDERMAN SHAW (9th Ward):

Jones, Lubertha

BY ALDERMAN JONES (15th Ward):

Morgan, Ivory

BY ALDERMAN RUGAI (19th Ward):

Whitacre, Agnes J.

BY ALDERMAN ZALEWSKI (23rd Ward):

Doherty, Luella G.

BY ALDERMAN WOJCIK (30th Ward):

Valentino, Richard A.

BY ALDERMAN BANKS (36th Ward):

Sabo, Irene

BY ALDERMAN LAURINO (39th Ward):

Ginsberg, Samuel M.

Pladis, Gustave N.

BY ALDERMAN DOHERTY (41st Ward):

Joanides, Polexeni

Ossler, Josephine

BY ALDERMAN NATARUS (42nd Ward):

Giles, Bernice R.

Harper, Alice H.

Lorig-Brownstein, Pauline M.

Rippel, Bradley W.

BY ALDERMAN BERNANDINI (43rd Ward):

Landau, Bernard

BY ALDERMAN HANSEN (44th Ward):

Jacobson, Sally

BY ALDERMAN SHILLER (46th Ward):

Eisenstadt, Mildred

Goldstein, Harold

Hirsh, Gwen

Hochberg, Faye

Meyer, Erich

Rooz, Claire

Semersky, Ernest

Strom, Sylvia

Wilson, Helen

BY ALDERMAN M. SMITH (48th Ward):

Blumberg, Charlotte

Green, Harold J.

Recsetar, Olga

Vander Mark, Dorothy L.

BY ALDERMAN MOORE (49th Ward):

McGarry, Ellamae

BY ALDERMAN STONE (50th Ward):

Bryskin, Florence

Chaiken, Lillian

Edelstein, Sollie

Fischer, Stacia H.

Ginis, Peter

Gordon, Eva

Haggberg, Eric

Horowitz, Anne

Josephson, Stanley

Kahn, Clara

Kuznitsky, Sally

Levit, Rose M.

Levy, David

Mosak, Faye

Prince, Earl

Roshal, Leah

Saitlin, Ben

Silver, Jean

Swee, Louis E.

Vack, Georgia

Zuckerman, William

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (August 2, 1995).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on August 2, 1995 at 10:00 A.M., signed by him as such City Clerk.

Alderman Stone moved to *Correct* said printed Official Journal, as follows:

Page 5546 -- by deleting the italic font from and the parentheses surrounding the word "combined" appearing in the thirteenth line from the top of the page and inserting in lieu thereof in standard font, surrounded by brackets the word "combined".

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.
(March 9, 1995)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Thursday, March 9, 1995, as follows:

Page 66035 -- by deleting the words "uses of the public right-of-ways, reimbursement for work charged by the City to force accounts", appearing in the twenty-fourth through twenty-sixth lines from the top of the page and by deleting the words "The M.S.H.S. entities shall be specially exempt from the payment of compensation in connection with the vacation of the public alleyways bounded by the West 14th Street, South California Avenue, South Fairfield Avenue and West Ogden Avenue" appearing in the thirtieth through thirty-third lines from the top of the page.

The motion to correct *Prevailed.*

UNFINISHED BUSINESS.

Rules Suspended -- REPEAL OF ORDINANCE WHICH AMENDED CHICAGO ZONING ORDINANCE BY RECLASSIFYING AREA SHOWN ON MAP NUMBER 3-H.

Alderman Ocasio moved to *Suspend the Rules Temporarily* to take up for consideration an ordinance to repeal a matter previously recommended and passed. The motion *Prevailed* by a viva voce vote.

Alderman Ocasio presented the following ordinance:

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

SECTION 1. That an ordinance which amends the Chicago Zoning Ordinance by reclassifying the area shown on Map No. 3-H (Application 11502) and passed by the City Council on September 13, 1995 is hereby repealed.

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

On motion of Alderman Ocasio, the foregoing proposed ordinance was *Passed* by a viva voce vote.

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

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitor:

Mr. Walter T. Kenney, Sr., former mayor of Richmond, Virginia.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the thirteenth (13th) day of September, 1995 at 10:00 A.M., be and the same is hereby fixed to be held on Monday, the second (2nd) day of October, 1995 at 10:00 A.M., in the Council Chambers in City Hall.

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

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Holt, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Frias, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Zalewski, Chandler, Medrano, Ocasio, Burnett, E. Smith, Burrell, Wojcik, Suarez, Mell, Austin, Colom, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, 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 Monday, October 2, 1995 at 10:00 A.M., in the Council Chambers in City Hall.

James J. Laski

JAMES J. LASKI,
City Clerk.